

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) PAGE 1 OF 121

2. CONTRACT NO. HSCEDM-09-D-00005 3. SOLICITATION NO. HSCEDM-08-R-00008 4. TYPE OF SOLICITATION
 SEALED BID (IFB)
 NEGOTIATED (RFP) 5. DATE ISSUED 05/07/08 6. REQUISITION/PURCHASE NO.

ISSUED BY ICE/DM/DC-DC CODE ICE/DM/DC-DC 8. ADDRESS OFFER TO (If other than Item 7)
 JE/Detent Mngt/Detent Contracts-DC
 Immigration and Customs Enforcement
 Office of Acquisition Management
 425 I Street NW, Suite 2208
 Washington DC 20536

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

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, the depository in 1500 ES local time, on 07/01/2008

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Provision L.2 (52.215-1). All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: Travis Gordon A. NAME
 B. TELEPHONE NO. (NO COLLECT CALLS) b2Low C. EMAIL ADDRESS b6
 AREA CODE NUMBER EXT.

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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 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 10 CALENDAR DAYS 20 CALENDAR DAYS 30 CALENDAR DAYS CALENDAR DAYS
 (See Section I, clause No. 52-232-8) % % % %

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION).
 AMENDMENT NO. DATE AMENDMENT NO. DATE
PLEASE SEE NEXT PAGE

15. NAME AND ADDRESS OF OFFEROR VM-BG Joint Venture
12513 Bail Bond Drive
Edinburg, Texas 78541 CODE FACILITY
 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
Francisco J. Guerrero
VM-BG Joint Venture Managing Partner

15B. TELEPHONE NO. (Include area code) (956) 287-7600 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE
 17. SIGNATURE  18. OFFER DATE July 1, 2008

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 SHOWN IN: (4 copies unless otherwise specified) ITEM Clause G.3

24. ADMINISTERED BY (If other than Item 7) CODE 25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print) JAMES D. ADAMS 27. UNITED STATES OF AMERICA James D. Adams (Signature of Contracting Officer) 28. AWARD DATE March 11, 2009

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

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NAME OF OFFEROR OR CONTRACTOR

VALLEY METRO-BARABOSA GROUP JV

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 0001 | <p>DUNS Number: 829751226 COTR</p> <p>Martin D. Herron</p> <p>Todd L. Tryon Period of Performance: 03/11/2009 to 01/31/2014</p> <p>MOBILIZATION Obligated Amount: \$0.00 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | | | <p>b4</p> |
| 0002 | <p>Detention and Food Services in accordance with Statement of Objectives and Performance Work Statements GUARANTEED MINIMUM - 400 BEDS</p> <p>Note: The guaranteed monthly minimum is calculated as follows:</p> <p>400 beds * the bed/day rate * 30 days = guaranteed monthly minimum</p> <p>400 beds * b4 * 30 = b4</p> <p>Note: The contractor shall serve three meals per 24 hour period to each detainee (breakfast, lunch and dinner). Any of these meals may be substituted as required (e.g. air flight meal, special diet meal and/or therapeutic diet meal) Obligated Amount: \$0.00 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | | | <p>b4</p> |
| 0003 | <p>Detention and Food Services in accordance with Statement of Objectives and Performance Work Statements above the guaranteed minimum (>400)</p> <p>Bed/day rate.</p> <p>Note: The contractor shall serve three meals per 24 hour period to each detainee (breakfast, lunch and dinner). Any of these meals may be substituted as required (e.g. air flight meal, special diet meal and/or therapeutic diet meal) Continued ...</p> | | DA | <p>b4</p> | |

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| 0004 | <p>Obligated Amount: \$0.00 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> <p>TRANSPORTATION (in accordance with Statement of Objectives and Performance Work Statement)</p> <p>Mileage rate is b4 per mile. Obligated Amount: \$0.00 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | DH | b4 | |
| 0005 | <p>DELIVERABLES (in accordance with Statement of Objectives and Performance Work Statement) (Not Separately Priced) Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | LO | | 0.00 |
| 0006 | <p>Lodging & M&IE and Overtime for Guards exceeding standard 8 hour workday (mark-up %).</p> <p>The Mark-up is b4 applied to approved Lodging & M&IE and Overtime for Guards exceeding standard 8 hour workday.</p> <p>In the event that transportation services involve distances that exceed a standard eight (8) hour workday to complete, the contractor shall be reimbursed actual costs for overtime, meals, and overnight lodging at rates commiserate with the U.S. General Services Administration (GSA) rates for the final destination at the end of the day (i.e. Buffalo to Syracuse with overnight in Syracuse shall be reimbursed at GSA per diem rate for Syracuse). Any overtime pay incurred for transportation shall be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this contract. The contractor shall comply with ICE transportation standards related to the number of hours the employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in Continued ...</p> | | | | 0.00 |

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|-----------------|--|-----------------|-------------|-------------------|---------------|
| | <p>advance by the COTR or designated ICE official. Lodging will be reimbursed at the actual expense up to the maximum amount listed in the GSA published rates within the geographical area of occurrence (i.e. location of overnight stay). Applicable GSA rates can be found at www.gsa.gov.</p> <p>Obligated Amount: \$0.00 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | | | |
| 0007 | <p>The contractor shall provide on-demand stationary guard services as required by the COTR to include, but not limited to, escorting and guarding detainees to medical or doctors appointments, hearings, ICE interviews and enhancing specific requirements for security, detainee monitoring, visitation and contraband control.</p> <p>Obligated Amount: \$0.00 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | HR | b4 | |
| 0008 | <p>Lodging & M&IE and Overtime for Cooks required to Travel and support emergency and evacuation operation</p> <p>The mark-up is b4 applied to approved Lodging & M&IE and Overtime for Cooks required to Travel to support emergency and evacuation operation.</p> <p>In the event that emergency and evacuation food service support is required in accordance with the local detention centers emergency plans, the contractor shall be reimbursed actual costs for overtime, meals, and overnight lodging at rates commensurate with U.S. General Services Administration (GSA) rates for the final destination at the end of the day (i.e. Batavia SPC to Syracuse with overnight in Syracuse shall be reimbursed at GSA per diem rate for Syracuse). Any overtime pay incurred for Cooks shall be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this contract. Lodging will be reimbursed at the actual expense Continued ...</p> | | | | 0.00 |

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| 0009 | <p>up to the maximum amount listed in the GSA published rates within the geographical area of occurrence (i.e. location of overnight stay). Applicable GSA rates can be found at www.gsa.gov. Obligated Amount: \$0.00 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> <p>Food Service Support for emergency and evacuation operation</p> <p>The contractor shall provide emergency and evacuation food service support in accordance with the local detention centers emergency plans. In emergency situations, the food service department shall be required to prepare one or more sack lunches for each detainee being evacuated in accordance with the local detention centers emergency plans. Obligated Amount: \$0.00 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | EA | b4 | |
| 1002 | <p>Detention and Food Services in accordance with Statement of Objectives and Performance Work Statements GUARANTEED MINIMUM - 400 BEDS</p> <p>Note: The guaranteed monthly minimum is calculated as follows:</p> <p>400 beds * the bed/day rate * 30 days = guaranteed monthly minimum</p> <p>400 * b4 * 30 = b4</p> <p>Note: The contractor shall serve three meals per 24 hour period to each detainee (breakfast, lunch and dinner). Any of these meals may be substituted as required (e.g. air flight meal, special diet meal and/or therapeutic diet meal) (Option Line Item) 02/01/2010 Product/Service Code: S206</p> <p>Accounting Info: Continued ...</p> | | | | b4 |

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| 1003 | <p>Funded: \$0.00</p> <p>Detention and Food Services in accordance with Statement of Objectives and Performance Work Statements above the guaranteed minimum (>400)</p> <p>Bed/day rate.</p> <p>Note: The contractor shall serve three meals per 24 hour period to each detainee (breakfast, lunch and dinner). Any of these meals may be substituted as required (e.g. air flight meal, special diet meal and/or therapeutic diet meal) (Option Line Item) 02/01/2010 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | DA | b4 | |
| 1004 | <p>TRANSPORTATION (in accordance with Statement of Objectives and Performance Work Statement)</p> <p>Mileage rate is b4 per mile. (Option Line Item) 02/01/2010 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | DH | b4 | |
| 1005 | <p>DELIVERABLES (in accordance with Statement of Objectives and Performance Work Statement) (Option Line Item) 02/01/2010 (Not Separately Priced) Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | LO | | 0.00 |
| 1006 | <p>Lodging & M&IE and Overtime for Guards exceeding standard 8 hour workday (mark-up %).</p> <p>The Mark-up is b4 applied to approved Lodging & M&IE and Overtime for Guards exceeding standard 8 hour workday.</p> <p>In the event that transportation services involve Continued ...</p> | | | | 0.00 |

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| | <p>distances that exceed a standard eight (8) hour workday to complete, the contractor shall be reimbursed actual costs for overtime, meals, and overnight lodging at rates commiserate with the U.S. General Services Administration (GSA) rates for the final destination at the end of the day (i.e. Buffalo to Syracuse with overnight in Syracuse shall be reimbursed at GSA per diem rate for Syracuse). Any overtime pay incurred for transportation shall be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this contract. The contractor shall comply with ICE transportation standards related to the number of hours the employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official. Lodging will be reimbursed at the actual expense up to the maximum amount listed in the GSA published rates within the geographical area of occurrence (i.e. location of overnight stay). Applicable GSA rates can be found at www.gsa.gov.</p> <p>(Option Line Item) 02/01/2010 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | | | |
| 1007 | <p>The contractor shall provide on-demand stationary guard services as required by the COTR to include, but not limited to, escorting and guarding detainees to medical or doctors appointments, hearings, ICE interviews and enhancing specific requirements for security, detainee monitoring, visitation and contraband control.</p> <p>(Option Line Item) 02/01/2010 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | HR | | |
| 1008 | <p>Lodging & M&IE and Overtime for Cooks required to Travel and support emergency and evacuation operation</p> <p>Continued ...</p> | | | | 0.00 |

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|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>The mark-up is b4 applied to approved Lodging & M&IE and Overtime for Cooks required to Travel to support emergency and evacuation operation.</p> <p>In the event that emergency and evacuation food service support is required in accordance with the local detention centers emergency plans, the contractor shall be reimbursed actual costs for overtime, meals, and overnight lodging at rates commensurate with U.S. General Services Administration (GSA) rates for the final destination at the end of the day (i.e. Batavia SPC to Syracuse with overnight in Syracuse shall be reimbursed at GSA per diem rate for Syracuse). Any overtime pay incurred for Cooks shall be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this contract. Lodging will be reimbursed at the actual expense up to the maximum amount listed in the GSA published rates within the geographical area of occurrence (i.e. location of overnight stay). Applicable GSA rates can be found at www.gsa.gov. (Option Line Item) 02/01/2010 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | | | |
| 1009 | <p>Food Service Support for emergency and evacuation operation</p> <p>The contractor shall provide emergency and evacuation food service support in accordance with the local detention centers emergency plans. In emergency situations, the food service department shall be required to prepare one or more sack lunches for each detainee being evacuated in accordance with the local detention centers emergency plans. (Option Line Item) 02/01/2010 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | EA | b4 | |
| 2002 | <p>Detention and Food Services in accordance with Statement of Objectives and Performance Work Continued ...</p> | | | | b4 |

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| 2003 | <p>Statements GUARANTEED MINIMUM - 400 BEDS</p> <p>Note: The guaranteed monthly minimum is calculated as follows:</p> <p>400 beds * the bed/day rate * 30 days = guaranteed monthly minimum</p> <p>400 * [REDACTED] * 30 = [REDACTED]</p> <p>Note: The contractor shall serve three meals per 24 hour period to each detainee (breakfast, lunch and dinner). Any of these meals may be substituted as required (e.g. air flight meal, special diet meal and/or therapeutic diet meal) (Option Line Item) 02/01/2011 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> <p>Detention and Food Services in accordance with Statement of Objectives and Performance Work Statements above the guaranteed minimum (>400)</p> <p>Bed/day rate.</p> <p>Note: The contractor shall serve three meals per 24 hour period to each detainee (breakfast, lunch and dinner). Any of these meals may be substituted as required (e.g. air flight meal, special diet meal and/or therapeutic diet meal) (Option Line Item) 02/01/2011 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | DA | [REDACTED] | |
| 2004 | <p>TRANSPORTATION (in accordance with Statement of Objectives and Performance Work Statement)</p> <p>Mileage rate is [REDACTED] per mile. (Option Line Item) 02/01/2011 Product/Service Code: S206</p> <p>Continued ...</p> | | DH | [REDACTED] | |

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|-----------------|---|-----------------|-------------|-------------------|---------------|
| 2005 | <p>Accounting Info: Funded: \$0.00</p> <p>DELIVERABLES (in accordance with Statement of Objectives and Performance Work Statement) (Option Line Item) 02/01/2011 (Not Separately Priced) Product/Service Code: S206</p> | | LO | | 0.00 |
| 2006 | <p>Accounting Info: Funded: \$0.00</p> <p>Lodging & M&IE and Overtime for Guards exceeding standard 8 hour workday (mark-up %).</p> <p>The Mark-up is b4 applied to approved Lodging & M&IE and Overtime for Guards exceeding standard 8 hour workday.</p> <p>In the event that transportation services involve distances that exceed a standard eight (8) hour workday to complete, the contractor shall be reimbursed actual costs for overtime, meals, and overnight lodging at rates commiserate with the U.S. General Services Administration (GSA) rates for the final destination at the end of the day (i.e. Buffalo to Syracuse with overnight in Syracuse shall be reimbursed at GSA per diem rate for Syracuse). Any overtime pay incurred for transportation shall be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this contract. The contractor shall comply with ICE transportation standards related to the number of hours the employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official. Lodging will be reimbursed at the actual expense up to the maximum amount listed in the GSA published rates within the geographical area of occurrence (i.e. location of overnight stay). Applicable GSA rates can be found at www.gsa.gov.</p> <p>(Option Line Item) 02/01/2011 Product/Service Code: S206</p> <p>Accounting Info: Continued ...</p> | | | | 0.00 |

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|-----------------|--|-----------------|-------------|-------------------|---------------|
| 2007 | <p>Funded: \$0.00</p> <p>The contractor shall provide on-demand stationary guard services as required by the COTR to include, but not limited to, escorting and guarding detainees to medical or doctors appointments, hearings, ICE interviews and enhancing specific requirements for security, detainee monitoring, visitation and contraband control. (Option Line Item) 02/01/2011 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | HR | b4 | |
| 2008 | <p>Lodging & M&IE and Overtime for Cooks required to Travel and support emergency and evacuation operation</p> <p>The mark-up is b4 applied to approved Lodging & M&IE and Overtime for Cooks required to Travel to support emergency and evacuation operation.</p> <p>In the event that emergency and evacuation food service support is required in accordance with the local detention centers emergency plans, the contractor shall be reimbursed actual costs for overtime, meals, and overnight lodging at rates commensurate with U.S. General Services Administration (GSA) rates for the final destination at the end of the day (i.e. Batavia SPC to Syracuse with overnight in Syracuse shall be reimbursed at GSA per diem rate for Syracuse). Any overtime pay incurred for Cooks shall be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this contract. Lodging will be reimbursed at the actual expense up to the maximum amount listed in the GSA published rates within the geographical area of occurrence (i.e. location of overnight stay). Applicable GSA rates can be found at www.gsa.gov. (Option Line Item) 02/01/2011 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00 Continued ...</p> | | | | 0.00 |

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|-----------------|---|-----------------|-------------|-------------------|---------------|
| 2009 | <p>Food Service Support for emergency and evacuation operation</p> <p>The contractor shall provide emergency and evacuation food service support in accordance with the local detention centers emergency plans. In emergency situations, the food service department shall be required to prepare one or more sack lunches for each detainee being evacuated in accordance with the local detention centers emergency plans. (Option Line Item) 02/01/2011 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | EA | b4 | |
| 3002 | <p>Detention and Food Services in accordance with Statement of Objectives and Performance Work Statements GUARANTEED MINIMUM - 400 BEDS</p> <p>Note: The guaranteed monthly minimum is calculated as follows:</p> <p>400 beds * the bed/day rate * 30 days = guaranteed monthly minimum</p> <p>400 * b4 * 30 = b4</p> <p>Note: The contractor shall serve three meals per 24 hour period to each detainee (breakfast, lunch and dinner). Any of these meals may be substituted as required (e.g. air flight meal, special diet meal and/or therapeutic diet meal) (Option Line Item) 02/01/2012 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | | | b4 |
| 3003 | <p>Detention and Food Services in accordance with Statement of Objectives and Performance Work Statements above the guaranteed minimum (>400)</p> <p>Bed/day rate.</p> <p>Continued ...</p> | | DA | b4 | |

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| | <p>Note: The contractor shall serve three meals per 24 hour period to each detainee (breakfast, lunch and dinner). Any of these meals may be substituted as required (e.g. air flight meal, special diet meal and/or therapeutic diet meal). (Option Line Item) 02/01/2012 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | | | |
| 3004 | <p>TRANSPORTATION (in accordance with Statement of Objectives and Performance Work Statement)</p> <p>Mileage rate is [b4] per mile. (Option Line Item) 02/01/2012 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | DH | [b4] | |
| 3005 | <p>DELIVERABLES (in accordance with Statement of Objectives and Performance Work Statement) (Option Line Item) 02/01/2012 (Not Separately Priced) Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | LO | | 0.00 |
| 3006 | <p>Lodging & M&IE and Overtime for Guards exceeding standard 8 hour workday (mark-up %).</p> <p>The Mark-up is [b4] applied to approved Lodging & M&IE and Overtime for Guards exceeding standard 8 hour workday.</p> <p>In the event that transportation services involve distances that exceed a standard eight (8) hour workday to complete, the contractor shall be reimbursed actual costs for overtime, meals, and overnight lodging at rates commiserate with the U.S. General Services Administration (GSA) rates for the final destination at the end of the day (i.e. Buffalo to Syracuse with overnight in Syracuse shall be reimbursed at GSA per diem rate Continued ...</p> | | | | 0.00 |

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|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>for Syracuse). Any overtime pay incurred for transportation shall be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this contract. The contractor shall comply with ICE transportation standards related to the number of hours the employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official. Lodging will be reimbursed at the actual expense up to the maximum amount listed in the GSA published rates within the geographical area of occurrence (i.e. location of overnight stay). Applicable GSA rates can be found at www.gsa.gov.</p> <p>(Option Line Item) 02/01/2012 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | | | |
| 3007 | <p>The contractor shall provide on-demand stationary guard services as required by the COTR to include, but not limited to, escorting and guarding detainees to medical or doctors appointments, hearings, ICE interviews and enhancing specific requirements for security, detainee monitoring, visitation and contraband control.</p> <p>(Option Line Item) 02/01/2012 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | HR | b4 | |
| 3008 | <p>Lodging & M&IE and Overtime for Cooks required to Travel and support emergency and evacuation operation</p> <p>The mark-up is b4 applied to approved Lodging & M&IE and Overtime for Cooks required to Travel to support emergency and evacuation operation.</p> <p>In the event that emergency and evacuation food service support is required in accordance with the local detention centers emergency plans, the contractor shall be reimbursed actual costs for Continued ...</p> | | | | 0.00 |

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|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>overtime, meals, and overnight lodging at rates commensurate with U.S. General Services Administration (GSA) rates for the final destination at the end of the day (i.e. Batavia SPC to Syracuse with overnight in Syracuse shall be reimbursed at GSA per diem rate for Syracuse). Any overtime pay incurred for Cooks shall be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this contract. Lodging will be reimbursed at the actual expense up to the maximum amount listed in the GSA published rates within the geographical area of occurrence (i.e. location of overnight stay). Applicable GSA rates can be found at www.gsa.gov. (Option Line Item) 02/01/2012 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | | | |
| 3009 | <p>Food Service Support for emergency and evacuation operation</p> <p>The contractor shall provide emergency and evacuation food service support in accordance with the local detention centers emergency plans. In emergency situations, the food service department shall be required to prepare one or more sack lunches for each detainee being evacuated in accordance with the local detention centers emergency plans. (Option Line Item) 02/01/2012 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | EA | b4 | |
| 4002 | <p>Detention and Food Services in accordance with Statement of Objectives and Performance Work Statements GUARANTEED MINIMUM - 400 BEDS</p> <p>Note: The guaranteed monthly minimum is calculated as follows:</p> <p>400 beds * the bed/day rate * 30 days = guaranteed monthly minimum Continued ...</p> | | | | b4 |

