

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CRF 350)	RATING	PAGE OF PAGES 1   58
2. CONTRACT (Proc. Inst. Ident.) NO. HSCEOP-06-C-00012		3. EFFECTIVE DATE 02/15/2006	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. PRO-6-L008FOW	
5. ISSUED BY Immigration and Customs Enforcement Office of Acquisition Management Attn: Sheryl Wright 24000 Avila Road, Room 3104 Laguna Niguel CA 92677	CODE ICELAG	6. ADMINISTERED BY (If other than Item 5) Immigration & Customs Enforcement Office of Acquisition Management Attn: Sheryl Wright 24000 Avila Road, Room 3104 Laguna Niguel CA 92677		CODE PRO-LAGUNA

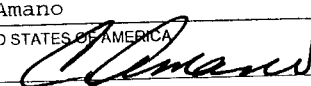
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)  SPECTRUM SECURITY SERVICES INC PO BOX 744 JAMUL CA 919350744		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT  (b)(4)
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: Section G

CODE 6189544650000	FACILITY CODE	12. PAYMENT WILL BE MADE BY Dallas Finance Center (214) 915-(b)(2)Low	CODE DFC
11. SHIP TO/MARK FOR SEE SCHEDULE	CODE SEE SCHEDULE		

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION. <input type="checkbox"/> 10 USC 2304 (c) ( ) <input type="checkbox"/> 41 USC 253 (c) ( )		14. ACCOUNTING AND APPROPRIATION DATA NONE			
15A. ITEM	15B. SUPPLIES/SERVICES	15C. QTY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$0.00

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**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>HSCCEOP-05-R-00001</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print) Carol Amano		20A. NAME OF CONTRACTING OFFICER Carol Amano	
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		20B. UNITED STATES OF AMERICA BY  (Signature of the Contracting Officer)	
19C. DATE SIGNED		20C. DATE SIGNED 2/8/06	

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NAME OF OFFEROR OR CONTRACTOR

**SPECTRUM SECURITY SERVICES INC**

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Tax ID Number: 223850072                      DUNS Number: 618954465                      FOB: Destination                      Period of Performance: 02/15/2006 to 09/30/2010</p> <p>The period of performance for this contract will be approximately February 15, 2006 to September 30, 2010. The contractor will not begin performance until a written Notice To Proceed is issued by the Office of Acquisition Management.</p> <p>The Contractor shall provide Southern California Detention (Escort) Officers for Immigration and Customs Enforcement (ICE) in accordance with the performance work statement. The Contractor shall provide all administrative services, manpower, supervision, equipment and supplies necessary to furnish permanent post positions and per call services in Los Angeles and San Diego, CA., and per-call services in El Centro, CA.</p> <p>This is a firm-fixed Indefinite Delivery/Indefinite Quantity (ID/IQ) contract and all quantities are considered estimates.</p> <p>The minimum guarantee for the Base Period is 60,645 based on an anticipated start date of February 15, 2006. These hours will be prorated from the date specified in the Notice to Proceed. The minimum guarantee for Option Year One, Two, Three, and Four is 97,032 hours. The minimum guarantee only applies to Detention Officers, Permanent Posts, for Los Angeles and San Diego Field Offices.</p> <p>The Government will order line items by issuance of a written task order designating the specific post/per call hours and the location of performance.</p> <p>In accordance with Part 1 - Section C, Subsection 2, Paragraph 2.6, the contractor has provided the following individuals as Key Personnel. Any changes in Key Personnel must be approved prior to assignment to position.</p> <p>Project Manager: Sam Ersan                      Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR  
**SPECTRUM SECURITY SERVICES INC**

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Supervisory DOs: (b)(6), (b)(7)c (b)(6), (b)(7)c				
	Training Officer: (b)(6), (b)(7)c				
	BASE PERIOD: Approximately February 15, 2006 through September 30, 2006				
	CLIN 0001 - LOS ANGELES, CA				
0001A	Detention (Escort) Officers, Permanent Posts Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	52233	HR	44.62	
0001B	Detention (Escort) Officers, Per Call Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	29750	HR	48.60	
0001C	Transportation Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	7089	MI	4.87	
	CLIN 0002 - SAN DIEGO, CA				
0002A	Detention (Escort) Officers, Permanent Posts Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	24166	HR	44.22	
0002B	Detention (Escort) Officers, Per Call Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	29750	HR	48.47	
0002C	Transportation Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	7089	MI	4.87	
	CLIN 0003 - EL CENTRO, CA				
	Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