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|-----------------|---|-----------------|-------------|-------------------|---------------|
| 4003 | <p>400 * [b4] * 30 = [b4]</p> <p>Note: The contractor shall serve three meals per 24 hour period to each detainee (breakfast, lunch and dinner). Any of these meals may be substituted as required (e.g. air flight meal, special diet meal and/or therapeutic diet meal) (Option Line Item) 02/01/2013 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> <p>Detention and Food Services in accordance with Statement of Objectives and Performance Work Statements above the guaranteed minimum (>400)</p> <p>Bed/day rate.</p> <p>Note: The contractor shall serve three meals per 24 hour period to each detainee (breakfast, lunch and dinner). Any of these meals may be substituted as required (e.g. air flight meal, special diet meal and/or therapeutic diet meal) (Option Line Item) 02/01/2013 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | DA | [b4] | |
| 4004 | <p>TRANSPORTATION (in accordance with Statement of Objectives and Performance Work Statement)</p> <p>Mileage rate is [b4] per mile. (Option Line Item) 02/01/2013 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | DH | [b4] | |
| 4005 | <p>DELIVERABLES (in accordance with Statement of Objectives and Performance Work Statement) (Option Line Item) 02/01/2013 (Not Separately Priced) Continued ...</p> | | LO | | 0.00 |

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|-----------------|--|-----------------|-------------|--|---------------|
| 4006 | <p>Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> <p>Lodging & M&IE and Overtime for Guards exceeding standard 8 hour workday (mark-up %).</p> <p>The Mark-up is b4 applied to approved Lodging & M&IE and Overtime for Guards exceeding standard 8 hour workday.</p> <p>In the event that transportation services involve distances that exceed a standard eight (8) hour workday to complete, the contractor shall be reimbursed actual costs for overtime, meals, and overnight lodging at rates commiserate with the U.S. General Services Administration (GSA) rates for the final destination at the end of the day (i.e. Buffalo to Syracuse with overnight in Syracuse shall be reimbursed at GSA per diem rate for Syracuse). Any overtime pay incurred for transportation shall be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this contract. The contractor shall comply with ICE transportation standards related to the number of hours the employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official. Lodging will be reimbursed at the actual expense up to the maximum amount listed in the GSA published rates within the geographical area of occurrence (i.e. location of overnight stay). Applicable GSA rates can be found at www.gsa.gov.</p> <p>(Option Line Item) 02/01/2013 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | | | 0.00 |
| 4007 | <p>The contractor shall provide on-demand stationary guard services as required by the COTR to include, but not limited to, escorting and guarding detainees to medical or doctors appointments, hearings, ICE interviews and enhancing specific requirements for security, Continued ...</p> | | HR | b4 | |

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|-----------------|--|-----------------|-------------|-------------------|---------------|
| 4008 | <p>detainee monitoring, visitation and contraband control. (Option Line Item) 02/01/2013 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> <p>Lodging & M&IE and Overtime for Cooks required to Travel and support emergency and evacuation operation</p> <p>The mark-up is b4 applied to approved Lodging & M&IE and Overtime for Cooks required to Travel to support emergency and evacuation operation.</p> <p>In the event that emergency and evacuation food service support is required in accordance with the local detention centers emergency plans, the contractor shall be reimbursed actual costs for overtime, meals, and overnight lodging at rates commensurate with U.S. General Services Administration (GSA) rates for the final destination at the end of the day (i.e. Batavia SPC to Syracuse with overnight in Syracuse shall be reimbursed at GSA per diem rate for Syracuse). Any overtime pay incurred for Cooks shall be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this contract. Lodging will be reimbursed at the actual expense up to the maximum amount listed in the GSA published rates within the geographical area of occurrence (i.e. location of overnight stay). Applicable GSA rates can be found at www.gsa.gov. (Option Line Item) 02/01/2013 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> | | | | 0.00 |
| 4009 | <p>Food Service Support for emergency and evacuation operation</p> <p>The contractor shall provide emergency and evacuation food service support in accordance with the local detention centers emergency plans. In emergency situations, the food service Continued ...</p> | | EA | b4 | |

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|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>department shall be required to prepare one or more sack lunches for each detainee being evacuated in accordance with the local detention centers emergency plans. (Option Line Item) 02/01/2013 Product/Service Code: S206</p> <p>Accounting Info: Funded: \$0.00</p> <p>The obligated amount of award: \$0.00. The total for this award is shown in box 15G.</p> | | | | |

Inspection and Acceptance

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

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

(End of clause)

Deliveries or Performance

F-1 Stop-Work Order. (AUG 1989) 52.242-15

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

F-2 Government Delay of Work. (APR 1984) 52.242-17

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence

of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed -

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

CLIN – Deliveries or Performance

The period of performance for the following firm items are from date of award through 12 months thereafter, estimated at:

| CLIN | From | To |
|------|------------|------------|
| 0001 | 03/11/2009 | 03/31/2009 |
| 0002 | 04/01/2009 | 01/31/2010 |
| 0003 | 04/01/2009 | 01/31/2010 |
| 0004 | 04/01/2009 | 01/31/2010 |
| 0005 | 04/01/2009 | 01/31/2010 |
| 0006 | 04/01/2009 | 01/31/2010 |
| 0007 | 04/01/2009 | 01/31/2010 |
| 0008 | 04/01/2009 | 01/31/2010 |
| 0009 | 04/01/2009 | 01/31/2010 |

The period of performance for the following option items are from date of option through 12 months thereafter, estimated at:

| CLIN | From | To |
|------|------------|------------|
| 1002 | 02/01/2010 | 01/31/2011 |
| 1003 | 02/01/2010 | 01/31/2011 |
| 1004 | 02/01/2010 | 01/31/2011 |
| 1005 | 02/01/2010 | 01/31/2011 |
| 1006 | 02/01/2010 | 01/31/2011 |
| 1007 | 02/01/2010 | 01/31/2011 |
| 1008 | 02/01/2010 | 01/31/2011 |
| 1009 | 02/01/2010 | 01/31/2011 |

| CLIN | From | To |
|------|------------|------------|
| 2002 | 02/01/2011 | 01/31/2012 |
| 2003 | 02/01/2011 | 01/31/2012 |
| 2004 | 02/01/2011 | 01/31/2012 |
| 2005 | 02/01/2011 | 01/31/2012 |
| 2006 | 02/01/2011 | 01/31/2012 |
| 2007 | 02/01/2011 | 01/31/2012 |
| 2008 | 02/01/2011 | 01/31/2012 |
| 2009 | 02/01/2011 | 01/31/2012 |

| CLIN | From | To |
|------|------------|------------|
| 3002 | 02/01/2012 | 01/31/2013 |
| 3003 | 02/01/2012 | 01/31/2013 |

| | | |
|------|------------|------------|
| 3004 | 02/01/2012 | 01/31/2013 |
| 3005 | 02/01/2012 | 01/31/2013 |
| 3006 | 02/01/2012 | 01/31/2013 |
| 3007 | 02/01/2012 | 01/31/2013 |
| 3008 | 02/01/2012 | 01/31/2013 |
| 3009 | 02/01/2012 | 01/31/2013 |

| CLIN | From | To |
|------|------------|------------|
| 4002 | 02/01/2013 | 01/31/2014 |
| 4003 | 02/01/2013 | 01/31/2014 |
| 4004 | 02/01/2013 | 01/31/2014 |
| 4005 | 02/01/2013 | 01/31/2014 |
| 4006 | 02/01/2013 | 01/31/2014 |
| 4007 | 02/01/2013 | 01/31/2014 |
| 4008 | 02/01/2013 | 01/31/2014 |
| 4009 | 02/01/2013 | 01/31/2014 |

Contract Administration Data

G.1 - GENERAL ADMINISTRATIVE INFORMATION

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility, which will administer the contract if such address is different from the address shown on the SF33, as applicable.

The Contracting Officer is:

Travis H. Gordon
Contracting Officer, Officer of Acquisition Management (OAQ)
Immigration and Customs Enforcement
Department of Homeland Security
Washington, DC 20536
Desk: (202) 732-2544
travis.gordon@dhs.gov

G.2 - CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.

In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, including any change beyond the scope of authority given to the duly authorized Contracting Officer's Representative identified in the contract, the change will be considered to have been made without authority and no adjustment will be made in the contract cost to cover any increase in charges incurred as a result thereof. The Contracting Officer has the authority to perform any and all post-award functions in administering and enforcing this contract in accordance with its terms and conditions.

The Contracting Officer may execute contract modifications deobligating unexpended DHS/ICE dollar balances considered excess to known contracting requirements.

G.3 - CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) DESIGNATION AND AUTHORITY

The Contracting Officer has designated the following as the Contracting Officer's Representative (COR) under this contract.

TBD

The COR is responsible for administering the performance of work under this contract. **IN NO EVENT**, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms and conditions of this contract be effective or binding upon the Government unless formalized by proper

contractual documents executed by the Contracting Officer prior to completion of the contract.

The COR may give technical direction to the Contractor that fills in details, requires pursuit of certain lines of inquiry, or otherwise serves to facilitate the Contractor's compliance with the contract. To be valid, technical direction by the COR:

- Must be consistent with the general scope of work set forth in this contract
- May not constitute new assignment of work nor change the expressed terms, conditions, or specifications of this contract; and
- Shall not constitute a basis for any increase in the contract's estimated cost, or extension to the contract or period of performance.

In the event any Government technical direction is interpreted by the Contractor to fall within the clause of this Contract entitled "CHANGES" (52.243-1 Alternate 1), the Contractor shall not implement such direction but shall notify the Contracting Officer in writing of such interpretation within ten (10) working days after the Contractor's receipt of such direction. Such notice shall:

Include the reasons upon which the Contractor bases its belief that the technical direction falls within the purview of the "CHANGES" clause; and

Include the Contractor's best estimate as to the revision of any contractual provision that would result from implementing the COR's technical direction.

If, after reviewing the information presented by the Contractor, the Contracting Officer is of the opinion that such direction is within the purview of the "CHANGES" clause and considers such change desirable, a unilateral direction will be issued to the Contractor to proceed pursuant to the authority granted in that clause. If a determination is made that such direction is technical direction authorized by this schedule clause, the Contractor will be directed to proceed with the implementation of such technical direction.

In the event a determination is made that it is necessary to avoid a delay in performance of the Contract, the Contracting Officer may direct the Contractor to proceed with the implementation of the technical direction pending receipt of the information to be submitted by the Contractor. Should the Contracting Officer later determine that Change direction is appropriate; the written direction issued hereunder shall constitute the required Change direction.

Failure of the Contractor and the Contracting Officer to agree on whether Government direction is technical direction or a Change within the purview of the "CHANGES" clause of this contract shall be a dispute concerning a question of fact within the meaning of the Section I Clause entitled "DISPUTES" (52.233-1).

G.4 - ORGANIZATIONAL CONFLICTS OF INTEREST

The Contractor warrants that, to the best of his knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in Federal Acquisition Regulation 9.5, or that the offeror has disclosed all such relevant information.

The Contractor agrees that if an actual or potential conflict of interest is discovered after award, the offeror will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflicts.

Remedies: The Government may terminate the contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did

not disclose it, or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue other such remedies as may be permitted by law or this contract.

G.5 - ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT REQUIREMENTS

See Clauses section below for method and manner of payment.

FAR 52.232-33, PAYMENTS BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION, is included in this solicitation/contract. All Contractor payments will be made by EFT unless accepted or otherwise determined by the paying office designated in the contract.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

G.6 - INVOICES

ICE shall pay for satisfactory services rendered under this contract. When invoicing on a monthly basis, the Contractor shall include the required information with the actual number of bed-days performed at the agreed contract price, if the actual number of bed-days exceeds the guaranteed minimum. In the event that the actual number of bed-days performed is less than the guaranteed minimum, the contractor shall invoice the guaranteed minimum. Contract Number and/or Task Order Number must be clearly marked on the invoice.

The invoice shall be numbered, dated and submitted to the respective Contracting Officer's Technical Representatives (COTRs) by location listed in G-2 who will review and certify that the information stated on the invoice is correct and accurate. The COTR shall forward the reviewed invoices to the ACO for concurrence before forwarding the correct certified invoice to DFC for payment.

If any performance deficiencies, errors, and/or adjustment were found on the invoice, the COTR shall notify and forward the invoice directly to the Contracting Officer or designee for action first.

Upon review and concurrence by the ACO, respective COTR shall fax, DHL, or email a copy of the corrected certified invoice to (the following procedure takes effect 5/27/2008 and pertains to all invoices submitted on that date and thereafter):

By mail:
DHS, ICE
Burlington Finance Center
P.O. Box 1620
Williston, VT 05495-1620
Attn: DRO Invoice

By fax:
802-288-7658 (include a cover sheet with point of contact & # of pages)

By email:
Invoice.Consolidation@dhs.gov

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 5/27/2008 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.

G.7 - PAYMENTS WILL BE MADE BY:

Dallas Finance Center
Telephone: 214-915-6161

G.8 - MONTHLY STATUS REPORT SUBMISSION

Contractor shall prepare and submit a Monthly Status Report concurrently with each invoice presented for payment (both the COTR and the Contract Administrator copy). The report shall cover the term for which the invoice is submitted and shall list by site any significant events that occurred during the reporting period with respect to the accomplishments of the tasks, a summary of what work was accomplished, problems and resolutions (address problem areas, results obtained relating to previously identified problem areas, and recommendations involving impact on technical, price and scheduling).

(End of clause)

Special Contract Requirements

H-1 ICE SECURITY REQUIREMENTS

GENERAL

The Department of Homeland Security (DHS) has determined that performance of the tasks requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

SUITABILITY DETERMINATION

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS ' facilities will not be subject to security suitability screening.

BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 45 days before the starting date of the contract or 45 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions"
2. FD Form 258, "Fingerprint Card" (2 copies)
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
5. Drug Questionnaire
6. Alcohol Questionnaire
7. Financial Disclosure Report

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

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

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to, development of, or maintenance to any DHS IT system.

CONTINUED ELIGIBILITY

If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

DHS reserves the right and prerogative to deny and/ or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

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

The OPR-PSU must be notified of all terminations/ resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.

EMPLOYMENT ELIGIBILITY

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

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

SECURITY MANAGEMENT

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will

interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COTR and the OPR-PSU 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 effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

INFORMATION TECHNOLOGY SECURITY CLEARANCE

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement*. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

Contract Clauses

I-1 Definitions. (JUL 2004) 52.202-1

I-2 Gratuities. (APR 1984) 52.203-3

I-3 Covenant Against Contingent Fees. (APR 1984) 52.203-5

I-4 Restrictions on Subcontractor Sales to the Government. (SEP 2006) 52.203-6

I-5 Anti-Kickback Procedures. (JUL 1995) 52.203-7

I-6 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997) 52.203-8

I-7 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997) 52.203-10

I-8 Limitation on Payments to Influence Certain Federal Transactions. (SEP 2007) 52.203-12

I-9 Security Requirements. (AUG 1996) 52.204-2

I-10 Printed or Copied Double-Sided on Recycled Paper. (AUG 2000) 52.204-4

52.204-7 Central Contractor Registration

I-11 Personal Identity Verification of Contractor Personnel. (SEP 2007) 52.204-9

I-12 Notice of Standard Competition. (MAY 2006) 52.207-1

I-13 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (SEP 2006) 52.209-6

I-14 Audit and Records - Negotiation. (JUN 1999) 52.215-2

I-15 Order of Precedence - Uniform Contract Format. (OCT 1997) 52.215-8

I-16 Pension Adjustments and Asset Reversions. (OCT 2004) 52.215-15

I-17 Waiver of Facilities Capital Cost of Money. (OCT 1997) 52.215-17

I-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005) 52.215-18

I-19 Option to Extend Services. (NOV 1999) 52.217-8

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of ending Period of Performance date.

(End of clause)

I-20 Option to Extend the Term of the Contract. (MAR 2000) 52.217-9

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days of ending Period of Performance date, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed [](months)(years).

(End of clause)

I-21 Reserved

I-22 Utilization of Small Business Concerns. (MAY 2004) 52.219-8

I-23 Special 8(a) Contract Conditions. (FEB 1990) 52.219-11

The Small Business Administration (SBA) agrees to the following:

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

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegate to the ICE OAO the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the *[insert name of contracting agency]* shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the *[insert name of contracting agency]*.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the Disputes clause of said subcontract.

(f) To notify the *[insert name of contracting agency]* 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.

(End of clause)

I-24 Limitations on Subcontracting. (DEC 1996) 52.219-14

- I-26 Notice to the Government of Labor Disputes. (FEB 1997) 52.222-1**
- I-27 Convict Labor. (JUN 2003) 52.222-3**
- I-28 Contract Work Hours and Safety Standards Act - Overtime Compensation. (JUL 2005) 52.222-4**
- I-29 Prohibition of Segregated Facilities. (FEB 1999) 52.222-21**
- I-30 Equal Opportunity. (MAR 2007) 52.222-26**
- I-31 Notification of Visa Denial. (JUN 2003) 52.222-29**
- I-32 Affirmative Action for Workers with Disabilities. (JUN 1998) 52.222-36**
- I-33 Service Contract Act of 1965, as Amended. (JUL 2005) 52.222-41**
- I-34 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts). (NOV 2006) 52.222-43**
- I-35 Reserved 52.222-47**
- I-36 Pollution Prevention and Right-to-Know Information. (AUG 2003) 52.223-5**
- I-37 Drug-Free Workplace. (MAY 2001) 52.223-6**
- I-38 Waste Reduction Program. (AUG 2000) 52.223-10**
- I-39 Toxic Chemical Release Reporting. (AUG 2003) 52.223-14**
- I-40 Privacy Act Notification. (APR 1984) 52.224-1**
- I-41 Privacy Act. (APR 1984) 52.224-2**
- I-42 Restrictions on Certain Foreign Purchases. (FEB 2006) 52.225-13**
- I-43 Reserved. 52.225-16**
- I-44 Authorization and Consent. (JUL 1995) 52.227-1**
- I-45 Insurance - Work on a Government Installation. (JAN 1997) 52.228-5**
- I-46 Federal, State, and Local Taxes. (APR 2003) 52.229-3**
- I-47 Reserved 52.229-5**
- I-48 Payments. (APR 1984) 52.232-1**
- I-49 Discounts for Prompt Payment. (FEB 2002) 52.232-8**
- I-50 Limitation on Withholding of Payments. (APR 1984) 52.232-9**
- I-51 Extras. (APR 1984) 52.232-11**

I-52 Interest. (JUN 1996) 52.232-17

I-53 Availability of Funds. (APR 1984) 52.232-18

I-54 Availability of Funds for the Next Fiscal Year. (APR 1984) 52.232-19

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

(End of clause)

I-55 Assignment of Claims. (JAN 1986) 52.232-23

I-56 Prompt payment. (OCT 2003) 52.232-25

~~52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration~~

I-57 Payment by Electronic Funds Transfer - Other than Central Contractor Registration. (MAY 1999) 52.232-34

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either -

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: designated office) by [*the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or concurrent with first request as prescribed by the head of the agency; if not prescribed, insert no later than 15 days prior to submission of the first request for payment*]. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for -

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and -

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information

that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) *EFT information.* The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

**I-58 Designation of Office for Government Receipt of Electronic Funds Transfer Information. (MAY 1999)
52.232-35**

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

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

(c) Designated Office:

Name: []

Mailing Address: []

Telephone Number: []

Person to Contact: []

Electronic Address: []

(End of clause)

I-59 Disputes. (JUL 2002) 52.233-1

I-60 Protest after Award. (AUG 1996) 52.233-3

I-61 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984) 52.237-2

I-62 Continuity of Services. (JAN 1991) 52.237-3

I-63 Bankruptcy. (JUL 1995) 52.242-13

I-64 Government Property. (JUN 2007) 52.245-1

I-65 Government Property Installation Operation Services. (JUN 2007) 52.245-2

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost, damaged or destroyed Government property. If any or all of the Government property is lost, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause: **NONE**

(End of clause)

I-66 Warranty of Services. (MAY 2001) 52.246-20

(a) Definition.

Acceptance, as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor [Contracting Officer shall insert the specific period of time in which notice shall be given to the Contractor; e.g., within 30 days from the date of acceptance by the Government,; within 1000 hours of use by the Government; or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time]. This notice shall state either -

- (1) That the Contractor shall correct or reperform any defective or nonconforming services; or
- (2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

I-67 Limitation of Liability - Services. (FEB 1997) 52.246-25

I-68 Value Engineering. (FEB 2000) 52.248-1

I-69 Termination for Convenience of the Government (Fixed-Price). (MAY 2004) 52.249-2

I-70 Default (Fixed-Price Supply and Service). (APR 1984) 52.249-8

I-71 Computer Generated Forms. (JAN 1991) 52.253-1

I-72 Dissemination of contract information. (DEC 2003) 3052.242-71

I-73 Government property reports. (JUN 2006) 3052.245-70

I-74 Approval of Contract. (DEC 1989) 52.204-1

This contract is subject to the written approval of [*identify title of designated agency official here*] and shall not be binding until so approved.

(End of clause)

I-75 Notification of Ownership Changes. (OCT 1997) 52.215-19

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.216-1 Type of Contract

The Government contemplates award of a Requirements contract resulting from this solicitation.

I-76 Ordering. (OCT 1995) 52.216-18

(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 January 1, 2009 through December 31, 2013.

(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.

(End of clause)

I-77 Order Limitations. (OCT 1995) 52.216-19

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than ~~\$1,000.00~~ 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 ~~\$40M~~;

(2) Any order for a combination of items in excess of ~~\$40M~~; or

(3) A series of orders from the same ordering office within [] 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 [] 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.

(End of clause)

I-78 Requirements. (OCT 1995) 52.216-21

(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; *provided*, that the Contractor shall not be required to make any deliveries under this contract after *[insert date]*.

(End of clause)

I-79 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006) 52.222-35

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay

would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related

activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

I-80 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006) - Alternate I (DEC 2001) 52.222-35

Notice: The following term(s) of this clause are waived for this contract:[*List term(s)*].

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual

is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rate of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are

filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

I-81 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006) 52.222-37

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-

(1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and

(3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS100, entitled "Federal Contractor Veterans' Employment Report (VETS100 Report)".

(c) The Contractor shall submit VETS100 Reports no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date-

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that-

(1) The information is voluntarily provided;

(2) The information will be kept confidential;

(3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and

(4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

I-82 Statement of Equivalent Rates for Federal Hires. (MAY 1989) 52.222-42

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

This Statement is for Information Only:

It is not a Wage Determination

| Employee Class | Monetary Wage - Fringe Benefits |
|-----------------------|--|
| [] | [] |

(End of clause)

52.222-50 Combating Trafficking in Persons

(a) *Definitions.* As used in this clause—

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall—

- (1) Notify its employees of—
 - (i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may render the Contractor subject to—

(1) Required removal of a Contractor employee or employees from the performance of the contract;

(2) Required subcontractor termination;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(End of clause)

I-85 Changes - Fixed-Price. (AUG 1987) - Alternate I (APR 1984) 52.243-1

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

I-87 Subcontracts for Commercial Items. (MAR 2007) 52.244-6

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I-88 Clauses Incorporated by Reference. (FEB 1998) 52.252-2

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

(End of clause)

I-89 Security requirements for unclassified information technology resources. (JUN 2006) 3052.204-70

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within [*insert number of days*] days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

(End of clause)

I-90 Contractor employee access. (JUN 2006) 3052.204-71

(a) "Sensitive Information," as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(End of clause)

I-91 Prohibition on contracts with corporate expatriates. (JUN 2006) 3052.209-70

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) *Treatment of Certain Rights.*

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that (Check one):

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

___ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of provision)

I-92 3052.228-70 Insurance (Dec 2003)

In accordance with the clause entitled "Insurance - Work on a Government Installation" [or Insurance - Liability to Third Persons] in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

(a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).

(b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).

(c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

(End of clause)

I-92 3052.245-70 Government Property Report (Jun 2006)

(a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.

(b) The report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on DHS Form 0700-5, Contractor Report of Government Property.

(End of clause)

I-94 3052.242-72 Contracting Officer's Technical Representative (Dec 2003)

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

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

(End of provision)

List of Documents, Exhibits and Other Attachments

| | |
|--------------|---|
| Attachment 1 | Collective Bargaining Agreement |
| Attachment 2 | Deliverables of Written Documentation |
| Attachment 3 | Performance Requirements Summary |
| Attachment 4 | Contract Discrepancy Report |
| Attachment 5 | Performance Monitoring Tool |
| Attachment 6 | Detention Services Quality Control Plan, Management Plan and Transition Plan |
| Attachment 7 | Food Services Quality Control Plan, Management Plan and Transition Plan |
| Attachment 8 | Representations and Certifications |

AGREEMENT

by and between

**ASSET PROTECTION & SECURITY
SERVICES, LP**

and

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 200 UNITED**

4/1/2007-3/31/2010

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AGREEMENT

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

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

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

ARTICLE 1- BILL OF RIGHTS

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

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

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

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

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

ARTICLE 2 - RECOGNITION

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

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

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

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

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

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

ARTICLE-3 UNION SECURITY AND CHECKOFF

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

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

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

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

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

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

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

ARTICLE 4- RIGHTS AND FUNCTIONS OF MANAGEMENT

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

ARTICLE 5- SPECIAL MEETINGS

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

ARTICLE 6- UNION STEWARDS

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

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

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

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

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

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

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

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

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

ARTICLE 7- BULLETIN BOARD/MAIL BOXES

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

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

ARTICLE-8 GRIEVANCE PROCEDURE

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

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

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

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

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

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

Step 4. In the event that the grievance is not resolved at the First, Second or Third Step, the same shall be referred to the Federal or State Mediation or Conciliation Service within 14 calendar days of the Step 3 answer, for the assignment of a Mediator in an effort to resolve the dispute.

A. The parties must meet and confer to discuss the grievance. A Business Representative of the Union, Stewards and the grievant(s), Mediator, and Company Representatives shall endeavor to resolve the issue

B. An employee may appeal a suspension or discharge beginning with the Fourth Step of the Grievance Procedure.

Step 5. If all parties are unable to resolve said grievance within 14 calendar days through the mediation procedure, they shall jointly submit their differences to a Staff Arbitrator assigned by the New York State Employment Relations Board (NYSERB).

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

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

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

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

ARTICLE 9- DISCIPLINE

Section 1. It is hereby agreed and understood that the employer shall have the right to discipline or discharge an employee for **just cause reasons** or at the request of ICE. The Company shall supply documentation from ICE, if discipline or termination is requested by ICE, and if ICE provides such to the Company. The conduct for which discipline is being imposed and the penalty proposed should be specified in writing from the person, or persons initiating the discipline procedures.

A. It is recognized that ICE retains the sole and final authority for granting/withdrawing an employee's site security clearance. If an employee commits an act deemed by ICE to necessitate that employee's removal from the site or the revocation of clearance, the Company agrees to provide whatever information concerning ICE's decision that it may possess.

B. It is further understood that any employee whose clearance is revoked by ICE may not grieve disciplinary action beyond Step 3 of the Grievance Process.

C. Any employee who is placed on unpaid administrative leave or suspended during an investigation mandated by ICE for an employee action is not entitled to any pay or benefits for lost work, including backpay and benefits, as a result of the unpaid administrative leave or suspension even if ICE subsequently restores the employee's clearance and the individual returns to work.

- D. If the company places an employee on unpaid administrative leave or suspends an employee for a reason not related to an ICE order to place the employee on administrative leave or suspension, that employee retains his/her rights under all phases of the grievance procedure and may be entitled to lost pay and benefits should the Company so agree or should an arbitrator so decide.
- E. When proposing a disciplinary measure on a current charge, the company **will not** take into account any prior infractions that occurred more than eighteen (18) months previous.
- F. Copies of all complaints, notices and reports or other pertinent information filed by an employee's supervisor or any other company officer which relates to the employee, and is signed by the employee, and may be made the basis of disciplinary action up to and including discharge, shall be made available to the employee and to the chief steward at the time such charges are made, if the employee so requests. Such complaints, notices and reports or other pertinent information shall be subject to the grievance procedure.

Section 2. If the Company has a reason to warn or reprimand an employee, it shall be done in a manner that is consistent with good employee relationship principles. Copies of such warnings or reprimands shall be given to the Chief Steward, if the employee or employer so requests.

Section 3. Investigations: Employees are required to participate in all investigations initiated or sought by the Company or ICE. They are required to answer questions pertaining to any incident and to report what they personally witnessed to ICE, the Company and to their Supervisors, as long as **ARTICLE 1 Sec. 4** of this agreement is not violated. Failure to comply will lead to discipline up to and including termination.

- A. **Discipline Inquiry.** Employees subject to a disciplinary inquiry are entitled to representation by a Union Steward. The primary disciplinary officer for the post shall be the Post Administrator (**Post Captain**). The Post Captain shall ensure that an applicable Union Steward, if requested, is available and attends the Disciplinary Inquiry.
- B. **Issuance of Disciplinary measures.** The Post Administrator (**Post Captain**) shall recommend to the Project Manager an appropriate disciplinary measure upon the conclusion of the Disciplinary Inquiry. The Project Manager will then issue one or more of the following measures to the employee.
 1. Dismissal of charges.
 2. Verbal warning, which may be documented in the file in writing.
 3. Written warning.
 4. Suspension for 1 to 10 working days depending upon the incident / performance discrepancy and the officer's overall record for the past eighteen (18) months.
 5. Performance Probation. A period of up to 180 calendar days in which the employee may have no violations of ICE and Company polices. If the officer has any violations, the Project Manager, at his discretion, may revoke probation, invoke any suspension or other withheld punishment that was mitigated, and take action as appropriate for the new violation, including violation of probation. The Project Manager shall issue proper documentation to the chief steward supporting the probation violation. All disciplinary actions are subject to the grievance procedure.

NOTE: Steps 1-5 above are not the exclusive means of discipline that may be administered by the Company nor is the above intended to limit any discipline or combinations of discipline that may be administered in combination with each or other disciplinary means. However, Steps 1 - 5 are intended to provide a progressive ladder of disciplinary measures that provide flexibility to management and Union representatives in deciding appropriate reactions to documented disciplinary infractions. The Project Manager is not obligated or bound to use each step of progression, for example, if an employee commits an automatic termination offense, or if ICE requires a more severe penalty than is at first determined by the Project Manager other, more stringent discipline may be applied. The Company reserves the right to implement discipline at the level or in combinations it deems appropriate for the offense, the employee's overall performance record, and all other relevant factors.

6. Termination. An officer who commits one of the infractions listed below is subject to immediate discharge. Prior to termination, however, the Project Manager shall conduct an investigation, forward the investigation for review by the Company General Manager, and then notify the Union of the Company's pending intent to terminate an officer. The Union shall then be allowed to review the investigation results and offer any evidence in mitigation. The Company General Manager will review any such evidence and issue a final decision.
 - a. Any revocation of security clearance by ICE.
 - b. Theft or careless loss of government or company equipment and property, including damage thereto.
 - c. Abuse or use, possession of, sale of, or distribution of illegal substances, and/or contraband.
 - d. Reporting to work under the influence of a substance that impairs the ability to perform assigned work duties, including alcohol, illegal drugs, or over the counter medications that have such affect.
 - e. Refusal to submit to a substance screening when required under the company's random drug surveillance program, fitness for duty exam, probable cause, or annual drug screening testing program.
 - f. Threatening or intimidating fellow officers or detainees on government property.
 - g. Falsifying government or company documents, including but not limited to, reports, time sheets, (record of presence, attendance records) personal history information, and job applications.
 - h. Sleeping on duty/being inattentive to duty (includes dozing off).
 - i. Failure to attend training when scheduled (unless absence is excused by the Post Captain or Project Manager), for illness of officer or other reasons (such as vacation, lack of notification in a timely manner by management etc).
 - j. Possession of firearms, deadly weapons or explosives on government property, unless specifically required and assigned by ICE.
 - k. Introducing, possessing, transmitting, not reporting contraband on government property.
 - l. Fraternalizing with detainees, engaging in sexual activities on government property with any ICE employee, company employee, or detainee.
 - m. Engaging in non-work related activities while on duty, including but not limited to playing of cards or other games, reading magazines, etc.
 - n. Engaging in any activity that would endanger the well-being or life of another individual.
 - o. Excessive use of force. (Requires a finding by ICE).
 - p. Harassment. Defined as making sex, race, color or other protected characteristic a condition of employment or favorable treatment; creating an unreasonably hostile work environment through lewd remarks, inappropriate jokes or gestures, etc.; and inappropriate physical contact with ICE, company employees, and/or detainees. (These actions will be determined and investigated through EEO procedures; an employee will not be terminated until an appropriate EEO investigation has been conducted but may be placed on administrative leave (with or without pay) or transferred during the course of any investigation.)
 - q. Commission of a "no call no show" unless it is excusable because of weather, severe/sudden illness, death or family emergency or any circumstances not controllable by the employee, and the employee can show supporting documentation of circumstances.
 - r. Excessive absences as defined in Article 24.
 - s. Selling, discussing, providing or disclosing to unauthorized parties detainee lists or information.

t. Failure to cooperate in a Company / ICE investigation of an incident, and /or lying during an investigation.

u. Violation of ICE Rules, Regulations and Policies, not related to post orders.

v. Failure to pass reasonable physical fitness testing relating to work requirements or maintain other qualifications for the position assigned.

7. **Review/apellate actions.** The Company's General Manager or the Corporate Operations Director will automatically review and approve or mitigate any termination actions and suspensions. The Project Manager is authorized to mitigate/suspend lesser disciplinary actions imposed at his discretion. All disciplinary actions are subject to the grievance procedures.

8. **Ex Post Facto Rules.** The Company agrees that, if it creates a new policy that would result in termination or suspension of an officer, it will not impose such actions on any individual who committed such offense prior to the effective date of the policy created. The company furthermore agrees to notify the Union of all policy changes and allow the Union to comment thereon within 5 days of the policy becoming effective.

ARTICLE 10 - SENIORITY

Section 1. Definition - Date of Hire (DOH). The (DOH) is the date in which the first day the employee is required by the Company and or ICE to report to the facility for new hire training or performance of a productive work schedule and being paid to do so. This date determines the seniority of the officer. The DOH is also referred to as the officer's "anniversary date" for various benefits. Full-time and part-time schedule bid employees' seniority shall be defined as the total length of continuous service rendered by each employee as a service employee under the Service Contract Act, at the Buffalo Federal Detention Facility. The seniority of part time officers commences upon their permanent assignment to a full or part-time schedule bid. This agreement is based on "Seniority rules", if any questions arrive that cannot be determined by any other provision herein, "Seniority rules" will be applied to make the determination and solution.

A. Determining seniority in the case of employees with the same DOH. Full-time and part-time schedule bid employees whose DOH is the same day are placed on the seniority list based first upon their class rank in their basic training class and second by the lowest last four digits of their social security number. The Company will maintain two separate seniority lists: Full-time and Part Time.

Section 2. Accrual of Seniority: As defined in Section 3 of this Article.

Section 3. Loss of Seniority:

- A. Discharged, if not reversed.
- B. An employee absent for more than two (2) consecutive normal scheduled working days without notification of valid reason to their supervisor shall be considered as having quit.
- C. Unexcused failure to return back to work when recalled from layoff.
- D. Retirement.
- E. After twelve (12) consecutive months, if an employee is not recalled from layoff.
- F. Voluntary resignation.
- G. After expiration of an authorized period of Family Medical Leave Act (FMLA) Leave, if the employee fails to return to work, for any reason, the employee is considered to have quit employment, unless the employee is on other authorized leave prior to the expiration of FMLA leave.
- H. If an employee leaves a Union covered position for a non-covered position with management and subsequently returns to a bargaining unit position, the employee will be afforded an opportunity by the Union to restore his/her

seniority through payment of dues to be decided the Union. Effective April 1, 2008, if supervisors are removed from the bargaining unit, they will be limited to 18 months to return to the Bargaining Unit or they shall forfeit all rights to seniority.

Section 4. Seniority List. The Company shall maintain a roster of employees, arranged according to seniority, showing name, job classification and seniority date, a copy shall be furnished to the Union, within **ninety (90)** days after the signing of this Agreement and monthly thereafter. All new employee's names shall be submitted to the Union along with their Date of Hire (DOH) with each monthly list. The seniority list shall be posted on the UNION bulletin board. Officers who are promoted to supervisory classifications retain their original date of seniority throughout their tenure as a supervisor; if they are later demoted, there is no effect on their seniority.

Section 5. New Hire Trainees. Newly hired officers receive up to 136 hours of training prior to commencing work as Custody Officers. During their training they are paid at the hourly rate specified in Annex A for B Tour and do not earn fringe benefits, or other benefits besides pay for training completed. New Hire Trainee's DOH is considered to be their first day of paid training if they are immediately assigned to a full-time or part time schedule bid, and once they complete their 120 day probationary period (which includes their new hire training period), their seniority date is established as their DOH.

Section 6. Probationary Period. New employees will serve a probationary period of **one hundred and twenty (120)** calendar days. During their probationary period, an employee may be subject to discipline or discharge without recourse to the grievance procedure. Newly hired probationary employees will not have seniority until successful completion of the probation period, at which time their seniority date will be established as the initial DOH.

ARTICLE 11 – VACANCIES

Section 1. All open permanent vacancies in existing classifications and all new positions will be posted for seniority bid as they occur. Notice of such vacancies or new positions will be posted in a designated location where all employees may view it for **five (5)** business days so that interested employees may submit a bid. The position will then be awarded to the most senior full-time employee possessing the relative ability and qualifications to perform the job. All postings will include a job description, with number of hours, wage rate, and qualifications needed.

- A. In the case of promotions to Supervisory Custody Officer (**Lieutenant/Auxiliary Lieutenant**), or selection for a management position, the Company will advertise the vacancy for a prescribed period; management retains the right to select the person it determines to be overall most qualified individual for the position regardless of seniority. The Company may, at its sole discretion, appoint or promote officers to supervisory positions, without advertisement, if, as determined by the Company, operational requirements necessitate immediate filling of a vacancy.
- B. In the case of demotions from a Supervisory Custody Officer (**Lieutenant/Auxiliary Lieutenant**) rank, the Company retains the right to demote or otherwise discipline Supervisory Custody Officers for just cause reasons, and must be handled within good employee relationship principles. If the client, ICE, directs removal of a supervisor for unsatisfactory performance, such removal is not subject to the grievance procedures, but the Company must supply supporting documentation from ICE, if provided by ICE, to the employee. Demotions do not result in termination unless some other factor of performance exists that may subject the employee to disciplinary measures.

Notwithstanding paragraph B above, the Company, may, at its sole discretion, remove or demote supervisory officers for "loss of confidence" due to inappropriate leadership style, harsh behavior toward subordinates, failure to observe or report infractions by subordinates, and other such reasons deemed appropriate. That is, performance of the required supervisory functions is not, in and of itself, an adequate defense against removal from a supervisory position.