SPECTRUM SECURITY SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003A	Detention (Escort) Officers, Per Call Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	29750	HR	48.47	
0003B	Transportation Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)  OPTION YEAR ONE: October 1, 2006 through September 30, 2007  CLIN 1001 - LOS ANGELES, CA	7089	MI	4.87	
1001A	Detention (Escort) Officers, Permanent Posts Amount: \$3,290,100.32 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	73736	HR	44.62	
1001B	Detention (Escort) Officers, Per Call Amount: \$2,041,200.00 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	42000	HR	48.60	
1001C	Transportation Amount: \$48,700.00 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)  CLIN 0002 - SAN DIEGO, CA	10000	MI	4.87	
1002A	Detention (Escort) Officers, Permanent Posts Amount: \$1,508,432.64 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	34112	HR	44.22	
1002B	Detention (Escort) Officers, Per Call Amount: \$2,035,740.00 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	42000	HR	48.47	
1002C	Transportation Amount: \$48,700.00 (Option Line Item) Accounting Info: Continued ...	10000	MI	4.87	

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NAME OF OFFEROR OR CONTRACTOR  
SPECTRUM SECURITY SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	NONE Amount: \$0.00 (Subject to Availability of Funds)				
	CLIN 0003 - EL CENTRO, CA				
1003A	Detention (Escort) Officers, Per Call Amount: \$2,035,740.00 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	42000	HR	48.47	
1003B	Transportation Amount: \$48,700.00 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	10000	MI	4.87	
	OPTION YEAR TWO: October 1, 2007 through September 30, 2008				
	CLIN 2001 - LOS ANGELES, CA				
2001A	Detention (Escort) Officers, Permanent Posts Amount: \$3,290,100.32 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	73736	HR	44.62	
2001B	Detention (Escort) Officers, Per Call Amount: \$2,041,200.00 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	42000	HR	48.60	
2001C	Transportation Amount: \$48,700.00 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	10000	MI	4.87	
	CLIN 0002 - SAN DIEGO, CA				
2002A	Detention (Escort) Officers, Permanent Posts Amount: \$1,508,432.64 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	34112	HR	44.22	
2002B	Detention (Escort) Officers, Per Call Amount: \$2,035,740.00 (Option Line Item) Continued ...	42000	HR	48.47	

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NAME OF OFFEROR OR CONTRACTOR  
**SPECTRUM SECURITY SERVICES INC**

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2002C	Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)  Transportation Amount: \$48,700.00 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)  CLIN 0003 - EL CENTRO, CA	10000	MI	4.87	
2003A	Detention (Escort) Officers, Per Call Amount: \$2,035,740.00 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	42000	HR	48.47	
2003B	Transportation Amount: \$48,700.00 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)  OPTION YEAR THREE: October 1, 2008 through September 30, 2009  CLIN 3001 - LOS ANGELES, CA	10000	MI	4.87	
3001A	Detention (Escort) Officers, Permanent Posts Amount: \$3,290,100.32 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	73736	HR	44.62	
3001B	Detention (Escort) Officers, Per Call Amount: \$2,041,200.00 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	42000	HR	48.60	
3001C	Transportation Amount: \$48,700.00 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)  CLIN 0002 - SAN DIEGO, CA	10000	MI	4.87	
3002A	Detention (Escort) Officers, Permanent Posts Continued ...	34112	HR	44.22	

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NAME OF OFFEROR OR CONTRACTOR  
**SPECTRUM SECURITY SERVICES INC**

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$1,508,432.64 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)				
3002B	Detention (Escort) Officers, Per Call Amount: \$2,035,740.00 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	42000	HR	48.47	
3002C	Transportation Amount: \$48,700.00 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)  CLIN 0003 - EL CENTRO, CA	10000	MI	4.87	
3003A	Detention (Escort) Officers, Per Call Amount: \$2,035,740.00 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	42000	HR	48.47	
3003B	Transportation Amount: \$48,700.00 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)  OPTION YEAR FOUR: October 1, 2009 through September 30, 2010  CLIN 4001 - LOS ANGELES, CA	10000	MI	4.87	
4001A	Detention (Escort) Officers, Permanent Posts Amount: \$3,290,100.32 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	73736	HR	44.62	
4001B	Detention (Escort) Officers, Per Call Amount: \$2,041,200.00 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	42000	HR	48.60	
4001C	Transportation Amount: \$48,700.00 (Option Line Item) Continued ...	10000	MI	4.87	