Section 2. In the event that an employee's job is abolished or the starting time for the employee changes significantly (more than two hours), the employee may exercise his/her seniority and displace a less senior employee. Such displaced employee may likewise exercise his/her seniority and displace a less senior employee, etc. The Union must be notified of any job abolishment, which results from a modification or adjustment to the Federal Contract between the Company and ICE. For the purpose of this Article, seniority shall be considered as an individual's entire length of service in a full time or part time schedule bid position at the Buffalo Federal Detention Facility. Exercise of these bumping rights will apply in the following manner.

A. Job Abolishment/Layoff/Significant Change in Starting Time: In the event of a layoff or abolishment of a position, or a significant change in the starting time of a position, the affected employee will have 96 hours from the date the event is announced to declare his bumping rights. Notice of exercise of bumping rights must be in writing, and identify the person/position bumping. Notice must be provided to the Company and the Union within the required time limit or the opportunity is waived. The affected employee may bump any less senior person on shift with the same classification. Once bumped, the "bumped employee" will have 96 hours to exercise his/her bumping rights, and so on.

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

Section 4. Staff Management. The Company will endeavor to maintain the maximum number of 40/40 hour posts consistent with efficient management, but retains sole discretion to determine the requisite mix of full-time and part-time employees necessary to perform services at the site. In addition, the Company retains sole discretion to offer 80 hour bid posts, 72 hour bid posts, or other combinations necessary to ensure maximum availability of manpower to perform the functions at the site. Such staff increases or modifications or schedule adjustments will be announced and then implemented as a new post bid period opens to lessen the impact on affected officers, unless ICE action necessitates a sooner implementation. The implementation of increased numbers of 40/40 hour posts will be accomplished as attrition of officers enables the Company to do so. The Company will also endeavor to create the maximum number of posts that provide weekends off, consistent with efficient management, but retains the right to determine the number of such posts.

ARTICLE 12- LAYOFF AND RECALL

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

Step 1. "On call" and part time employees shall be reduced/laid-off first.

Step 2. The Company shall reduce the work force in inverse order of seniority.

Section 2. The Company will give the employee at least five (5) days advance notice of such layoff, or pay the employee in lieu thereof. The Company will comply with this notice requirement unless advance notice is not received from ICE. The Company will supply supporting documentation if advance notice is not given.

Section 3. In the event of recall, due to a vacancy, employees will be recalled in seniority order as long as they possess the necessary ability – and minimum qualifications and physical fitness to perform the job. Employees who are recalled after 30 or more days absent will be required to take and pass a fitness for duty physical and physical fitness test. If they fail either test they will be dropped from the recall list. The Company will notify the employees by certified mail, return receipt requested, to the employees last known address with a copy to the Chief Steward. The employee must respond to the notice within two (2) business days of receipt and must actually report to work within three (3) days of receipt unless the employee presents medical verification that they are unable, (or proof of non-receipt of the notice) which will leave them on the recall list. Failure to take these steps will result in the loss of employment and seniority.

ARTICLE- 13 WORKING HOURS/LUNCH BREAKS

Section 1. Lunch/Personal Breaks. Lunch Breaks shall be given on a fair and equitable basis. When a personal break is requested, every attempt will be made to relieve the employee as soon as possible, within mission requirements. Lunch breaks may not be waived by the employee; however, the Company may, if required for operational needs, suspend lunch breaks and compensate officers for the missed break. Once a new contract is issued to the current contractor or a subsequent contractor, officers will be receive a paid lunch break if lunch breaks are less than 30 consecutive minutes.

A. Definitions

Facility Need – defined as: A work requirement directed by the Facility Director and or Designee, with which the Company must comply. The Company shall provide supporting documentation to the Chief Steward or Designee, if requested.

Operational Need – defined as: A work requirement directed by the Company to avoid contract violations and/or penalties or which are in the best interests of efficient management and execution of service contract requirements as determined by the Company.

Section 2. Working Hours: A normal shift consists of muster/turnover time (15 minutes) normal working hours performed at a post within the facility (7 hours and 45 minutes) plus a 30-minute unpaid lunch break for a total of 8 paid hours per day. Employees are expected to be expeditious in transiting to and from their posts to ensure that they don't exceed the allotted time. At times, employees might experience slight delays (less than 10 minutes) in departing their post or signing the Record of Presence when departing for the day; this time is considered "de minimus" and not subject to compensation. However, if an employee is held beyond the end of his or her shift, by a supervisor or to cover part of another shift, that employee will receive compensation for the additional time spent at his or her post. Claims for such time to be compensated must be made within 5 working days of the event.

- A. **Officers:** Normal shift hours will be A-tour (2345 hrs to 0815 hrs), B-tour (0745 hrs to 1615 hrs), C-tour (1545 hrs to 0015 hrs).
- B. **Lieutenants:** Normal shift hours will be A-tour (2245 hrs to 0715 hrs), B-tour (0645 hrs-1515 hrs), C-tour (1445 hrs-2315 hrs).

Section 4. Failure by an employee to log in/out of the Record of Presence (ROP) may cause the employee to be "recalled" to the post. Time spent for this purpose is not subject to compensation. Failure by an employee to sign the ROP may also cause the Government to deny payment to the contractor for hours that were worked but not properly documented. If a contract deduction occurs due to the negligence of an employee in not signing the ROP, the employee's pay will be docked for the hours not paid by ICE. If no negligence is involved and the employee can show just cause for having failed to sign the ROP (circumstances beyond employee's control), then the employee will not be docked for the hours.

Section 5. Time spent picking up or dropping off uniforms for laundering is not subject to compensation. The Company agrees to seek a more convenient pick up/drop off location, on site, however, ICE will be the ultimate decision maker on this issue and is not bound to provide such location.

ARTICE 14- SCHEDULE BIDDING PROCESS

Section 1. The Company shall produce a seniority list to the Chief Steward for review and approval at least ten (10) days prior to the quarterly bid. The Chief Steward will sign off on the list making it a valid listing. The Company will attempt to start the bidding process (30) thirty days prior to the quarterly bid.

- A. Each employee will receive a copy of the open bids and a bid "call-in" time. It is the officer's responsibility to call into the office at his or her designated date and time. Each employee will be afforded 30 minutes to bid on his or her selected day and time. (I.E. John Doe 12-12-00 at 0800-0830, Joe Shmoe 12-12-00 at 0930-1000, etc.) If an officer misses the call-in time, it will not be the responsibility of the Company to make contact with that officer. The officer that misses his or her call time will be allowed to bid when they call in, however, all officers who have already bid will not be bumped due to that officer's tardiness in bidding.
- B. The PC/PM will accept the bids during normal working hours, Monday through Friday at the designated times. If the PC/PM are unavailable then the officer placing the call must contact the official designated by the PC/PM to receive the bids.
- C. Once an officer has placed a bid, it will be considered FINAL when the next senior officer bids. It then will become permanent and no changes will be considered or accepted, until the bidding is complete. When the bidding is final, an officer's bids cannot be changed except for what has been agreed upon in this Article.
- D. Once the bidding is complete and the schedule commenced, should two officers desire to swap posts, they may do so if approved by management. The Chief Steward will be apprised of this situation. Such swaps must be on a permanent basis for the bidding period and will not trigger bumping rights for either employee or others.
- E. Removal from a bid post will not take place unless management has exhausted all of the disciplinary steps, or ICE deems it necessary (facility needs). Management will notify the affected employee in writing stating why he/she was removed or reassigned. The Company shall make every attempt to honor the employee

schedule bids. When reassigning employees due to the above reasons, the current bids should not be disrupted unless another employee volunteers to swap the entire schedule bid. If no volunteer is identified, management may mandate an exchange, but shall endeavor to observe "seniority rules" in so doing, provided the mandated officer is able to work the schedule.

- F. An officer may stay on a shift, but must rotate off a post after three consecutive bids, or as requested by ICE.
- G. When a post becomes available due to an officer leaving the Company, that bid post will be posted for re-bid for one (1) week or 5 working days. After that week the most senior qualified officer who re-bid for that post will be awarded the post. If an officer leaves and there is less than half of the bid schedule period remaining, the bid schedule may be covered through the use of "plug ins" until the next bidding process begins. (Plug ins are defined as inserting an officer with hours available into the bid schedule.)

Section 2. It is also agreed that there will be a mixture of 32/40 and 40/40 bi-weekly bid schedules made available to officers; however, the exact number of each shall be determined by the Company at its sole discretion, but with input from the Union, to best meet post coverage requirements.

Section 3. Lieutenants/Auxiliary Lieutenants: Lieutenants and Auxiliary Lieutenants scheduling will be formulated by the PC/PM observing seniority rules insofar as possible to achieve efficient management of the facility.

ARTICLE 15 – STRAIGHT TIME PLUG-IN WHEEL

Section 1. The Post Captain shall produce a listing of all Officers assigned to a specific shift by rank of seniority. The list will be checked and made valid by the Chief Steward prior to the Quarterly bid. That wheel contains Officers on short workweeks (less than 40 hours), and will be separated into 2 columns containing Officers on short week in WEEK 1 and WEEK 2. If any extra time is available it may be distributed after the last employee bids in accordance with staffing needs. Part time employees may be utilized to temporarily cover bid schedules during annual training, vacation, military absences, FMLA and other extended absences. All open posts will be offered to full time employees first according to seniority.

- A. The Post Captain will post schedules four (4) weeks in advance; employees will be able to sign up for open posts up until two (2) weeks prior of the open shift to make their 40 hours on their 32 hour week by seniority. After the 2 week sign up period is completed then the least senior full time or part time employee will be plugged-in on the schedule until that employee has 40 hours and so on up to the most senior employee. The plug-in should be completed 1 week prior to the beginning of that schedule start and an Officer will receive written notification. Under special circumstances, if the schedule cannot be posted (4) weeks in advance, the two (2) week bumping policy will be waived to one week.
- B. When an opening on a current schedule bid occurs, all Officers with less than 40 hours scheduled will be asked to volunteer in accordance with their seniority. If there are no volunteers, the least senior officer with the least amount of hours scheduled will be mandated unless it is that Officer's scheduled day off. If an Officer utilizes a paid sick day or vacation day, that Officer will not be mandated if the total of his worked hours and sick/vacation hours equals 40 hours for the week, however the officer may volunteer for the available hours.
- C. Once an Officer has been mandated or volunteers to fill a schedule gap, he/she cannot be removed from the schedule unless he/she volunteers for such.
- D. If an Officer with less seniority signs up for a post he or she may be bumped by a more senior Officer if it is prior to the two week closing of that particular schedule.
- E. If a shift is completely filled with two (2) four hour blocks, those Officers cannot be bumped off to make one eight hour post. But a less senior officer can be bumped off a four hour block by a more senior officer as long as it is within the 2 week sign up period. A "whole shift" sign up can bump an officer signed up for a 4 hour block, regardless of seniority, if the whole shift is not filled. If two officers have signed up for 4 hour blocks, they will not be bumped by an officer desiring to work the whole shift regardless of seniority.
- F. An Officer can be mandated to work four (4) hours earlier than or later than the officer's normal shift. An Officer may be called at home and required to report for work with two (2) hour's notice. The supervisor on

duty or Post Captain will make every attempt to solicit volunteers, and may use part time officers to fill an emergency schedule gap, but the least senior individual contacted may be required to report.

- G. An Officer cannot be mandated to do an (8) eight-hour or (4) four-hour turn around, unless approved by the ICE Facility director.
- H. Officers on a 32 hour workweek, will not normally be plugged in on their bid schedule days off (unless the officer volunteers). Every Officer will be allotted his or her two consecutive bid schedule days off.
- I. Notwithstanding paragraph G above, in the event that inclement weather or some other reason beyond the officer's control, prevents an officer from reporting to work or leaving the facility, insofar as possible, schedules following the event will be adjusted to provide the officer an opportunity to make up these "lost" hours. In the event an officer is "held over" due to being unable to leave the facility, all reasonable efforts will be made by management to relieve that officer with any officer physically capable of reporting for duty. In the event of severe weather than prevents officers from coming to the facility for several days, officers who are capable of reporting for duty will be used as necessary to continue required operations.

Section 2. Lieutenants/Auxiliary Lieutenants: All full-time Lieutenants will be scheduled for a 40 hour workweek within their job classification, unless they volunteer to work a 72 hour schedule. Auxiliary Lieutenants will be scheduled for a 40 hour workweek within their job classification (through attrition) and to posts designated for them, as determined by the PC/PM., unless they volunteer to work a reduced schedule. If they work a reduced schedule they are subject to all provisions of this article.

ARTICLE 16- OVERTIME WHEEL

Section 1. This article is designed to benefit every officer involved to insure equal distribution of overtime. The wheel is set up for mandatory and voluntary overtime. At the beginning of each bid the most senior Officer will be placed at the bottom of the wheel and the list will continue in that order until the least senior Officer is at the top of the wheel. There will be a wheel made for each shift and placed in the schedule book, **this wheel is for overtime only**; any full time employees on less than 40 hours will be plugged in according to **ARTICLE 15**.

- A. When overtime occurs (**any hours over 40 in a designated workweek**), the Post Captain or designee will contact officers starting at the bottom of the wheel and up to the top of the wheel requesting volunteers to fill the open shift. Officers who are not at work will not be contacted at home. If an Officer turns down the overtime, the next Officer shall be contacted in accordance with the wheel. If there are no volunteers, then the officer at the top of the wheel will be mandated and then placed at the bottom of the wheel. If an Officer volunteers for the open shift during this process, he will be placed at the bottom of the wheel. The Officer must work the overtime shift to receive credit on the wheel.
- B. If an employee is skipped or denied an opportunity to work overtime in violation of this agreement, he or she shall be offered overtime at the next opportunity.
- C. The overtime wheel shall be updated from shift to shift by the shift supervisor, and reviewed by the PC the next business day.
- D. In accordance with the ICE service contract, Officers may not work more than 12 consecutive hours in any 24 hour period unless emergency circumstances determined by the Facility Director or Designee exist. If an officer works more than 12 consecutive hours in a 24 hour period, for whatever reason, that officer shall be paid at a rate equal to twice his/her normal rate of pay including shift differential (but excluding double time fringe benefit if paid hourly). Additionally, if an officer works beyond 12 consecutive hours in a 24 hour period, that officer may request his/her next working day off (if scheduled to work the following day), or in lieu of the day off, the officer will be allowed to report four hours later than normally scheduled.
- E. Officers can be mandated for overtime on their schedule bid days off; however, every attempt will be made to solicit volunteers.
- F. In the event that an employee is held-over and unable to leave the facility, hours not actually assigned for work (e.g., sleeping, rest periods, meal breaks, etc.) are not compensated.

Section 2. Lieutenants /Auxiliary Lieutenants: All full-time Lieutenants receive overtime in the same manner described in the above Article within their job classification. **Auxiliary Lieutenants** will receive overtime in the same manner described in the above Article within their job classification as a **Lieutenant** and an **Officer**, and within their designated Officer posts as long as it is equal distribution of overtime and in accordance with the seniority list.

ARTICLE 17 - MANDATORY ANNUAL TRAINING

Section 1. Annual training is considered a normal work week, and insurance benefits (if granted under the fair share method) continue. Training hours, however, do not earn fringe benefits, if such benefits are paid by the working hour accumulation method. Training pay for annual training will be paid at the contract base rate for B Tour, according to job classification. The PC/PM will assign officers to training based on operational/facility needs.

- A. The training schedule will not reduce officers' normally scheduled hours.
- B. It is the employee's responsibility to attend the training classes. No unexcused exceptions will be granted in regards to this matter. Excused exceptions are only valid for injury or illness that makes the employee unable to participate (medical documentation is required), prior scheduled and approved time off, and other approved absences. An employee will not be scheduled for training over an approved vacation period, unless ICE does not offer any other alternative training dates. That is, a vacation may be cancelled, if ICE mandates a training date and no other date is available for the officer to attend.
- C. If the Company is notified in advance by ICE of scheduled training weeks, management will let the employees sign up in advance and by seniority for the week they prefer. Actual assignment to training and any associated coverage issues, will be determined by management in consideration of seniority, shift needs, and availability.
- D. Every attempt will be made to reduce overtime during training if applicable. In the case of overtime incurred because of training and employees vacations, **ARTICLE 16** pertains.
- E. If an officer is mandated to work schedule bid hours or plug in hours in addition to training hours, any hours over 40 in given pay week will be paid at time and one half the employee's rate of pay earned for the schedule bid hours. For example, if an employee attends 5 days of training at 8 hours per day and also works 12 hours on a plug-in post, that employee shall be paid at time and one half for the 12 hours at the base rate of pay plus shift differential, if applicable.
- F. Fringe benefits do not accumulate during an employee's 40 hour annual training week (due to "fair share apportionment").
- G. Officers on a training week can be mandated for overtime on their days off, if operations require, as determined by the Company.
- H. Annual training will be offered on a "multi-opportunity" basis; that is, several one week training classes will be held each year, based on ICE scheduling. Officers **MUST** attend one of the weeks and must make up any absences as soon as possible as classes are made available (unless prolonged illness is the cause of the absence). If an officer fails to attend one of the several scheduled training weeks, that officer has failed to meet training requirements and this is considered just cause for discharge.
- I. If a "pass/fail" or grading system is utilized by ICE for annual training, any officer who "fails" the course may be terminated, unless (1) there is another scheduled training class remaining be held within the current training cycle, (2) that officer agrees to attend the course again without additional compensation for attending the course, the Company will arrange for time off without pay although the employee may use available vacation time. In the event the Company incurs a cost to administer a "make up" training session, and ICE approves Company administration of the make up course, that cost may be paid by the officer in lieu of termination, at the sole discretion of the Company.

Section 2. PHYSICAL FITNESS TRAINING/TESTING. Physical fitness training/testing will be administered in accordance with the Company's Employee Handbook. Such training/testing will be reasonable and related to work requirements.

ARTICLE 18 – WAGES

Section 1. Wages, shift differential and fringe for employees covered by this Agreement shall be in accordance with the schedule set forth in **Appendices A through C** for the negotiated period of this agreement.

Section 2. Called In. An employee who is called to work and work is not available shall receive four (4) hours of pay at the B tour rate of pay not to include fringe benefit.

Section 3. Scheduled Voluntary/Mandatory Overtime. When an employee works overtime, he or she shall receive time and one-half (1-1/2) for all hours worked in excess of (40) forty hours in any one pay week. All overtime if available will be granted on an equal basis in the job classification in which the work occurs, and in accordance with **Article 16** of this agreement. Hours "worked" do not include sick leave hours or vacation hours utilized/charged during the pay week.

Section 4. Lieutenant / Auxiliary Lieutenants pay.

- A. All full-time Lieutenants will receive \$4.25 per hour above the rate established for Custody Officers in Appendix A.
- B. All Auxiliary Lieutenants will receive \$4.25 per hour above the rate established for Custody Officers in Appendix A, when performing as a Supervisory Custody Officer.

Section 5. At times, the Company may offer "emergent hours" of work (caused by call off, sudden illness to an Officer on duty, etc) at the Company's discretion. In this respect, emergent hours do not have to be first offered to regular full time or part time bid schedule employees prior to being given to part time employees.

Section 6. Direct Deposit. The Company will pay employees by direct deposit, and at the Company's sole discretion make any special payments by check. Employees shall notify the Company at least **20 days** in advance of changes of banks for direct deposit and shall not close their old account until their new account receives their pay day funds.

ARTICLE 19 – FRINGE BENEFITS ADMINISTRATION AND CALCULATION

Section 1. Employees who desire health insurance coverage shall have the option of selecting a plan from the Company (if the Company so provides) or the Union, or one of their own choosing, whichever they prefer by simple majority vote, in compliance with the window periods of either plan. However, all employees will be in the same plan, either Company, Union or self-provided.

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

Section 3. There will be no double coverage of health insurance during the term of this Agreement; that is, an employee covered under one plan provided by the Company or the Union will not simultaneously be covered under another plan offered by the Company or the Union.

Section 4. The Company will be responsible for making payment of health benefits earned by the employees to the party designated by the Union on a monthly "retroactive" basis. That is, the first payment made by the Company shall be made on the first of the following month's performance on the contract. (The departing contractor is responsible for paying the premium for the first month of the new contractor as the departing contractor has collected the funding for the health benefit from the Government during its last month of performance on the contract.)