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NAME OF OFFEROR OR CONTRACTOR

**SPECTRUM SECURITY SERVICES INC**

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)  CLIN 0002 - SAN DIEGO, CA				
4002A	Detention (Escort) Officers, Permanent Posts Amount: \$1,508,432.64 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	34112	HR	44.22	
4002B	Detention (Escort) Officers, Per Call Amount: \$2,035,740.00 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	42000	HR	48.47	
4002C	Transportation Amount: \$48,700.00 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)  CLIN 0003 - EL CENTRO, CA	10000	MI	4.87	
4003A	Detention (Escort) Officers, Per Call Amount: \$2,035,740.00 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	42000	HR	48.47	
4003B	Transportation Amount: \$48,700.00 (Option Line Item) Accounting Info: NONE Amount: \$0.00 (Subject to Availability of Funds)	10000	MI	4.87	
	Total amount of award: \$52,061,894.11. The obligation for this award is shown in box 15G.				



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**Description/Specifications**

**PERFORMANCE WORK STATEMENT (PWS)**

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## **SUBSECTION 1 INTRODUCTION**

### 1.0 OBJECTIVE

The objective of this contract is obtaining services for all oversight management, supervision, testing, training, random and targeted drug testing, certifications, licenses, insurance, bonds, technically trained personnel, wages and fringe benefits, reports, uniforms, patrol vehicles, weapons and ammunition, equipment, materials, and supplies (except property and items which are furnished by the Government) necessary to provide armed and unarmed Detention Officer (DO) services at El Centro, Los Angeles, and San Diego, California.

1.0.1 The Performance Work Statement of Work (PWS) describes a performance based work environment in terms of “what” the required detention service outputs are, rather than “how” to perform the work. This PWS attempts to create a government-contractor relationship that promotes achievement of mutually beneficial goals, and promotes a partnership environment. The contractor is encouraged to strive for constant improvement and innovation in the performance of this contract as long as the performance objectives are being achieved at the desired levels of performance. The DHS will monitor the contractor using a Quality Assurance Plan (QAP). The ultimate goal of this PWS is for the contractor to establish a quality customer-focused multifunctional team meeting the needs of DHS/ICE.

### 1.1 BACKGROUND

The United States Department of Homeland Security (DHS), U.S. Immigration & Customs Enforcement (ICE) is responsible for the detention, health, welfare, transportation and deportation of immigrants in removal proceedings and immigrants subject to final order of removal. The intent of this contract is to identify DO tasking as appropriate for managing this activity. Heretofore, guard, security officer, custody officer and other titles have been applied to work that involves the management and transportation of immigrants in a secure manner. That type of work is detention. This PWS focuses that job description under the DO title, and then consolidate nationally the provision and performance of the needed service

1.1.1 Intentionally removed.

### 1.2 MISSION

The mission of the Detention and Removal Program (D&R) is the planning, management, and direction of a broad program relating to supervision, detention and deportation of immigrants who are in the United States illegally. These activities are chiefly concerned with enforcement of departure from the United States of immigrants who have entered illegally or have become removable after admission. In implementing its mission, D&R is responsible for carrying out all orders for the required departure of immigrants handed down in removal proceedings, or prior there to, and arranging for detention of immigrants when such becomes necessary.

### 1.3 SCOPE OF WORK

The Contractor shall provide, operate, manage, and maintain a uniformed DO staff, 24-hours per day, 7-days per week, year-round, for the detention and transportation of immigrants under the responsibility of DHS/ICE-DRO. The Contractor shall evaluate specific tasks required, and create a composite plan to achieve successful results. Continuous full service at the ICE locations is the requirement. The Contractor shall provide full and complete cooperation for any data request, inquiry or investigation conducted by the Government related to this contract.