Section 5. The Company shall not be held liable for insurance costs incurred by the employees that exceed the benefit rate authorized in the CBA. Additionally, the Company shall not be held liable for any misappropriation or malfeasance on part of insurance plan administration or companies retained by the Union to provide insurance benefits. Furthermore, the Company shall not be held liable for paying for insurance benefits for any employee during periods of unpaid absences of any kind.

Section 6. Pension Plan. Employees may elect to apportion a part or all their fringe benefits to their pension if they desire. The Company shall not be held liable for any misappropriation, misapplication or malfeasance on part of a pension plan

provider or for the performance of the pension plan. Payroll services expenses to disburse payments to the pension plan provider will be borne by the company.

Section 7. In calculating cash payments for unused sick leave and vacation days, Health Insurance/Pension (**fringe**) benefits are not included.

Section 8. The fringe benefit accumulated is payable directly to the Union based on billable hours in the contractor's invoice. If some other entity manages the health care program, the fringe benefit shall be payable directly to the entity specified by the Union. The benefit shall be distributed to employees as a credit to their insurance costs on a "fair share" basis based on an equal share to each employee designated by the Union. (The Union and the Company shall review the number of fair shares on an "as needed" basis if the number of posts increases or decreases to ensure appropriate staffing is available for operations.) In general, unless otherwise authorized by the Union, each "full time" employee (as defined elsewhere in this Agreement) shall receive a full "fair share" of the accumulated fringe benefit based on that employee's classification as "full time" rather than on an hourly accumulation basis. The size of the "fair share" is determined by dividing the total fringe earned by the total number of "full time" workers receiving the fringe. The Union, may, at its discretion award pro-rated fringe benefits for part time employees, but is not required to do so by this Agreement.

Section 9. Fringe Calculations.

A. Fringe benefits are earned through the performance of post hours only, nonproductive hours, even if paid (e.g., vacation, holidays, sick leave, etc.) do not accumulate fringe benefits. The hourly rate of fringe benefits is used to calculate each full time officer's (and part time officer's if granted by the Union) entitlement to the benefit by one of the following:

- (1) **Fair Share Basis.** If a fair share basis is utilized to determine the monthly fringe benefit amount, the monthly amount of each full time Officer's fringe benefit will be determined by multiplying the total productive hours authorized on the service contract by the hourly fringe benefit amount in this agreement and then dividing the total money that will be earned during the contract year by the number of fulltime Officers required to work the productive hours of the contract, divided by 12 months. "Fair Share" basis is only applicable to employees who are classified as full time on the seniority list.

Note: Employees must work their full "bid schedule" (less any time off granted for sick leave/vacation) in order to maintain their eligibility for a "fair share" fringe benefit. If an employee does not work his/her bid schedule, they may be deducted by the Union for missed hours, if the Union so decides. The Company will notify the Union of any employee who is not working their bid schedule.

ARTICLE-20 CLOTHING ALLOWANCE/UNIFORMS

Section 1. The Company will provide the following clothing allowance, or make available the following apparel and equipment to employees at the Company's option, with notice to the Union. The Company may at any time during this agreement either provide cash payments or apparel and equipment at its sole discretion with not less than 30 days notice to the Union of any such change:

A. A \$0.25 (twenty five cents) per hour uniform cleaning/maintenance allowance, paid in cash to the employee subject to taxes, for each productive hour worked per pay period.

- (1) If the Company utilizes this option, the Company will also provide the service contract specified minimum set(s) of uniforms, each set consisting of one pair of trousers and one shirt.

B. If the Company, at its sole discretion, opts to provide uniforms through a Uniform Service Company, the company may utilize the 25 (twenty-five) cents per hour allowance toward the rental/cleaning of said uniforms provided. Upon change of contractor or issuance of a new contract to the current contractor, employees will receive the uniform allowance in cash.

- (1) Until the service contract is renewed or re-awarded, the Company shall provide at least 11 (eleven) sets of uniforms, including badge patch, flag patch, name patch, and company logo patch; each set to consist of one pair of trousers and one shirt.

Paragraph B above expires upon change of contractors or issuance of a new contract to the current contractor, whichever is later, when Section 1.A. language will prevail. At that time, any subsequent contractor will provide the following:

| Item | Quantity |
|---|--------------------------------------|
| Shirt, Long Sleeve | 3 |
| Shirt, Short Sleeve | 5 |
| Trousers, all season all weight | 8 |
| Duty Belt | 1 |
| Belt Keepers | 1 set of 4 |
| Boot Allowance | \$100 cash allowance every 24 months |
| Search Glove Allowance | \$25 cash allowance every 24 months |
| Cold Weather Jacket | 1 |
| Windbreaker | 1 |
| Mini-mag Flashlite & Holder; AA batteries | 1 |
| Handcuff case | 1 |
| Handcuffs (when authorized by ICE) | 1 |
| Key Holder | 1 |
| Security Badge, cloth | 1, each shirt, jacket |
| Name Tag, cloth | 1, each shirt |
| Shoulder Patches | 1, each shirt, jacket |
| Microshield CPR Mask/glove pouch and holder | 1 |
| Ball cap | 1 |
| Gloves | 1 |
| Radio Holder | 1 |

Note: Uniform articles listed above will be replaced "as necessary" unless otherwise indicated above.

Uniform Replacement Allowance. Effective April 1, 2008, or upon contractor turnover, whichever is later, employees will receive a \$0.35 (thirty five cents) per hour uniform replacement allowance. This entitlement will be utilized by the Company to provide replacement uniform articles and will not be paid to the employee.

Section 2. It is understood that any article of clothing or piece of duty gear issued must be returned to the Company upon resignation, discharge, or extended unpaid absence (over 30 days); failure to return clothing/equipment will result in payroll deduction. In addition, reimbursement to the Company or the government for any article of clothing or piece of duty gear (Company or government issued) that is damaged willfully or through negligence shall be payroll deducted from the employee responsible. Lost articles are considered the same as damaged and shall be payroll deducted, including keys issued by the government. The Company is specifically authorized to withhold any amounts due and owing for lost, damaged, or unreturned equipment or uniforms from the applicable employee's paycheck, including any final paycheck.

ARTICLE-21 VACATIONS

Section 1. Vacation. All full-time employees are eligible for:

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

Section 2. Use of Vacation:

- A. Vacation time is earned for each year of completed service. It will accrue as of the employee's anniversary date (DOH) and can be used as needed, provided the employee requests leave thirty (30) days in advance. If extenuating or emergency circumstances arise, the company may waive the thirty (30) day requirement. (Such as in conjunction with an FMLA request.)
- B. Vacations shall be scheduled with due regard for (1) emergency circumstances in conjunction with FMLA or bereavement, (2) seniority, (3) date submitted, (4) facility needs. Vacation time may be taken in (8) hour increments. Seniority will take precedence over date submitted only. A vacation day will commence following the end of the employee's previous worked shift.
- C. The Post Captain will respond to requests within ten (10) working days. After the Officer receives the approval, he or she cannot be bumped regardless of seniority (this policy is only in effect after the ten (10) days has been completed; seniority may bump during the ten (10) day period).
- D. Submitting a vacation request for a single day on one of the 10 authorized holidays will be done in the following manner: The Officer must submit a request 30 days prior to the particular holiday. Officers may submit their request prior to the 30 day deadline, however the request will not be looked at until 30 days prior to the holiday. Submitting earlier does not effect whether the vacation day will be granted; seniority rules will apply.
- E. When an employee uses an earned vacation day, that day will be recognized as a day worked toward his or her work week. This Officer will not be penalized or required to work to reduce overtime for taking a vacation day, Articles 16 and 17 do not apply during use of vacation.
- F. Vacation time may be carried over from year to year. If vacation is used, it will be paid at the contract rate of pay in effect when used (less shift differentials and Fringe Benefits). If vacation is cashed in, it will be paid at the contract rate in effect when earned. Employees may take part of their vacation as time off and cash in part of their earned vacation time. When vacation is used or cashed in, days earned first will be charged off first.
- G. Vacation time earned but not used or cashed in with one contractor in accordance with paragraph F, shall be carried over to any subsequent contractor.
- H. If "fair share" fringe calculation is used, eligible employees are not deducted for vacation time off and are considered to have met their required working hours. If an hourly accumulation of fringe is used, employees will not earn fringe during vacation time off.
- I. Cash payments for cashed in vacation time will be made on the regular pay day following the employee's anniversary date, provided the employee has requested such 30 days in advance.
- J. Vacation time-off. The Company will make every attempt to provide time off as requested by employees and shall provide a written notice of denial citing the reason(s) that vacation cannot be authorized, if applicable.
- K. If an employee leaves the employment of the Company due to termination for just cause, the employee forfeits any vacation time that would have been earned during the current employee year.
- L. An officer who "calls off" for illness or other reason, who has no sick leave available will be subject to discipline unless a doctor's note is provided.

ARTICLE-22 SICK LEAVE

Full time employees will receive their currently due sick leave on January 27th, 2007. On April 1, 2007, all full time employees will receive a one-time adjustment to accrued sick leave for the period January 28th, 2007 through March 31, 2007. This adjustment will be based on number of years completed service as of April 1, 2007. Fractional years will not count for this adjustment. The adjustment will be made as follows:

| COMPLETE YEARS OF SERVICE | ADJUSTMENT ON APRIL 1, 2007 |
|---------------------------|-----------------------------|
| < 3 YEARS | 8.00 HOURS |
| < 6 YEARS | 10.66 HOURS |
| > 7 OR MORE YEARS | 13.32 HOURS |

The purpose of this adjustment is to convert all full time employees to monthly sick leave accrual.

Section 1. After April 1, 2007, all full time employees will earn sick leave as follows:

| COMPLETE YEARS OF SERVICE | MONTHLY SICK LEAVE ACCRUED |
|---------------------------|--------------------------------|
| < 3 YEARS | 4.00 HOURS (48 hours per year) |
| < 6 COMPLETE YEARS | 5.33 HOURS (64 hours per year) |
| > 7 OR MORE YEARS | 6.66 HOURS (80 hours per year) |

Note: For clarification, an employee begins to accrue 5.33 hours sick leave per month after reaching the third anniversary of their hire date. They accrue 5.33 hours after reaching their 6th anniversary date. After reaching their 7th anniversary date they accrue 6.66 hours.

Section 2. Employees calling in sick will do so at least two (2) hours in advance of the start of their shift, they must call in to the shift supervisor, Project Manager or Post Captain (phone messages are not acceptable). Anyone other than the Officer calling in will not be accepted unless the officer is incapacitated by injury or some other emergency circumstances exist.

Section 3. Employees may carry over their sick leave from year to year. If sick leave is used, it will be paid at the contract rate of pay in effect when used (less shift differentials and Fringe Benefits). If sick leave is cashed in, it will be paid at the contract rate in effect when earned. With 30 days notice, employees may cash in accrued sick leave on their anniversary dates, but must maintain at least 6 days sick leave after cashing in. When sick leave is used or cashed in, days earned first will be charged off first. Sick leave may be taken in 4 hour increments, if used for appointments, subject to management approval.

Section 4. Accrued sick leave will be carried over between contractors.

Section 5: If an employee leaves the Company for any reason the employee will be paid accrued sick leave as part of the employee's final pay on a full month prorated basis. (For example, if an employee resigns on December 15th, the employee will be paid for sick leave accrued through November 30th).

Section 6. Accrued sick leave may be used as "personal leave" to avoid an unpaid status (other than during a suspension), however once used and paid the employee may not convert the time back to sick leave. Additionally, any absence for illness beyond accrued sick leave shall be unpaid absence; provided, however, that if the otherwise unpaid absence qualifies as FMLA leave, any available vacation, beyond sick leave must be used as all or part of any FMLA leave or absence. All unpaid absences are excusable with a doctor's note and will not be held against the officer for disciplinary actions. Unpaid absences due to other reasons will be handled on a case-by-case basis, and may result in disciplinary action.

Section 7. Provided sick leave is used for actual illness of the employee, there will be no restrictions made on any use of accrued sick leave, except what has been agreed upon in this Article.

Section 8. Any Officer sick more than (2) consecutive working days will be required to bring a doctor's excuse, upon returning to work. Any officer absent for illness for one day is required to provide a doctor's excuse upon returning to work if that officer has no sick leave remaining.

Section 9. An Officer on a 40- hour workweek will not be penalized (through plug-in) if he or she calls off for illness. Officers on a 32-hour workweek who call off are subject to Article 15 of this agreement until that Officer's worked hours and sick leave equal 40 hours.

Section 10. Once an officer has used all sick leave available, any further unscheduled absences will be subject to discipline, unless a doctor's note is provided.

ARTICLE-23 HOLIDAYS

Section 1. Holidays. All full time employees are eligible for (8) eight hours holiday pay, which will be paid at the contract's base hourly rate for the contract year, less shift differentials and fringe benefits. Part time employees will be paid on a prorated basis based on the hours worked the previous week (hours worked previous week times 0.2).

Holidays recognized are the following:

| | |
|------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

Section 2. Employees on new hire training do not receive holiday pay for holidays occurring within their training continuum, nor do they receive time-and-one half rate of pay for training conducted on a holiday.

Section 3. If a holiday falls on an employee's scheduled vacation period, that day will be considered vacation time, but the employee shall be paid holiday pay for that day in addition to vacation pay.

Section 4. Employees who do not work a holiday must work their last scheduled work day prior to holiday and their first scheduled workday following the holiday, unless on approved leave or the absence is excused by the Company and/or by a doctor's excuse.

Section 5. Employees who work a holiday will be paid at time and one-half (1 1/2) their regular rate of pay (including shift differentials, but excluding fringe benefits at time and one half) for each hour worked on the holiday. They shall also receive 8 hours of holiday pay, which will be paid at the contract's base hourly rate less shift differentials and fringe benefits.

Section 6. If an employee is scheduled to work a holiday and calls off, that employee is not entitled to the 8 hours holiday pay, unless the call off is within the guidelines of Section 4 of this Article.

ARTICLE-24 ABSENCES

Section 1. Absence is defined as being absent from work when scheduled. Absences for illness will be excused (and sick leave used) as long as 2 hours notice is provided to the Company. Employees should notify the company as far in advance as possible.

Section 2. Absence occurs when an Officer fails to report that he will be absent at least 2 hours before the commencement of his/her shift. A verifiable emergency (accident, illness of spouse, child or member of his/her immediate family supported by doctor note) shall abrogate the 2 hour requirement.

Section 3. A "no call, no show" absence occurs when an Officer fails to "call off" or report that he/she will be late prior to his/her shift commencement (including muster). If an officer shows up within 15 minutes of the start of their shift, this will be taken into consideration during the disciplinary process.

Section 4. Tardiness: A tardy occurs when an Officer fails to report for work at the appointed time (including muster) and up to 15 minutes beyond. If an Officer anticipates that he will be "tardy" he/she must call in prior to the commencement of his/her shift (including muster time). If an Officer fails to call in prior to the commencement of muster, the Officer must verify that he/she has been involved in a delay in route to work due to no fault of his/her own (accident, severe weather conditions blocked roads, traffic delays etc.). If an Officer has more than one tardy in a 60 day period, the Officer may

receive a **written warning** (depending upon the circumstances). If an Officer has a third tardy during a 60 day period, the Officer may be suspended for 1-3 days with out pay as determined by the Company. If an Officer was previously suspended due to frequent tardiness he/she may be placed on performance probation or terminated (depending on circumstances involved). Imposition of suspension for the tardiness is at discretion of the Project Manager and his/her determination of the circumstances involved.

Section 5. Other Absences: Absences due to incarceration, arrest, or other employee misconduct are not excused and may be considered by ICE to be adverse and lead to revocation of the Officer's clearance. Absences for "personal convenience" may be granted under unusual circumstances (see **Article 27**).

- A. **Excessive Absences:** Excessive absences occur when an Officer calls off frequently. "Frequently" is defined as more than once per month for "car trouble", "awakened late" and thus was tardy more than 15 minutes after muster, other such avoidable reasons that could have been prevented by appropriate planning and forethought. Non-excusable excessive absences may result in disciplinary procedures up to and including termination.

ARTICLE-25 JURY DUTY

Section 1. All full time employees with one or more years of service will be reimbursed up to **(15)** fifteen working days in any calendar year for any loss of income during their otherwise regularly scheduled workweek for the time spent on jury service using the contract's base hourly rate (excluding shift differentials and fringe benefits)

- A. Any jury fees the employee receives shall offset said reimbursement and the employee will not be reimbursed until the jury duty payment record is provided. The employee must inform their supervisor immediately upon receiving a notice to report for jury service. (Immediately is defined as the next working day following the date received.) The Company reserves the right to request an exemption when the Company determines that the employee's absence would create hardship to the government/ICE.
- B. Failure of an employee to notify management of a Jury Duty notice may result in non-payment of this benefit. The purpose for notification is to ensure no disruption of scheduled work and advance notice of an absence for Jury Duty is essential to this process.

Note: The Company will pay employees for days of "lost work" only. If an employee serves five days on Jury Duty and the employee was only scheduled to work three of the five days, the employee will be paid for three days. Employees will be paid up to the maximum of 5 days of absence for scheduled working days.

- C. Employees may use vacation time or sick leave to compensate for lost wages above their 15 day entitlement to avoid such loss.

ARTICLE – 26 BEREAVMENT LEAVE

Section 1. All full time employees will be entitled to bereavement leave up to three **(3)** workdays per occurrence with pay (at the contractor's base hourly rate less shift differentials and fringe benefits) in the event of death of his or her spouse, parent, step parent, mother-in-law, father-in-law, child, grandchild, grandparents, grandparents-in-law, brother or sister. Employees must be attending the funeral, or be attending to family business and time to grieve their loss.

Section 2. If the funeral occurs out of state, the employee shall be entitled to **(5)** five days of paid bereavement leave upon submission of verifiable proof of attendance at the funeral. Bereavement pay is payable only for workdays missed due to bereavement. That is, if an employee suffers a death to any of the individuals listed in **Section 1**, and the employee is not scheduled to work, no bereavement will be due to the employee.

- A. In the event of death to an employee's brother-in-law, sister-in-law, son-in-law, or daughter-in-law, a paid bereavement day for the funeral will be given provided the officer attends the funeral.

Section 3. An employee's immediate supervisor will make every effort to give the employee additional days off, as needed utilizing vacation, sick leave, or excused absence days.

ARTICLE - 27 LEAVE WITHOUT PAY

Section 1. Any employee desiring a leave of absence without pay (other than military active duty and Family Medical Leave Act) must secure permission in writing from the Company with a copy to the Union. Employees on approved leave of absence will retain seniority rights. The Company may, in its sole discretion, grant leave of absence up to (90) days. Extensions beyond (90) days will be granted on a case-by-case basis. Leave without pay shall not be granted for pursuing other employment, unless approved by the Company for employment with INS (DHS). Employees on unpaid leave may not obtain employment with another employer, including themselves, or otherwise engage in conduct inconsistent with employment with the Company. Violations of this provision will result in immediate termination for cause.

Section 2. The Company will not be responsible for paying insurance benefits, or continuing an employee in a Company provided insurance plan, for employees granted leave without pay. Additionally, any vacation and/or sick leave time accrued shall be used prior to the commencement of leave without pay. If the Company is providing an insurance plan, employees must make their insurance payment directly to the Company by the 26th day of each month to continue insurance coverage the following month.

ARTICLE-28 FAMILY MEDICAL LEAVE ACT

Section 1. The Company will provide unpaid FMLA leave to qualified employees for qualifying reasons in accordance with the Family Leave Act of 1993. All absences which qualify for FMLA are to be designated as such regardless of the employee's wishes otherwise.

Section 2. A qualified employee is one who has worked for the Company, or its successor, for a least 12 months, and has worked at least 1250 hours in the 12-month period preceding the start of any FMLA leave. The (12) month period for determining FMLA availability and use application shall be a rolling (12) month period measured from the initial date FMLA is taken.