### 1.4 DETENTION OFFICER PERFORMANCE

#### 1.4.1 Contractor DOs shall:

- 1.4.1.1 Escort and maintain custody of the detainee(s) under order of the COTR or DHS officer.
- 1.4.1.2 Accompany detainees to Immigration Court hearings, or to an interview at a DHS office.
- 1.4.1.3 Keep public contact to a minimum.
- 1.4.1.4 Transport the detainee to and from a locations as identified by the COTR or DHS Officer.

1.4.1.5 Provide security for detainees hospitalized around the clock at local hospitals and/or Contractor's detention sites.

1.4.2 Transport Routes

The transport of detainees to and from various destinations by DOs will be the most direct means, using traditional highways, for each site.

1.4.3 California Locations

DO services to be provided by the Contractor will be performed from the following locations.

1.4.3.1 Los Angeles Per Call as Needed - Locations

Best Western Hotel – Dragon Gate Inn, 818 North Hill Street, Los Angeles CA

San Pedro Peninsular Hospital - 1300 7<sup>th</sup> Street, San Pedro CA

Los Angeles Detention Center, LA Federal Building -- 11000 Wilshire Blvd., Los Angeles, CA

1.4.3.2 Los Angeles Per Call as Needed -- Hotel Service

1.4.3.2.1 Up to 20 rooms for temporary lodging for migrant families and juveniles for up to 72 hours.

1.4.3.2.2 Two (2) DOs required per occupied room. (One same sex gender DO inside the room and one opposite gender DO outside).

1.4.3.2.3 One shift supervisor while detainees are housed at the hotel.

1.4.3.2.4 All DOs will be "Unarmed".

1.4.3.2.5 DO gender requirement will be maintained. (one female/one male DO per family and one per female juvenile detainee)

1.4.4 Los Angeles Per Call as Needed – Hospital Service

Two (2) DOs required for first detainee admitted.

One (1) DO required for follow-on detainees.

Last detainee will have two (2) DOs

All DOs will be "Un-armed".

DO gender requirement is preferred - one female/one male per female detainee.



1.4.6 San Diego Per Call as Needed -- Locations

Alvarado Medical Center --6655 Alvarado Road, San Diego CA  
University Community Medical Cent --5550 University Avenue San Diego CA  
Alvarado Parkway Institute --7050 Parkway Drive La Mesa, CA  
UCSD Medical Center -- Hillcrest. 200 West Arbor Drive, San Diego, CA  
Mercy Hospital -- 4077 5th Ave, San Diego CA  
And others as identified

1.4.7 San Diego Per Call as Needed -- Hospital Service

Two (2) DOs required for first detainee admitted. One (1) DO required for follow-on detainees  
Last detainee will have two (2) Dos All DOs will be "Un-armed".  
DO gender requirement is preferred - one female/one male per female detainee.

1.4.8 San Diego Permanent Staffing.

(b)(2)High, (b)(7)e



1.4.9 El Centro Per Call as Needed -- Locations

El Centro Regional Medical Center -- 1415 Ross Avenue, El Centro CA  
Pioneer Memorial Hospital (Brawley) -- 207 W. Legion, Brawley CA  
And others as identified

1.4.10 El Centro Per Call as Needed -- Hospital Service

Two (2) DOs required for first detainee admitted. One (1) DO required for follow-on detainees.  
Last detainee will have two (2) Dos All DOs will be "Un-armed". A DO gender requirement is preferred

1.5 RULES AND REGULATIONS

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

- 1.5.1 Post Orders
- 1.5.2 General Directives
- 1.5.3 American Correctional Association (ACA) Standards for Adult Detention Facilities (most current edition) and the most recent copy of the supplement issued every two years. A copy is obtainable

through the Internet website [www.aca.org/bookstore/view.asp](http://www.aca.org/bookstore/view.asp).

- 1.5.4 The INS/ DHS\* Officer's Handbook
- 1.5.5 M-68 (A Guide to Proper Conduct and Relationships with Immigrants and the General Public) – <http://onlinepluse.ins/graphics/lawsregs/handman/handbkman/fieldmangd.htm>.
- 1.5.6 The INS/ DHS\*Detention Standards – A copy is obtainable on the Internet website [www.ice.gov](http://www.ice.gov). In the search icon insert "DRO Detention Standards".
  - 1.5.7 All rules and regulations governing public buildings and grounds.
  - 1.5.8 All regulations provided to the Contractor through the COTR.

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

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

Note: \* The Officer's Handbook and Detention Standards are in the process of being changed from INS to DHS. All DHS material supersedes INS material.

### 1.6 AMBIGUITIES

If the Contractor is unable to determine which applicable state and local law or standard is more stringent, the Contracting Officer (CO) will make a determination.

### 1.7 TERMS

ACA Standards - The American Correctional Association Standards (ACA) for Adult Local Detention Facilities, latest edition. (See 1.5 RULES AND REGULATIONS)

Contracts specialist (ACO) - DHS employee responsible for contract compliance, contract administration, cost control, property control, and reviewing COTR's assessment of Contractor's performance.

Adult detainee – Any detained immigrant eighteen (18) years of age or older or anyone adjudicated in a criminal court to constitute an adult.

Immigrant – Any person who is not a citizen or native of the United States of America. U.S. Immigration and Customs Enforcement (ICE) – A U.S. the Department of Homeland Security.

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

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

Contract Administrator – ICE employee responsible for contract compliance, contract administration, cost control, property control, and reviewing COTR's assessment of Contractor's Performance.

Contractor's Detention Site – A Contractor acquired accommodations used for housing detainee mothers with children and juveniles.

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

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

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

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

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

Department of Homeland Security (DHS) – A department of the United States Government, which includes the U.S. Immigration & Customs Enforcement (ICE).

Detainee - Any person confined under the auspices and the authority of any federal agency, primarily the Department of Homeland Security (DHS). Many detainees have substantial and varied criminal histories.

Detainee Records – Information concerning the detainee's personal, criminal and medical history, behavior and activities while in custody, including but not limited to detainees personal property receipts, visitor list, photographs, fingerprints, disciplinary infractions and actions taken, grievance reports, miscellaneous correspondence, and forms prescribed as necessary by the DHS and other Federal agencies.

Detention Officer (DO) - Contractor uniformed employees responsible for the security, care, and supervision of detainees being detained or under DHS proceedings.

Detention & Removal Officer (DRO or D&R) – Program within ICE primarily responsible for the detention and removal of those immigrants in the county illegally. DRO is the program directly involved in the oversight of private detention facilities whose primary mission is to detain and house illegal immigrants.

DHS – Department of Homeland Security

DHS Officer - An employee of DHS/ICE working within the Detention & Removal Office (DRO) designated, as required, by the DRO Officer In Charge (OIC) to represent the DRO on matters pertaining to the operation of the facility. This designation augments the COTR on a limited basis regarding specific requirements but does not have the contractual authority of the COTR.

DHS Standards - See 15 RULES AND REGULATIONS

Direct Supervision – A method of detainee management that ensures continuing contact between inmates and staff by posting an officer(s) inside each housing unit. Officers in general housing units are not separated from the detainees by a physical barrier. Officers provide frequent, non-scheduled observation of and personal interaction with detainees.

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

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

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

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

Government - The United States Government.



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

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

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

Health Care Personnel – Duly licensed individuals whose primary duties are to provide health services to detainees in keeping with their respective levels of healthcare training or experience

Juvenile Detainee – Any detained immigrant under the age of eighteen (18) years unless the juvenile has been determined to be emancipated in an appropriate state judicial proceedings, or is an individual who has been incarcerated due to a conviction for a criminal offense as an adult.

Key Measurement Indicators (KMI) – Measurable analytical values, identified as indicative of contract performance to customer goals. Inherent to the Quality Assurance Plan (QAP) and continuous performance improvement efforts.

Log Book - The official record of post operations and inspections.

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

Medical records – Separate records of all detainee medical examinations, diagnoses, and treatments maintained by the US Public Health Service

On-call Posts – Posts called as necessary by the COTR. Not permanent Posts.

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

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

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

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

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

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

Property – Refers to personal property belonging to a detainee.

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

Quality Assurance – The actions taken by the Government to assure requirements of the Performance Work Statement (PWS) are met.

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

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

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

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

Security Risk – High, Medium, Low

- High Risk Level - Detainees exhibit behavioral problems, or manifest a pattern of such behavior, or have a history of violent and/or criminal activity.
- Medium Risk Level - Detainees exhibit minor behavioral problems or have a history of nonviolent criminal behavior.
- Low Risk Level - Detainees exhibit no behavioral problems and have no history of violent criminal behavior.