Section 3. Employees on, or seeking, FMLA shall be required to provide initial certification for the need of leave 15 days in advance of the start of the leave and re-certify each 30 days thereafter.

a. If an employee fails to seek or request FMLA leave, but the Company learns that the absence otherwise appears to qualify for FMLA leave, the Company shall inform the employee and require certification of the nature of the absence within 15 days.

b. If, for any reason, the Company questions or disputes the certification in any way, at the Company's expense the employee will be required to obtain a second opinion from a second health care provider designated by the Company. If the opinions differ, and the Company desires, the Company may require a third opinion by a health care provider mutually agreed to by the employee and the Company. The third opinion will be binding on the Company.

c. If the FMLA leave is for a reason other than the serious health condition of the employee, e.g, childbirth or adoption, serious health condition of a qualifying family member, etc., certification for the need for leave must be provided, including a statement from the treating health care provider that the employee's absence from work is necessary for the care of the individual, or will assist in their recovery, and a date upon which the assistance will no longer be needed.

Section 4. Employees will be required to use any available vacation and sick leave as all or part of the FMLA leave. Responsibility for payment of continuing health or pension benefits rests within the Union in accordance with its by-laws and is not the responsibility of the Company, nor will it result in any additional compensation accruing to the Union from the Company. FMLA shall not be used as time off to secure additional or different employment. If the Company is providing an insurance plan, employees must make their insurance payment directly to the Company by the 26th day of each month to continue insurance coverage the following month.

Section 5. FMLA will apply to all qualifying absences/leaves including those resulting from work place injuries. FMLA leave will run concurrent with any workers compensation leave; provided, however that while on paid workers compensation leave, available sick leave or vacation will not be used, but will be applied to any unpaid portion.

Section 6. Employees are required to present a return to duty release at the conclusion of any FMLA leave.

Section 7. Employees who fail to return to work duties at the end of FMLA leave will be discharged unless, prior to the expiration of FMLA leave, the employee requests and is approved for additional leave beyond FMLA leave, but in no case will the combined FMLA and other leave be more than 120 days, and employees failing to return to work after such leave will be separated and lose seniority.

ARTICLE- 29 MILITARY LEAVE

Section 1. Officers who are called to active duty are entitled to immediate reemployment once they are discharged or their term of active duty ends.

- a. The ending date of the leave and the date on which the employee is to report to work, shall be considered to be reached upon expiration of any "terminal leave" granted to the employee by the Armed Forces.
- b. For Officers who are absent more than 30 days, or such period determined by ICE, immediate reemployment will be delayed by the time required to process the Officer's security clearance. The Company shall request that ICE grant an immediate waiver for these individuals, however the Company shall not be held liable for "lost wages" should the waiver not be granted. The Officer involved is required to keep the Company apprised of any change to the anticipated work return date.
- c. Employees are required to provide immediate notice to the Company and Union whenever the employee learns of the need for military leave and a copy of the orders as soon as they are available.
- d. Employees who are absent more than two weeks or who have their service requirements extended without notice must notify the Company and the Union at least 7 days prior to desiring to return to work in order to ensure proper scheduling, provided the employee is immediately assignable by ICE.

Section 2. A part time Officer who is promoted to full time to cover the absence of an Officer recalled to active duty may be demoted to part time upon the Officers' return. The Officer "demoted" back to part time shall be the most recent officer promoted to full time during the called to active duty period.

Section 3. All Officers out of work due to military leave shall retain all seniority rights.

ARTICLE- 30 WORKER'S COMPENSATION

Section 1. Any employee that sustains an injury or illness arising out of, or in the course of employment is entitled to the benefits outlined in the New York State Worker's Compensation Law (NYSWCL).

Section 2. If an employee suffers an injury on the job, the employee shall immediately notify his or her shift supervisor. The supervisor shall initiate an injury report and take the appropriate actions to have the Officer treated, if the injury requires treatment. The supervisor shall immediately notify the corporate chain of command of any injuries that requires the Officer's removal from duty on shift. If an employee seeks treatment for a job-related injury or illness (other than immediate emergency treatment) the employee is required to report to the Company's locally designated physician.

Section 3. An employee will retain all seniority rights while out of work on Worker's Compensation. However, the officer's continued entitlement to fringe benefits/health insurance will be determined by the Union at no additional expense to the Company.

Section 4. An employee out of work due to an injury while on the job may be terminated at the Company and Union's discretion.

Section 5. To the extent that an absence due to a workplace injury would otherwise qualify under for FMLA leave, FMLA leave will apply and run concurrent with any workers compensation leave. Use of paid sick leave or vacation will not be required during any portion of paid workers compensation leave, however, accrued sick leave and/or vacation will be used for any unpaid portion of workers' compensation leave.

Section 6. Employees out on Worker's Compensation retain their fringe benefits for up to one year. No additional expense will accrue to the Company for this provision.

ARTICLE-31 DISABILITY

Section 1. Employees who become disabled by a non- occupational injury or illness are entitled to the benefits outlined in the New York State Disability Benefits Law (NYSDBL).

Section 2. An employee will retain all seniority rights while out on NYS Disability. However, the officer's continued entitlement to fringe benefits/health insurance will be determined by the Union at no additional expense to the Company.

Section 3. All available FMLA leave, sick leave, and vacation will be used as all or part of any disability leave to the greatest extent allowed under NYSDBL. An employee out of work due to disability may be terminated at the Company and Union's discretion.

Section 4: Employees will retain their fringe benefits for up to three months if out on disability. No additional expense will accrue to the Company for this provision.

ARTICLE- 32 PHYSICAL EXAMINATION/ DRUG SCREENING

Section 1. Officers are required to obtain a physical examination including drug testing, at the Company's expense on the following occasions:

- Initial hiring
- Annually
- When directed by the Company for fitness of duty.
- Following an on-the-job injury.
- As part of a random test group.

Section 2. In addition to the above, Officers are required to undergo drug testing, at the Company's expense on the following occasions: random, for cause, following an on the job injury or an incident that results in injury to another or damage to property, as required by ICE.

ARTICLE-33 PERSONAL FILE

Section 1. An employee shall, within 10 calendar days of a written request to his/her management, have an opportunity to review his/her official personal file in the presence of a Union steward (if requested by the employee), and a company representative, between the hours of 8 AM and 3 PM, Monday through Friday. Such right shall not be abused. Employees shall be allowed to place in their file a response of reasonable length to anything contained therein that the employee deems to be adverse.

Section 2. An employee, at anytime can request and be provided copies of all documents, notations, and file notes in his/her personal file, subject to a 25 cent-per-page reproduction charge. Requests for copies will be made to the PM/PC only.

Section 3. No disciplinary documentation shall be placed in an employee's file without being in compliance with ARTICLE 9. All disciplinary documentation, other than file notes, shall be viewed and signed by the employee prior to the documentation being placed in their file.

ARTICLE-34 ACKNOWLEDGMENT SIGNATURES BY EMPLOYEES

Section 1. Employees are required to acknowledge by their signature any document that is used to notify them of disciplinary actions, performance evaluations, etc. The signature applied may not imply agreement with the contents of the document, only that the individual is aware of the document.

Section 2. Forms or documents that indicate agreement/understanding are required to be signed by employee, unless such signature would be contrary to the Officer's self-interest. Commonly used documents that require signatures are payroll

information forms, various custody forms for equipment, uniforms, probation assignment, disciplinary action acknowledgments, and others.

ARTICLE-35 NO STRIKE AND NO LOCKOUT

Section 1. During the term of this agreement, the Union shall not authorize, cause, engage in sanction, or assist in any work stoppage, work slow down, strike, or refusal to work in concert against the company, client or government INS (DHS).

- A. In the event that any employee or employees shall call, cause, engage in, sanction, or assist in any unauthorized work stoppage, strike, or refusal to work in concert against the Company, the Union and its officers and representatives agree to the following:
- (1) That the Company may take disciplinary action it deems appropriate against such employee or employees, including discharge.
 - (2) That each of them jointly and severally will immediately disavow and refuse to recognize any picket line or lines established as a result of said unauthorized work stoppage, strike, or refusal to work against the company. That each of them jointly and severally will instruct employees not to respect or recognize any said picket line or lines, and in addition will do everything within their respective powers to secure the immediate disestablished or disbanding of any said picket line or lines.
- B. In the event any employee shall call, engage in, sanction or assist in any unauthorized work stoppage, strike, or refusal to work in concert against the Company, the Company agrees that it will not file or process an action for damages arising out of said work stoppage, strike, or refusal to work in concert against the Union, its officers or representatives, provided these individuals have performed their obligations and responsibilities as set forth in this section.
- C. Nothing in Section A above shall preclude any right to which the Company may be entitled to secure legal or other redress from persons or party who has caused damage or injury to, or loss of Company property or government property. Nor does the Company cede any rights in this regard to which it may be entitled.

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

ARTICLE-36 NONDISCRIMINATION

Section 1. Both parties are not to discriminate in any manner against any individual because of race, color, religion, sex, age, national origin, ancestry, handicap, Union activity, or veteran status, nor will they limit, classify, segregate, or withhold an employment opportunity from any person because of the above status. It is understood and agreed that the provisions of applicable federal and state laws governing non-discrimination are incorporated herein, including, without limitation, those laws prohibiting discrimination on the basis of race, color, creed, national origin, sex, age, religion, disability or veterans status, and as such any claim by any employee covered by this collective bargaining agreement alleging discrimination shall be resolved through the grievance and arbitration procedure of this Agreement, or through the court system, but not both.

ARTICLE -37 CONTRACT TURNOVER

Section 1. The outgoing contractor agrees to coordinate with the incoming contractor to provide all personnel and training records, vacation, PPLD, and sick leave records, retained government required records and any such other records that are considered nonproprietary.

Section 2. The incoming contractor shall be responsible for payment of all accrued sick leave, vacation on the books as of the contract end/start dates. The outgoing contractor shall not pay employees for this accrued time, which would in effect deprive said employees of time off during the incoming contractor's first year of service. All accrued time off shall carry over between contractors.

ARTICLE-38 TRANSFER OF COMPANY TITLE OR INTEREST

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

ARTICLE-39 SEVERABILITY

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

ARTICLE-40 CBA AMENDMENTS

Section 1. The Company and Union agree that any Amendments to this contract can only be finalized between the CEO, GM or PM (if authorized in writing by the Company) of Asset Protection & Security Services, LP, and the Service Employees International Union Business Representative. The Chief Union Steward, alone, does not have the authority to agree upon any changes to the contents of this Agreement unless designated in writing by the Union Business Representative. Section 3B of Article 2 also pertains.

Section 2. The Union and its membership will abide by, and provide a copy to the Company of, its by-laws within 30 days of the signing of this Agreement.

Section 3. The Union agrees that the Company's Employee Handbook is an expression of the Company's management philosophy and that it is intended to inform employees of Company Policies, Rules and Regulations, and is therefore required reading by all employees. It is understood that if any article contained in the Company's Employee Handbook is in conflict with this Agreement, this Agreement shall prevail.

ARTICLE-41 COPE

Upon receipt of written authorization from an employee, the Employer shall, pursuant to such authorization, deduct from wages of the employee, a sum specified in said authorization, and remit same for the SEIU Committee on Political Education (COPE). The Union shall provide a standard voluntary COPE Deduction Authorization Form for this purpose. A Union member may withdraw their authorization at any time, provided the employee notifies the employer in writing of this withdrawal, with a copy to the Union.

ARTICLE-42 TERM OF THE AGREEMENT

Section 1. This Agreement is the result of arm's length negotiations between the parties covering the entire field of collective bargaining and wholly satisfies their obligation for the duration of this Agreement under all laws requiring them to bargain upon the parties hereto, their heirs, executors, administrators, successors, et al. This Agreement shall be in full force and effect from 1 April 2007 through 31 March 2010. It shall extend automatically at one year intervals thereafter unless one of the parties files notice in writing of its desire to modify this Agreement at least 90 days prior to its ending date.

Section 2. It is understood that the effective date for any pay or benefit increase mentioned in this Agreement shall be the effective date that such is accepted by the Government.

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

Executed this _____ day of _____ 2007.

For the Union

For the Company

PRINTED NAME/TITLE

CHARLES S. MANDEL, PRESIDENT/CEO

SIGNATURE

SIGNATURE

PRINTED NAME/TITLE

RONALD E. GATES, GENERAL MANAGER

SIGNATURE

SIGNATURE

PRINTED NAME/TITLE

SIGNATURE

APPENDIX A

WAGE TABLES

CONTRACT PAY RATES FOR BASE HOURLY RATES#, TRAINING*, VACATION*, SICK LEAVE*, JURY DUTY*, BEREAVEMENT* NEW HIRE (PRE ENTRY ON DUTY (EOD)) PAY**

Effective April 1, 2007

| Complete Yrs Service | 0-3 | 4-6 | 7-9 | 10-12 | 13-15 | 16-18 | 19-21 |
|---|------------|------------|------------|--------------|--------------|--------------|--------------|
| Officers | 24.65 | 25.40 | 26.15 | 26.90 | 27.65 | 28.40 | 29.15 |
| Supervisors | 28.90 | 29.65 | 30.40 | 31.15 | 31.90 | 32.65 | 33.40 |
| New Hire (Pre-EOD) Training Pay Rate | | | 16.22 | | | | |

Effective April 1, 2008 (3% increase)

| Complete Yrs Service | 0-3 | 4-6 | 7-9 | 10-12 | 13-15 | 16-18 | 19-21 |
|---|------------|------------|------------|--------------|--------------|--------------|--------------|
| Officers | 25.39 | 26.14 | 26.89 | 27.64 | 28.39 | 29.14 | 29.89 |
| Supervisors | 29.64 | 30.39 | 31.14 | 31.89 | 32.64 | 33.39 | 34.14 |
| New Hire (Pre-EOD) Training Pay Rate | | | 16.70 | | | | |

Effective April 1, 2009 (3% increase)

| Complete Yrs Service | 0-3 | 4-6 | 7-9 | 10-12 | 13-15 | 16-18 | 19-21 |
|---|------------|------------|------------|--------------|--------------|--------------|--------------|
| Officers | 26.15 | 26.90 | 27.65 | 28.40 | 29.15 | 29.90 | 30.65 |
| Supervisors | 30.40 | 31.15 | 31.90 | 32.65 | 33.40 | 34.14 | 34.90 |
| New Hire (Pre-EOD) Training Pay Rate | | | 17.20 | | | | |

An officer earns the higher rate of pay (75 cent seniority pay) after completion of each 3 years of service. On the 1st day of the 4th, 7th, 10th, etc, years of service the increase is effective.

* If fair share fringe calculation is used, no fringe benefits are payable for annual training, vacation, sick leave, holiday, jury duty or bereavement leave. No shift differential pay is payable for annual training pay, vacation pay, sick leave pay, jury duty pay, or bereavement pay.

** New hire trainees do not earn fringe benefit during their new hire training period. Part time employees do not earn fringe benefits.

APPENDIX – B

SHIFT DIFFERENTIAL

All employees covered by this agreement will receive shift differential while working the following tours.

A- TOUR (graveyard shift) will receive \$.40 per hour on top of their regular hourly rate.

C- TOUR (swing shift) will receive \$.40 per hour on top of their regular hourly rate.

Any employee who comes in to work early or holds over on A-tour or C-tour will be paid the shift differential at the above rate per hour worked on the A-tour or C-tour.

Employees who work the 0500-1330 this shift will be considered B-tour. An employee who comes in to work early or holds over will receive the differential per hour worked on A-tour or C-tour.

Employees who work 1300-2130 this shift will be considered C-tour and will receive the above rate per hour.

The Kitchen 1 and Corridor Posts receive 4 hours shift differential per shift worked.

Shift differential is not payable for training hours, or vacation or sick leave hours; or for vacation and sick leave taken as time off; or for Jury Duty or Bereavement leave; it is only payable when hours are actually worked.

APPENDIX - C

FRINGE BENEFITS

Section 1. The Fringe Benefit consists of an hourly allowance for Health and Welfare and a Pension Benefit amount. An officer may elect to apply all or part of his/her fringe benefit to Health and Welfare (Medical) plans or to a Pension Plan.

Section 2. The fringe benefit is earned through working productive post hours. Productive post hours are defined as hours spent working on an authorized post at the facility, not including "guard mount" time. Fringe benefit is not earned during training, vacation, sick leave, bereavement or jury duty taken as time off or for vacation or sick leave "cashed in".

Section 3. The fringe benefit is payable to those officers who work a bid schedule classified as "full time".

Section 4. Part Time Worker Fringe Benefits. If the Union elects, part time workers may receive pro-rated "fair share" amount, or no fringe benefits. The part time fringe benefit rate calculation method, if elected by the Union, shall be the same as the method elected for full time officers and shall continue for a period of at least twelve (12) months, unless mutually agreed by both parties for a lesser period.

A. If part time workers are granted fringe benefits by the Union, the part time workers will receive a prorated/fractional share decided by the Union.

Note: Regardless of the Union's election to include or exclude Part Time employees from fringe benefit distribution, the Company will not be held liable for any payments to the Union's Health Benefits Program beyond the sum of the hourly rate times productive post hours.

Section 5. Employees receiving the fringe benefit may elect to have part or all of their benefit distributed to an individual retirement account provided by the Union or the Company. The Union or Company will be responsible for making said distributions.

Section 6. The Company agrees to provide the Union with a monthly roster of all employees by classification custody or supervisory custody) and by full and part time classification. The Union is responsible for making the distribution of fringe benefits to their members' accounts.

Section 7. Hourly fringe rate per year of the agreement:

EFFECTIVE:

| | |
|---------------|--|
| APRIL 1, 2007 | \$5.28 |
| APRIL 1, 2008 | \$5.28 |
| APRIL 1, 2009 | \$5.28 |
| APRIL 1, 2010 | \$5.28 plus 10% or the Wage Determination Rate whichever is higher |

ARTICLE-42 TERM OF THE AGREEMENT

Section 1. This Agreement is the result of arm's length negotiations between the parties covering the entire field of collective bargaining and wholly satisfies their obligation for the duration of this Agreement under all laws requiring them to bargain upon the parties hereto, their heirs, executors, administrators, successors, et al. This Agreement shall be in full force and effect from 1 April 2007 through 31 March 2010. It shall extend automatically at one year intervals thereafter unless one of the parties files notice in writing of its desire to modify this Agreement at least 90 days prior to its ending date.

Section 2. It is understood that the effective date for any pay or benefit increase mentioned in this Agreement shall be the effective date that such is accepted by the Government.

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

Executed this 19th day of MAY 2007.

For the Union

For the Company

CARL A. MONT
PRINTED NAME/TITLE

CHARLES S. MANDEL, PRESIDENT/CEO

Carl A. Mont
SIGNATURE

[Signature]
SIGNATURE

Jerry Dennis
PRINTED NAME/TITLE

RONALD E. GATES, GENERAL MANAGER 3/19/07

Jerry Dennis
SIGNATURE

SIGNATURE

PRINTED NAME/TITLE

SIGNATURE

ATTACHMENT 2 – DELIVERABLES OF WRITTEN DOCUMENTATION

One hard copy of each deliverable shall be submitted to the Contracting Officer and the COTR, as described in the "Delivery/Days after Award Column".