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

Service Processing Center (SPC) – Refers to DHS/ICE owned and operated facilities for housing detainees.

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

Tour of Duty – no more than 12 hours in any 24-hour period with a minimum of eight (8) hours off between shifts.

Training - An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, in an academy or training center, at an institution of higher learning, through contract services, at professional meetings or through closely supervised on the job training. Meetings of professional associations are considered training when there is clear evidence of the above elements.

Transportation Costs –All materials, equipment and labor necessary to respond to requests by designated officials for movement of detainees from place to place necessary for processing, hearing, interviews, or other situations as determined by the COTR or designated official.

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

**SUBSECTION 2  
GENERAL ADMINISTRATION, ORGANIZATION AND MANAGEMENT**

The Contractor shall provide a safe and secure environment for staff and detainees through effective and continuously program management.

**2.0 Quality Control Plan**

2.0.1 The Contractor shall provide an overall Quality Assurance Plan (QAP) that addresses operational performance standards for services required under this contract.

**2.0.2 Metrics.**

2.0.2.1 Utilizing performance based contracting, the Contractor will include as part of the QCP a section addressing key management indicators (KMI), a description of KMI value, measurement of those KMIs, evaluation of KMIs and connectivity of KMIs to Contractor performance accountability overall. KMIs derive from customer expectations.

2.0.2.2 The Contractor will include plans and procedures for integration of KMIs into an ongoing and continuous improvement plan which addresses management, program goals, cost and other key areas.

**2.1 Quality Assurance Plan**

**2.1.1 Quality Assurance Plan (QAP)**

2.1.2 DHS will develop the Quality Assurance Plan (QAP) to evaluate the goal accomplishment achieved through the management, operational activities and technical performance of the Contractor.

**2.1.2.1 The QAP will:**

- a. Define the roles and responsibilities of participating Government officials.
- b. Describe the evaluation methods employed by the Government in accessing the Contractor's performance to achieve success overall.
- c. Describe support documentation.

**2.1.2.2 COTR(s) assessing the Contractor's performance.**

2.1.2.2.1 The COTR(s) will monitor, assess, record and report the technical performance of the Contractor on a day-to-day basis. The COTR(s) will have primary responsibility for documenting the Contractor's work performance.

2.1.2.2.2 The Contracting Officer (CO) has overall responsibility for evaluating Contractor performance. The CO will review the COTR's evaluation of the Contractor's performance.

2.1.2.2.3 The Performance Requirements Summary presents the financial values and mechanisms for applying adjustments to the Contractor's invoices as dictated by work performance measured to the desired level of accomplishment.

**2.2 The Contractor's Policies and Procedures Manual**

2.2.1 The Contractor shall provide a Policies and Procedures Manual addressing:

**2.2.1.1 Organization**

**2.2.1.2 Recruiting procedures**

**2.2.1.3 Opportunities for Equal Employment**

**2.2.1.4 Qualifying for jobs, job descriptions, responsibilities, salaries and fringe benefits**

**2.2.1.5 Screening employees for illegal drug use**

**2.2.1.6 Holidays, leave, and work hours**

**2.2.1.7 Personnel records, employee evaluations, promotion, retirement**

**2.2.1.8 Training**

**2.2.1.9 Standards of conduct, disciplinary procedures, and grievance procedures**

**2.2.1.10 Resignation and termination**

**2.2.1.11 Employee-management relations**

2.2.2 The Contractor shall provide a copy of the Policy and Procedures Manual to Contractor employees.

2.3 DHS Operations Manual

2.3.1 The Contractor shall maintain the site specific DHS Operations Manual that contains DHS written policy, plans, and procedures.

2.4 Facility Staffing Plan and Key Personnel. The Contractor shall staff positions to support the Quality/Operations Plan

2.4.1 Minimum Staffing Requirements. The Contractor shall fully staff the facility to secure, control, and supervise detainees in custody regardless of the detainee population

2.5 Supervisory Staffing

2.5.1 The Contractor is responsible to the satisfactory supervision of its employees at all times. The Contractor shall provide the COTR with the names of Supervisory Custody Officers designated by the Contractor before commencement of services.

2.6 Key Personnel

2.6.1 The Contractor shall provide resumes for key personnel to the COTR. The COTR shall provide written approval before any employee is assigned to perform duties under this contract. The Contractor shall have key personnel employed and on site before the Contractor can begin contract performance. The following are considered key personnel:

2.6.1.1.1 Project Manager. The Project Manager shall hold an accredited bachelor's degree in an appropriate discipline, have at least five years of related administrative experience, and demonstrate administrative ability and leadership. The degree requirement may be satisfied by completion of a career development program.

2.6.1.1.2 Supervisory DOs. Supervisors shall have a minimum of two years of successful experience in field supervision (civilian community law enforcement, commercial or industrial guard service or security service supervisory positions).

2.6.1.1.3 Training Officer. The Training Officer shall have a minimum of two years of successful experience (civilian community law enforcement, commercial or industrial security or military experience).

2.7 Organizational Chart

2.7.1 The Contractor shall provide an organizational chart that describes the structure of authority, responsibility, and accountability within the facilities.

2.8 Employee Standards

2.8.1 All employees shall meet the highest standards of professionalism and personal integrity. Standards of professionalism include competency, training, appearance, and behavior.

2.8.2 The Contractor shall perform pre-employment suitability checks for all employees and prospective employees as required in Subsection 4 of this Section.

2.9 Training Program

2.9.1 The Contractor shall establish a training program under Section 5 of this PWS.

2.9.2 The training plan shall include proficiency testing, instructors and instructor qualifications, course descriptions, and detailed lesson plans that include subject matter and methods of presentation, course objectives, student evaluation procedures, and the location and duration of training.

2.9.3 No less than 30 days after contract award and before contract performance begins; the Contractor shall submit the training plan to the COTR for review.

2.9.4 The Contractor is not to begin training until the COTR has approved the training plan.

2.10 Meetings

2.10.1 The Project Manager shall participate in DHS management meetings as required by the COTR.

2.11 Housing, Immigrant Subsistence, Health and Medical Care and Transportation

2.11.1 The Contractor shall provide DO services, including detainee welfare, housing, transportation, subsistence and record keeping services for DHS.

2.11.2 Short Period Detainee Sites

2.11.2.1 Detainees held for short periods shall be kept in appropriate sites, such as contractor offices or airline lounges. Public contact shall be kept to a minimum.

2.11.3 Detention Site Standards

2.11.3.1 The Contractor shall insure that detention sites conform to ACA and DHS Standards including.

2.11.3.2 Utilize a professional vermin/pest management protocol.

2.11.3.3 Provide appropriate linens (sheets, pillow cases, towels, etc.) and blankets. Launder and change linens daily and after detainee is removed.

2.11.3.4 A fire and emergency plan exists and is aggressively managed.

2.11.3.5 Articles of personal hygiene (e.g., soap, toothbrush, toothpaste, comb, toilet paper, shaving equipment and women sanitary items) are provided if not already possessed by detainees.

2.11.4 Health and Medical Care

2.11.4.1 The Contractor shall develop written policies and procedures for appropriately addressing the health needs of detainees in their custody.

2.11.4.1.1 Training for DOs to ensure that medical emergencies are recognized and promptly attended to

2.11.4.1.2 Summoning of emergency medical personnel

2.11.4.1.3 Medical evacuation of detainees

2.11.4.1.4 Creating appropriate Post Orders

2.11.4.1.5 Notifying the COTR or DHS Officer of all immigrant requests or obvious need for medical treatment.

2.11.5 Transportation

2.11.5.1 Transportation Services

2.11.5.1.1 The Contractor shall provide services to securely transport immigrant detainees.

2.11.5.1.2 The Contractor shall furnish sufficient vehicles (a minimum of two vehicles at all times) to safely provide required transportation. The Contractor shall not allow employees to use their privately owned vehicles to transport detainees. All vehicles used for transport of detainees shall meet all State and local inspection standards. The vehicles shall be kept clean, free of trash and odor. A maintenance log and a trip log shall be created and maintained for each vehicle.

2.11.5.1.3 Vehicles used for transport by the Contractor shall all be equipped with interior security features such as: (but not limited to) door lock controls, window locks, a wire cage with acrylic panel between the driver and the passenger seats and provide physical separation of detainees from DOs.