Detention Services Deliverables:

| ITEM | DESCRIPTION | SECTION-C SUBSECTION | DELIVERY/DAYS AFTER AWARD | NO. OF COPIES |
|------|---|---|---|------------------|
| A001 | Quality Control Plan | GVT PWS II Subsection 1 Item A | Submit Proposed Changes to the COTR for review | 1 |
| A002 | Copy of the document stating that the employee has received and reviewed the Policy and Procedures Manual | GVT PWS II Subsection 1 Item C | Upon request by the COTR | 1 |
| A003 | Written policy and procedures for reporting security, safety, health, welfare or injury incidents | GVT PWS II Subsection 1 Item C | Within 24 hours of occurrence | 1 |
| A004 | Resumes of Key Personnel | GVT PWS II Subsection 1 Item E, 3 | COTR written approval before employee EOD | 1 |
| A005 | Organizational Chart | GVT PWS II Subsection 1 Item E, 4 | Available for review upon request | 1 |
| A006 | Employee's certifications that they have read and understand the standards of conduct | GVT PWS II Subsection 2 Item A | Prior to EOD | 1 |
| A007 | Copy of Standards of conduct and corresponding disciplinary actions | GVT PWS II Subsection 2 Item A | Prior to EOD | 1 |
| A008 | Report of employee(s) in violation or attempt to violate standards of conduct | GVT PWS II Subsection 2 Item A, 6 | Immediately (immediate verbal report, with written follow-up) | 1 |
| A009 | Notification of change in employee's health status | GVT PWS II Subsection 2 Item C, Para. 9 | Immediately | 1 |
| A010 | Employee termination, transfer, suspension, personnel action relating to disqualifying information or incidents of delinquency | GVT PWS II Subsection 2 Item F | Immediately (immediate verbal report, with written follow-up) | 1 |
| A011 | Report of any on contract employee misconduct | GVT PWS II Subsection 2 Item F | Immediately (immediate verbal report, with written follow-up) | 1 |
| A012 | Certification that each contract employee has been issued approved uniforms and credentials | GVT PWS II Subsection 2 Item K, 1 & 2 | Prior to EOD | 1 |
| A013 | Registrations, commissions, permits, or licenses for each uniformed employee | GVT PWS II Subsection 2 Item L, 2 | Prior to Entry On Duty (EOD) | 1 |
| A014 | Detention Officer Assignment Roster | GVT PWS II Subsection 2 Item N, 1 | Posted 24 hours in advance | 1 |
| A015 | Report of employees actually on duty with post assignments | GVT PWS II Subsection 2 Item N, 1 | Upon request by COTR | 1 |
| A016 | Drug test results | GVT PWS II Subsection 3 | Submitted 21 calendar days after receipt of an applicant personnel | 1 |

| | | | | |
|------|--|--------------------------------|--|---|
| | | Item C | suitability packet | |
| A017 | E-QIP Security Process | GVT PWS II Subsection 3 | Prior to Entry On Duty (EOD) | |
| A018 | Training Program | GVT PWS II Subsection 4 | 30 days after contract award and before contract performance begins | |
| A019 | Physical force incident Report | GVT PWS II Subsection 5 Item M | Verbal immediately and written prior to end of shift | 1 |
| A020 | Written report for escapes | GVT PWS II Subsection 5 Item Q | Prior to end of shift (verbal report immediately, with written report no later than shift end) | 1 |
| A021 | Physical harm or threat to safety, health or welfare | GVT PWS II Subsection 8 Item C | Immediately and follow-up within 24 hours of incident | 1 |
| A022 | Monthly Status Report | Section G | Concurrent with submission of Monthly Invoice | 1 |

Food Services Deliverables:

| DELIVERABLE | SUBMIT TO | DUE DATE | PWS PARAGRAPH # |
|--|-----------|--|-----------------|
| Work and Assignment Sheet | | Weekly | 5.3 |
| Prime Vendor/Food Service Expenditures Number of Meals Served Daily Meal Count | | Monthly and Quarterly | 3.9.2 |
| Budget Requirements | | Annually /Quarterly Must be completed by end of 3 rd quarter | 3.9.1 |
| 10 Holiday Menus | | Annually | 3.1.1 |
| 35 Day Menu – Regular Diet | | Monthly | 3.1.1 |
| 14 Day Menu – Common Fare | | Monthly | 3.1.1 |
| Detainee Special Needs | | Daily | 3.1.1 |
| Daily Diet List-Medical | | Daily | 3.3.9 |
| Daily Diet List –Religious | | | 3.3.10 |
| Daily Time Sheet | | Daily | 5.3 |
| Cleaning Schedule | | Weekly | 3.6 |
| Weekly Inventory/Log Sheet (Food) | | Weekly | 3.9 |
| Tool Cabinet Inventory Class A and Class B | | At beginning of the day and at the end of each shift | 3.8.1 |
| Equipment Inventory | | Annually | 4.3 |
| Daily Meal Count | | Per meal | 3.9.2 |
| Regular Tool Control Log | | Monthly | 3.8.1 |
| Food Service Weekly Inspection Log (ACA) (Maintain and submit to the FOD or designee) | | Weekly | 3.6.1 |

| | | | |
|---|--|---|-------|
| Food Handler Certification (Maintain) | | As required of new employees | 5.6 |
| Detainee Volunteer Work Program Training Form (If detainees are used) | | As required Training Roster Daily | 9.8 |
| Serving Line Temperature Report | | Per meal | 3.3.4 |
| ACA Temperature Log Report (Refrigerators and Freezers) | | Three (3) times per day | 3.2.3 |
| Daily Sanitation Checklist | | Two (2) times per day | 3.6 |
| Maintenance Service Work Order Form | | As required | 4.2 |
| Common Fare Cost for Detainee | | Quarterly | 3.9.2 |
| Non-Edible Supply Usage (Equipment and Supplies) | | Monthly | 3.9.3 |
| Authorized Detainee Workers List (Maintain) | | Daily | 9.8 |
| Safety Devices/Equipment Training | | Quarterly | 5.6 |
| Food and Non-food Inventory | | Monthly | 3.9.3 |
| Detainee Screening Form (Request form) (Maintain) | | As required | 9.8 |
| 5 Week Menu Cycle (as served) | | Monthly | 3.1.1 |
| End of Month Cost Report (including cost per meal, per detainee) | | Monthly | 3.9.2 |
| Daily Food Usage Report | | Daily | 3.9.2 |
| Chemical Inventory Sheet | | Per usage | 3.7.3 |
| Post Orders/Assignments (Every employee position) | | Annually | 5.3 |

*Clarification for the due dates is provided as follows:

Daily: in the evening

Weekly: each Monday

Monthly: on the 15th of each month

Attachment 3- Performance Requirements Summary

| FUNCTIONAL AREA/ WEIGHT | PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS) | PERFORMANCE MEASURE | METHOD OF SURVEILLANCE | ACCEPTABLE QUALITY LEVEL | WITHHOLDING CRITERIA |
|---|--|---|--|--|---|
| <p>Administration and Management (10%) (Addresses general administration, organizational and management requirements, and Quality Control Plan)</p> | <p>1. Admission and Release 2. Detainee Classification System 3. Contraband 8. Emergency Plans 10. Non-Medical Emergency Escorted Trips 30. Suicide Prevention and Intervention 35. Transportation (Land Transportation) 37. Visitation</p> | <p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> | <ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs | <p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p> | <p>A rating of Deficient on any three of the standards will result in up to 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p> <p>A rating of At-Risk on any of the standards will result in up to 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p> |
| <p>Personnel (15%) (Addresses contractor responsibility in areas of competency, training, recording presence, tour of duty, restrictions, random drug testing, dual positions, appearance, behavior, and workforce integrity)</p> | <p>A record of Contractor Standards of Employee Conduct certificate must be provided to the COTR prior to the employees beginning work</p> <p>Each employee of the Contractor and of any subcontractor(s) must complete and sign a Form I-9, "Employment Eligibility Verification," before commencing work and a copy furnished to the COTR.</p> | <p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> | <ul style="list-style-type: none"> • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs | <p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p> | <p>A rating of Deficient on any two of the standards will result in up to 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p> <p>A rating of At-Risk on any of the standards will result in up to 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p> |

| FUNCTIONAL AREA/ WEIGHT | PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS) | PERFORMANCE MEASURE | METHOD OF SURVEILLANCE | ACCEPTABLE QUALITY LEVEL | WITHHOLDING CRITERIA |
|----------------------------|--|------------------------|---------------------------|-----------------------------|-------------------------|
| | <p>Prior to the officer's initial assignment or reassignment to the ICE site, the Contractor shall certify in writing to the COTR that each Detention Officer is in full compliance with Report of Medical Examination, Standard Form 88.</p> <p>The Contractor shall have a random drug-screening program. The Contractor shall provide the results of all drug screening to the COTR within 24 hours after receipt.</p> <p>The Contractor's employees are subject to random contraband inspection in accordance with facility standards and policies. Upon notification of a violation by the COTR, the Contractor shall immediately remove the employee from performing duties under this contract.</p> <p>If the COTR or the</p> | | | | |

| FUNCTIONAL AREA/ WEIGHT | PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS) | PERFORMANCE MEASURE | METHOD OF SURVEILLANCE | ACCEPTABLE QUALITY LEVEL | WITHHOLDING CRITERIA |
|----------------------------|---|------------------------|---------------------------|-----------------------------|-------------------------|
| | <p>Contractor receives and confirms disqualifying information concerning a Contractor employee, the Contractor shall, upon notification by the COTR, immediately remove the employee from performing duties under this contract.</p> <p>The Contractor shall not utilize any uniformed contract employee to perform duties under this contract for more than 12 hours in any 24-hour period, and shall ensure that such employees have a minimum of eight (8) hours off between shifts. Authorization is required from the COTR is required for any deviation of the Tour of Duty Restrictions.</p> <p>A contract employee shall not hold the position of Detention Officer and Supervisory simultaneously.</p> | | | | |

| FUNCTIONAL AREA/ WEIGHT | PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS) | PERFORMANCE MEASURE | METHOD OF SURVEILLANCE | ACCEPTABLE QUALITY LEVEL | WITHHOLDING CRITERIA |
|----------------------------|--|------------------------|---------------------------|-----------------------------|-------------------------|
| | <p>A Detention Officer shall not leave his Detention Officer post until relieved by another Detention Officer.</p> <p>The Contractor shall maintain a system of personnel files, and make all personnel files available to the CO and the COTR upon request.</p> <p>The Contractor has established uniform requirements for Supervisory Detention Officers and Detention Officers.</p> <p>The Contractor must obtain all required permits and licenses by the date of contract award.</p> <p>Contract employees are not accessing Government equipment, documents, materials, and telephones for any purpose other than as authorized by ICE.</p> <p>The Contractor shall follow the</p> | | | | |

| FUNCTIONAL AREA/ WEIGHT | PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS) | PERFORMANCE MEASURE | METHOD OF SURVEILLANCE | ACCEPTABLE QUALITY LEVEL | WITHHOLDING CRITERIA |
|---|--|---|--|--|---|
| | criteria described in the PWS when establishing work schedules, contact relief, rest periods, and starting and stopping work. | | | | |
| <p>Background and Clearance Procedures (5%)</p> <p>(Addresses background investigations, security requirements, suitability determinations, background investigations, employment and continued eligibility, and security management)</p> <p>(Reporting alleged employee misconduct, arrests, employees under investigation by any law enforcement agency)</p> | <p>The Contractor shall process all background investigations through the ICE Security Office via the COTR prior to contract start date. Prior to granting of a favorable EOD decision, the Contractor must submit the results of the drug screening on the applicant to the COTR.</p> <p>The Contractor shall appoint a senior official to act as the Corporate Security Officer.</p> <p>Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level in <i>DHS IT Security</i></p> | <p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> | <ul style="list-style-type: none"> • Ad-hoc reviews as needed • CDRs | <p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p> | <p>A rating of Deficient on any two of the standards will result in up to 5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p> <p>A rating of At-Risk on any of the standards will result in up to 5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p> |

| FUNCTIONAL AREA/ WEIGHT | PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS) | PERFORMANCE MEASURE | METHOD OF SURVEILLANCE | ACCEPTABLE QUALITY LEVEL | WITHHOLDING CRITERIA |
|---|---|--|---|--|---|
| | <p><i>Program Publication DHS MD 4300.Pub.</i> if working on Department telecommunications and automated information systems.</p> <p>All Contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training.</p> | | | | |
| <p>Training (10%) (Addresses contractor training in the ACA Standards and in the PWS)</p> | <p>All employees must have the training described in the ACA Standards and in the PWS.</p> <p>All new Supervisory Detention Officers assigned to perform work under this contract must successfully complete a minimum of 40 hours of formal supervisory training provided by the Contractor prior to assuming duties.</p> <p>The Contractor shall give each Detention Officer a written examination consisting of at least</p> | <p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> <p>Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</p> <p>Periodic reviews in accordance with the contract performance monitoring tool (see attached)</p> | <ul style="list-style-type: none"> • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs • Review of service provider's quality control program monitoring reports and output data | <p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p> | <p>A rating of Deficient on any two of the standards will result in up to 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p> <p>A rating of At-Risk on any of the standards will result in up to 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p> |

| FUNCTIONAL AREA/ WEIGHT | PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS) | PERFORMANCE MEASURE | METHOD OF SURVEILLANCE | ACCEPTABLE QUALITY LEVEL | WITHHOLDING CRITERIA |
|--|---|---|--|--|--|
| | <p>25 questions after each classroom-training course is completed.</p> <p>Certified instructors shall conduct all instruction and testing.</p> <p>Employees shall not perform duties under this contract until they have successfully completed all initial training and the COIR receives written certification from the Contractor.</p> <p>The Contractor shall submit a training forecast and lesson plans to the COIR or ICE designee, on a monthly basis, for the following 60-day period.</p> | | | | |
| <p>Facility Security and Control (15%)</p> <p>(Addresses post orders; permanent logs; security features; security inspections, control of contraband; detainee and housing unit</p> | <p>4. Correspondence and Other Mail</p> <p>6. Detainee Files</p> <p>7. Disciplinary Policy</p> <p>11. Security Inspections</p> <p>13. Funds and Personal Property</p> <p>15. Hold Rooms in Detention Facilities</p> | <p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COIR</p> <p>Annual review of</p> | <ul style="list-style-type: none"> • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs • Review of service provider's quality control program monitoring reports and output data | <p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p> | <p>A rating of Deficient on any two of the standards will result in up to 20% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p> <p>A rating of At-Risk on any of the standards will result in up to 20% withholding in the monthly invoiced per-diem day</p> |

| FUNCTIONAL AREA/ WEIGHT | PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS) | PERFORMANCE MEASURE | METHOD OF SURVEILLANCE | ACCEPTABLE QUALITY LEVEL | WITHHOLDING CRITERIA |
|---|---|--|---|--|--|
| searches; detainee accountability; use of force, non-routine use of restraints; tools, keys, and equipment control; detainee discipline; supervision for special housing; contingency emergency plans, work details, programs and services, detainees funds and property) | 17. Key and Lock Control 18. Access to Legal Material 19. Group Presentations on Legal Rights 23. Population Counts 24. Post Orders 25. Recreation 27. Special Management Unit (Administrative Segregation) 28. Special Management Unit (Disciplinary Segregation) 29. Staff-Detainee Communication 34. Detainee Transfer 36. Use of Force 37. Visitation 38. Voluntary Work Program | facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard Periodic reviews in accordance with the contract performance monitoring tool (see attached) | | | rate until compliance with the standard is established |
| Detainee Rights, Rules, Discipline, and Privileges (5%) (Addresses detainee's civil rights) | 5. Detainee Handbook 7. Disciplinary Policy 14. Detainee Grievance Procedures 18. Access to Legal Material 19. Group Presentations on Legal Rights 27. Special Management Unit (Administrative | Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR | <ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the contract performance monitoring tool (see attached) • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • Review of service provider's quality control program monitoring reports • CDRs | Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP) | <p>A rating of Deficient on any three of the standards will result in up to 5% withholding in the monthly invoiced per- diem day rate until compliance with the standard is established</p> <p>A rating of At-Risk on any of the standards will result in up to 5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p> |

| FUNCTIONAL AREA/ WEIGHT | PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS) | PERFORMANCE MEASURE | METHOD OF SURVEILLANCE | ACCEPTABLE QUALITY LEVEL | WITHHOLDING CRITERIA |
|--|--|---|--|--|---|
| <p>Transportation (15%)</p> <p>(Addresses use of force outside the facility, the use of force with lethal and non-lethal weapons, licensing, training, and continued proficiency, ground transportation of detainees and/or to effect the removal of detainees at ports of entry and JPATS operations)</p> | <p>Segregation) 28. Special Management Unit (Disciplinary Segregation) 29. Staff-Detainee Communication 34. Detainee Transfer 35. Transportation (Land Transportation) 36. Use of Force ICE National Firearms policy ICE Escort policy PWS Subsection 9 para D and E JPATS SOP</p> | <p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> | <ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs | <p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p> | <p>A rating of Deficient on any two of the standards will result in up to 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p> <p>A rating of At-Risk on any of the standards will result in up to 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p> |
| <p>Health, Safety, Sanitation and Emergency Standards (10%)</p> <p>(Addresses contractor compliance with ICE emergency procedures, accountability and proper use of chemicals, documenting disturbances, reporting of serious incidents, evacuation plans, injury, illness, medical requests, evacuation, detainee death or injury, clothing, bedding and linen exchange)</p> | <p>1. Admission and Release 2. Detainee Classification System 8. Emergency Plans 9. Environmental Health and Safety 16. Hunger Strikes 22. Issuance and Exchange of Clothing, Bedding, and Towels 30. Suicide Prevention and Intervention</p> | <p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> | <ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs | <p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p> | <p>A rating of Deficient on any two of the standards will result in up to 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p> <p>A rating of At-Risk on any of the standards will result in up to 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p> |

| FUNCTIONAL AREA/ WEIGHT | PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS) | PERFORMANCE MEASURE | METHOD OF SURVEILLANCE | ACCEPTABLE QUALITY LEVEL | WITHHOLDING CRITERIA |
|--|---|---|--|--|---|
| <p>Property, Equipment, and Supplies (5%)</p> <p>(Addresses government property accountability, contractor firearms, detainee telephone system)</p> | <p>17. Key and Lock Control 31. Telephone Access 33. Tool Control</p> <p>ICE National Firearms policy PWS Subsection 9</p> | <p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> | <ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs | <p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p> | <p>A rating of Deficient on any two of the standards will result in up to 5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p> <p>A rating of At-Risk on any of the standards will result in up to 5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established</p> |
| <p>Food Service (10%)</p> <p>(Addresses basic sanitation and adequacy of varied meals and special diets provided to residents)</p> | <p>ICE DRO Detention Operations Manual Detainee Services Chapter 7, Food Services (www.ice.gov/pi/dro/ opsmanual) PMT: 12. Food Service</p> | <p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> | <ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard • Periodic review in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results. • Ad-hoc reviews as needed • CDRs | <p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p> | <p>A rating of Deficient on any of the standards will result in up to 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in up to 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p> |

The following is a breakdown of the percentage amounts that will be withheld for each functional area for 1st offense through 4th offense in deficient and at-risk. As stated in the withholding criteria, no more than the total weight for each functional area (for example 10% for Administration and Management) will be withheld on a monthly invoiced per diem day rate. The offenses will be recorded on a 12 month basis.

| Deficient | 1st Offense | 2nd Offense | 3rd Offense | 4th Offense |
|--|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Administration and Management | 2.50% | 5.00% | 7.50% | 10.00% |
| Personnel | 3.75% | 7.50% | 11.25% | 15.00% |
| Background & Clearance Procedures | 1.25% | 2.50% | 3.75% | 5.00% |
| Training | 2.50% | 5.00% | 7.50% | 10.00% |
| Facility Security & Control | 3.75% | 7.50% | 11.25% | 15.00% |
| Detainee Rights, Rules, Discipline, & Privileges | 1.25% | 2.50% | 3.75% | 5.00% |
| Transportation | 3.75% | 7.50% | 11.25% | 15.00% |
| Health, Safety, Sanitation & Emergency Standards | 2.50% | 5.00% | 7.50% | 10.00% |
| Property, Equipment, & Supplies | 1.25% | 2.50% | 3.75% | 5.00% |
| Food Service | 2.50% | 5.00% | 7.50% | 10.00% |
| At-Risk | 1st Offense | 2nd Offense | 3rd Offense | 4th Offense |
| Administration and Management | 2.50% | 5.00% | 7.50% | 10.00% |
| Personnel | 3.75% | 7.50% | 11.25% | 15.00% |
| Background & Clearance Procedures | 1.25% | 2.50% | 3.75% | 5.00% |
| Training | 2.50% | 5.00% | 7.50% | 10.00% |
| Facility Security & Control | 3.75% | 7.50% | 11.25% | 15.00% |
| Detainee Rights, Rules, Discipline, & Privileges | 1.25% | 2.50% | 3.75% | 5.00% |
| Transportation | 3.75% | 7.50% | 11.25% | 15.00% |
| Health, Safety, Sanitation & Emergency Standards | 2.50% | 5.00% | 7.50% | 10.00% |
| Property, Equipment, & Supplies | 1.25% | 2.50% | 3.75% | 5.00% |
| Food Service | 2.50% | 5.00% | 7.50% | 10.00% |

Attachment 4 - Contract Discrepancy Report

| | | | |
|---|----------------------------|-------------------------|---------------------------|
| CONTRACT DISCREPANCY REPORT | | | 1. CONTRACT NUMBER |
| Report Number: | | | Date: |
| 2. TO: (Contractor and Manager Name) | | 3. FROM: (Name of COTR) | |
| DATES | | | |
| CONTRACTOR NOTIFICATION | CONTRACTOR RESPONSE DUE BY | RETURNED BY CONTRACTOR | ACTION COMPLETE |
| 4. DISCREPANCY OR PROBLEM <i>(Describe in Detail; Include reference in PWS / Directive; Attach continuation sheet if necessary.)</i> | | | |
| 5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) | | | |
| 6. TO: (COTR) | | 7. FROM: (Contractor) | |
| 8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i> | | | |
| 9. SIGNATURE OF CONTRACTOR REPRESENTATIVE | | | 10. DATE |
| 11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i> | | | |
| 12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i> | | | |
| CLOSE OUT | | | |
| CONTRACTOR NOTIFIED | NAME AND TITLE | SIGNATURE | DATE |
| COTR | | | |
| CONTRACTING OFFICER | | | |

**Detention and Removal Operations
Detention and Transportation Services**



**U.S. Immigration
and Customs
Enforcement**

Performance Monitoring Tool

Facility Name: _____ Month/Year: _____

| Frequency | | DETECTION STANDARD | Rating A/D/R | Corrective Action Required/ Comments | Due Date |
|-----------|-------|--|-----------------|---|----------|
| D | W M O | | | | |
| | | 1. Admission and Release | | | |
| | | A. ICE information is available for initial classification | | | |
| | | B. Medical screening taking place within timeframes | | | |
| | | C. Inventory detainee personal effects | | | |
| | | D. Detainee funds accountability in place for admin/release | | | |
| | | E. All visual searches documented and are not routine in procedure | | | |
| | | F. Appropriate clothing and bedding issued | | | |
| | | G. Orientation material in English, Spanish or most prevalent second language | | | |
| | | 2. Detainee Classification System | | | |
| | | A. All detainees classified appropriately upon arrival | | | |
| | | B. Reassessment and reclassification process in place | | | |
| | | C. Housing assignments are based upon classification | | | |
| | | D. Work assignments are based upon classification system | | | |
| | | E. Detainees are assigned color coded uniforms/wrist bands to reflect classification level | | | |
| | | 3. Contraband | | | |
| | | A. Policy in place for handling contraband | | | |
| | | B. Contraband disposed of properly and documented | | | |
| | | C. Facility staff make a concerted effort to control contraband | | | |

| D | W | M | T | W | TH | FR | SAT | SUN | DETENTION STANDARD | Rating A/D/R | Corrective Action Required/ Comments | Due Date |
|---|---|---|---|---|----|----|-----|-----|--|-----------------|---|----------|
| | | | | | | | | | 4. Correspondence and Other Mail | | | |
| | | | | | | | | | A. Incoming mail screened and delivered daily | | | |
| | | | | | | | | | B. Outgoing mail screened for contraband | | | |
| | | | | | | | | | C. Legal mail opened in front of detainee | | | |
| | | | | | | | | | D. Incoming funds processed properly | | | |
| | | | | | | | | | E. Rules for correspondence and other mail posted in housing unit or common areas, and detainee handbook | | | |
| | | | | | | | | | F. Facility has a system for detainees to purchase stamps | | | |
| | | | | | | | | | G. SMU has same correspondence privileges as general population | | | |
| | | | | | | | | | 5. Detainee Handbook | | | |
| | | | | | | | | | A. Staff aware of handbook contents and follow procedures | | | |
| | | | | | | | | | B. Available in both English and Spanish and/or second most prevalent language | | | |
| | | | | | | | | | C. Handbook is updated as necessary | | | |
| | | | | | | | | | D. Orientation material available to illiterate detainees | | | |
| | | | | | | | | | 6. Detainee Files | | | |
| | | | | | | | | | A. Detention file created for each new arrival | | | |
| | | | | | | | | | B. Detention files contain documents generated during custody | | | |
| | | | | | | | | | C. Detainee files maintained in a secure area | | | |
| | | | | | | | | | 7. Disciplinary Policy | | | |
| | | | | | | | | | A. Rules of conduct/sanctions provided in writing | | | |
| | | | | | | | | | B. Incident reports investigated within 24 hours | | | |
| | | | | | | | | | C. Disciplinary panel adjudicate infractions | | | |
| | | | | | | | | | D. Disciplinary sanctions are in accordance with standards | | | |
| | | | | | | | | | E. Staff representation available | | | |

| D | W | M | Q | DETECTION STANDARD | Rating A/D/R | Corrective Action Required / Comments | Due Date |
|---|---|---|---|---|-----------------|--|----------|
| | | | | 8. Emergency Plans | | | |
| | | | | A. Staff trained | | | |
| | | | | B. Written plans | | | |
| | | | | C. Evacuation routes primary and secondary | | | |
| | | | | D. A complete set of emergency plans is available | | | |
| | | | | E. Staff work stoppage plan is available | | | |
| | | | | 9. Environmental Health and Safety | | | |
| | | | | A. System for storing/issuing/maintaining hazardous materials | | | |
| | | | | B. Complete inventories of hazardous materials maintained | | | |
| | | | | C. A complete list of MSDS readily accessible to staff and detainees | | | |
| | | | | D. Fire prevention/control/evacuation plan | | | |
| | | | | E. Conduct fire/evacuation drills according to schedule/standard | | | |
| | | | | F. Staff trained to prevent contact with blood and bodily fluids | | | |
| | | | | G. Emergency generators are tested bi-weekly | | | |
| | | | | H. Every employee and detainee using flammable, toxic, or caustic materials receives advance training in their use, storage, and disposal | | | |
| | | | | I. Safety Office (or officer) maintains files of inspection reports; Including corrective actions taken | | | |
| | | | | J. Facility appears clean and well maintained | | | |
| | | | | K. All flammable and combustible materials (liquid and aerosol) are stored and used according to label recommendations | | | |

| D | W | M | Q | DETECTION STANDARDS | Rating A/D/R | Corrective Action Required/ Comments | Due Date |
|---|---|---|----|---|-----------------|---|----------|
| | | | | 10. Non-Medical Emergency Escorted Trips | | | |
| | | | | The Field Office Director considers and approves, on a case-by-case basis, trips to visit an immediate family member in accordance with standards | | | |
| | | | A. | | | | |
| | | | | 11. Security Inspections | | | |
| | | | A. | Staff are required to conduct security check of assigned areas | | | |
| | | | B. | All visitors officially recorded in a visitor log book | | | |
| | | | C. | Front entrance staff inspect ID of everyone entering/exiting | | | |
| | | | D. | Maintain a log of all incoming and departing vehicles | | | |
| | | | E. | Housing unit searches occur at irregular times | | | |
| | | | F. | Area searches documented in log book | | | |
| | | | G. | Daily/Monthly fence checks completed and logged | | | |
| | | | H. | Facility administrator or designee and department heads visit housing units and activity areas weekly | | | |
| | | | I. | Officers monitor all vehicular traffic entering and leaving the facility | | | |
| | | | J. | The facility has a written policy and procedures to prevent the introduction of contraband into the facility or any of its components | | | |
| | | | K. | Security officer posts located in or immediately adjacent to detainee living areas to permit officers to see or hear and respond promptly to emergency situations. Personal contact and interaction between staff and detainees is required and facilitated | | | |
| | | | L. | Daily procedures include: perimeter alarm system tests; physical checks of the perimeter fence; documenting the results | | | |
| D | W | M | Q | DETECTION STANDARDS | Rating A/D/R | Corrective Action Required/ Comments | Due Date |
| | | | | Tools being taken into the secure area of the facility are inspected and inventoried | | | |
| | | | M. | | | | |

| D | W | M | T | F | S | S | 12. Food Service | | | | | | | | |
|---|---|---|---|---|---|---|--|---------------|------------------------------------|-----------------|-----------------|--|--|--|--|
| | | | | | | | A. Appropriate security measures for sharps are in place | | | | | | | | |
| | | | | | | | B. Appropriate food temperatures are maintained for both hot and cold food | | | | | | | | |
| | | | | | | | C. Food Service department maintained at a high level of sanitation | | | | | | | | |
| | | | | | | | D. Detainees receive safety and appropriate equipment training prior to beginning work in department | | | | | | | | |
| | | | | | | | E. A minimum of two hot meals served daily | | | | | | | | |
| | | | | | | | F. Facility has a standard 35 day cycle menu | | | | | | | | |
| | | | | | | | G. A registered dietician conducts nutritional analysis | | | | | | | | |
| | | | | | | | H. All menu changes documented | | | | | | | | |
| | | | | | | | I. Common fare menu for authorized detainees | | | | | | | | |
| | | | | | | | J. Weekly inspections conducted and documented | | | | | | | | |
| | | | | | | | 13. Funds and Personal Property | | | | | | | | |
| | | | | | | | A. Inventory personal property/funds is maintained | | | | | | | | |
| | | | | | | | B. Funds/valuables documented on receipt | | | | | | | | |
| | | | | | | | C. Detainees property searched for contraband | | | | | | | | |
| | | | | | | | D. Staff forward arriving detainees medication to medical staff | | | | | | | | |
| | | | | | | | E. Detainee funds are deposited into the cash box | | | | | | | | |
| | | | | | | | F. Staff secure every container used to store property with a tamper-proof numbered strap | | | | | | | | |
| | | | | | | | G. Quarterly audits of detainee baggage & luggage are conducted, verified, and logged | | | | | | | | |
| D | W | M | T | F | S | S | DEFENTION STANDARDS | RATING | Corrective Action Required/ | Comments | Due Date | | | | |
| | | | | | | | 14. Detainee Grievance Procedures | | | | | | | | |
| | | | | | | | A. Grievance procedures in place | | | | | | | | |
| | | | | | | | B. Staff awareness of procedures for emergency grievances | | | | | | | | |
| | | | | | | | C. Grievance log is utilized | | | | | | | | |
| | | | | | | | D. Staff forward any grievances alleging staff misconduct to ICE | | | | | | | | |
| | | | | | | | E. Informal resolution to a detainee grievance documented in detention file | | | | | | | | |
| | | | | | | | 15. Hold Rooms in Detention Facilities | | | | | | | | |

| | | | | |
|--|---------------------------|---|--|--|
| | A. | Detainees are not held in hold rooms longer than 12 hours | | |
| | B. | All detainees pat searched prior to placement in hold room | | |
| | C. | Maintain detention log for each detainee in hold room | | |
| | D. | Written evacuation plan posted for each hold room | | |
| | E. | Hold rooms contain sufficient seating for the number of detainees held | | |
| | F. | No bunks/cots/beds or other related make shift sleeping apparatuses are permitted inside hold rooms | | |
| | G. | Male and females are segregated from each other at all times | | |
| | H. | Detainees are provided with basic personal hygiene items such as water, soap, toilet paper, cups for water, feminine hygiene items, diapers and wipes | | |
| | I. | Officers closely supervise the detention hold rooms. Hold rooms are irregularly monitored every 15 minutes | | |
| | 16. Hunger Strikes | | | |
| | A. | Procedures for referring detainee to medical if verbally refused or observed refusing to eat beyond 72 hours | | |
| | B. | Staff receive training in identification of hunger strike | | |
| | C. | Process for determining reason for hunger strike | | |

| D | W | M | Q | DETENTION STANDARDS | Rating A/D/R | Corrective Action Required / Comments | Due Date |
|---|---|---|----|---|-----------------|--|----------|
| | | | | 17. Key and Lock Control | | | |
| | | | A. | Maintain inventories of all keys/locks/locking devices | | | |
| | | | B. | Emergency keys are available for all areas of the facility | | | |
| | | | C. | Chit system used to issue security equip./keys/radios | | | |
| | | | D. | Policy regarding restricted keys present and followed by staff | | | |
| | | | E. | Facility has a key accountability policy and procedures to ensure key accountability. The keys are physically counted daily | | | |
| | | | F. | Locks and locking devices are continually inspected, maintained, and inventoried | | | |
| | | | | 18. Access to Legal Material | | | |
| | | | A. | Adequate equipment is available for detainees | | | |
| | | | B. | Legal materials/law library current and available for detainees | | | |
| | | | C. | Detainee access provided to include SMU | | | |
| | | | D. | Denials documented | | | |
| | | | E. | Schedule for use implemented 5 hours weekly per detainee | | | |
| | | | F. | Access to legal material within 24 hours of written request | | | |
| | | | G. | Indigent detainees provided free stamps/envelopes for legal matters | | | |
| | | | | 19. Group Presentations on Legal Rights | | | |
| | | | H. | ICE/DRO approved videos played for all incoming detainees | | | |
| | | | I. | Posters announcing presentation appear in common areas at least 48 hours prior to presentation | | | |

| D | W | M | Q | DETECTION STANDARDS | Rating A/D/R | Corrective Action Required / Comments | Due Date | |
|---|---|---|------------------------------|---|-----------------|--|----------|--|
| | | | J. | Detainees in SMU receive separate presentation | | | | |
| | | | K. | Facility ensures adequate presentations so all detainees wanting to attend have the opportunity | | | | |
| | | | 20. Marriage Requests | | | | | |
| | | | A. | Marriage written requests approved by FOD | | | | |
| | | | 21. Medical Care | | | | | |
| | | | A. | Intake process includes medical and mental health screening | | | | |
| | | | B. | Sick call procedures established | | | | |
| | | | C. | Adequate medical staff available proportionate to population | | | | |
| | | | D. | Pharmaceuticals stored in a secure area | | | | |
| | | | E. | All detainees receive physical examination/assessment within 14 days of arrival | | | | |
| | | | F. | Sick call slips available in English, Spanish and/or most prevalent second language | | | | |
| | | | G. | The facility has a written plan for 24 hour emergency health care when no medical staff are on-duty or when immediate outside medical attention is required | | | | |
| | | | H. | Medical records are available and transferred with the detainee | | | | |
| | | | I. | Records are maintained of medication distribution | | | | |
| | | | J. | All sharps are under strict control and accountability | | | | |
| | | | K. | A sharps container is used to dispose of used sharps | | | | |
| | | | L. | The medical department is maintained at a high level of sanitation | | | | |

| D | W | M | Q | DEFENTION STANDARDS | Rating A/D/R | Corrective Action Required / Comments | Due Date |
|---|---|---|----|--|-----------------|--|----------|
| | | | L. | The facility administrator (or designee) visits each SMU daily A health care provider visits every detainee in a SMU at least 3x week, and detainees are provided any medications prescribed for them. | | | |
| | | | M. | Detainees in the SMU are offered at least one hour of recreation per day, scheduled at a reasonable time, at least five days per week. Where cover is not provided to mitigate inclement weather, detainees are provided weather- appropriate equipment and attire | | | |
| | | | N. | 29. <u>Staff-Detainee Communication</u> | | | |
| | | | A. | Housing unit rounds conducted daily by security staff | | | |
| | | | B. | Housing unit rounds conducted daily by Deportation Staff | | | |
| | | | C. | Detainee requests answered within 72 hours | | | |
| | | | D. | ICE SDC visit schedules are posted in housing unit | | | |
| | | | E. | Request forms are available to detainees | | | |
| | | | F. | There is a secure box available for detainees to place requests in for ICE staff that is checked on a daily basis | | | |
| | | | G. | Unannounced ICE staff housing unit visits occur weekly | | | |
| | | | H. | Visiting staff observe, document and communicate current climate and conditions of confinement | | | |
| | | | | 30. <u>Suicide Prevention and Intervention</u> | | | |
| | | | A. | The facility has a written suicide prevention and intervention program approved and signed by the health authority and facility administrator which is reviewed annually | | | |
| | | | B. | Every new staff member receives suicide-prevention training. Suicide-prevention training occurs during the employee orientation program and annually thereafter | | | |
| | | | C. | The facility has a designated and approved isolation room for evaluation and treatment | | | |
| D | W | M | Q | DEFENTION STANDARDS | Rating A/D/R | Corrective Action Required / Comments | Due Date |
| | | | D. | Staff observes and documents the status of a suicide-watch detainee at least once every 15 minutes | | | |

| D | W | M | O | DETENTION STANDARDS | Rating A/D/R | Corrective Action Required/ Comments | Due Date |
|---|---|---|----|---|-----------------|---|----------|
| | | | | Vehicles have 2 way radios, cellular telephones, equipment boxes in accordance with the Use of Force standard | | | |
| | | | F. | Vehicles have written contingency plans on board | | | |
| | | | | 36. Use of Force | | | |
| | | | A. | Policy governing immediate/calculated use of force | | | |
| | | | B. | All use of force incidents documented and reviewed | | | |
| | | | C. | Video tapes of incidents preserved/catalogued for 2 1/2 yrs | | | |
| | | | D. | Detainee is seen by medical immediately after incident | | | |
| | | | E. | Facility subscribes to prescribed confrontation avoidance procedures | | | |
| | | | F. | Staff trained in use of force techniques | | | |
| | | | G. | Appropriate procedures in place for using 4 point restraints | | | |
| | | | H. | Medical staff consulted prior to deploying OC spray in calculated use of force situations | | | |
| | | | I. | All electronic stun devices inventoried and used by facility must be approved by ICE National Firearms and Tactical Training Unit | | | |
| | | | | 37. Visitation | | | |
| | | | A. | Written visitation schedule posted and accessible to the public | | | |
| | | | B. | General visitation log book maintained | | | |
| | | | C. | Visitor dress code enforced | | | |
| | | | D. | Legal visitation available 7 days a week | | | |
| | | | E. | Facility complies with visitation schedule | | | |
| | | | F. | Visitors are searched and identified per standards | | | |
| | | | G. | Current list of Pro Bono services posted in detainee housing | | | |

| D | W | M | Q | DETENTION STANDARDS | Rating A/D/R | Corrective Action Required / Comments | Due Date |
|---|---|---|----|--|-----------------|--|----------|
| | | | | 38. Voluntary Work Program | | | |
| | | | A. | Facility has a voluntary work program | | | |
| | | | B. | Maintain a written chart with work assignments/classification level | | | |
| | | | C. | Facility complies with work hour and pay requirements for detainees | | | |
| | | | D. | Detainees are medically screened to participate | | | |
| | | | E. | Detainees receive proper training and safety equipment | | | |
| | | | F. | Detainee housekeeping meets standards for neatness, cleanliness and sanitation | | | |
| | | | | 39. Juvenile Education | | | |
| | | | A. | Classrooms are equipped, including desks, chairs, grade-appropriate text books, activity supplies, chalk boards and audio/visual equipment. | | | |
| | | | B. | Lesson plans are in place and have clearly stated objectives and measures for student performance. | | | |
| | | | C. | Curricula and materials meet US Dept. of Education, state and county requirements. | | | |
| | | | D. | At least one hour of daily grade-appropriate instruction is provided in the following core subjects: Science, Social Studies, Math, Language Arts (Reading/Writing), and Physical Education. | | | |
| | | | E. | Teacher credentials meet state English as a Second Language (ESL) requirements. | | | |
| | | | F. | Teachers identify, address and refer counseling and special needs of students. | | | |