2.11.5.1.4 Lodging and hospital security posts shall be located in areas that provide constant visual and auditory surveillance of detainees and provide DOs with the capability to respond promptly to emergency situations.

2.11.5.1.5 During all lodging and transport activities, the DO shall be the same sex as the detainee

2.11.5.2 Detainee Transportation – Hearings

2.11.5.2.1 The Contractor shall, upon order of the COTR or DHS Officer, transport detainee(s) to locations specified for hearings.

2.11.5.2.1.1 The Contractor's DOs shall:

2.11.5.2.1.2 Maintain custody of the detainee while at the hearing;

2.11.5.2.1.3 Limit the detainees contact with the public, but not to his or her attorney;

2.11.5.2.1.4 Upon completion of hearings, transport the detainees to the detention site, or DHS Officer for processing.

2.11.5.2.1.5 The COTR or DHS Officer may provide the Contractor with documentation concerning the detainee(s) being transported to and from the hearing site. This material shall be kept confidential and shall not be viewed by any person other than a DHS or court official

2.11.5.3 Detainee Transportation -- Hospital

2.11.5.3.1 The Contractor shall, upon order of the COTR or DHS Officer, or in an urgent medical situation, at the Contractor's own decision, transport a detainee to a hospital.

2.11.5.3.2 A DO shall keep the detainee under constant (24 hours per day) supervision until the detainee

is ordered to be released from the hospital, or by order of the COTR. The Contractor will then transport the detainee to the detention site.

**SUBSECTION 3  
PERSONNEL**

3.0 The Contractor shall employ personnel whose qualifications are commensurate with job responsibilities and authority levels. The Contractor shall assure that employees meet the standards of competency, training, appearance, behavior and integrity.

3.1 Employee Conduct

3.1.1 The Contractor shall develop standards of employee conduct and corresponding disciplinary actions.

3.1.2 All employees shall certify in writing that they have read and understand the Contractor standards. The Contractor shall maintain a record of this certificate.

3.1.3 The Contractor shall hold employees accountable for their conduct based on these standards, which are not restricted to, but shall include:

3.1.3.1 Employees shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another

3.1.3.2 Employees shall not discuss or disclose information from detainee files or immigration cases, except when necessary in the performance of duties under this contract

3.1.3.3 The employee may not interact with any detainee except in a relationship that supports the approved goals of the facility. Specifically, employees shall not receive nor accept any personal (tangible or intangible) gift, favor or service, from any detainee, any detainee's family, or associate no matter how trivial the gift, favor, or service may seem, for themselves or any members of their family. In addition, the employee shall not give any gift, favor, or service to detainees, detainee's family, or associates.

3.1.3.4 The employee shall not enter into any business relationship with detainees or their families (e.g. - selling, buying or trading personal property).

3.1.3.5 The employee shall not have any outside or social contact with any detainee, his or her family, or associates, except for those activities, which are part of the facility program and a part of the employee's job description.

3.1.3.6 All employees are required to immediately report to the Project Manager or DHS Supervisor any violation or attempted violation of these standards.

3.1.3.7 The Contractor shall report all violations or attempted violations of the standards of conduct or any criminal activity immediately to the COTR. Violations may result in employee removal from the contract. Failure on the part of the Contractor either to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Contractor to appropriate action including possible termination of the contract for default.

3.1.3.8 The Contractor shall not employ any person who is currently an employee of any federal agency, or whose employment would present an actual or apparent conflict of interest.

3.2 Personnel Qualification Standards

3.2.1 The Contractor shall ensure each person, employed by his firm, has a valid Social Security Card issued by the Social Security Administration.

3.2.2 The Contractor shall ensure each person is a United States Citizen or a lawful permanent resident, and possess a high school diploma, or equivalent (GED).

3.2.3 The Contractor shall not seek to utilize anyone on this contract that he knows has a criminal record.

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

3.2.4.1 All employees shall be a minimum of 21 years of age.

3.2.4.1.1 All Contractor employees shall have as a minimum one year of experience as a law enforcement officer or military policeman or six months experience as a security officer engaged in functions related to detaining civil or administrative detainees.

3.2.4.2 Employees shall have at least one year of general experience that demonstrates the following:

3.2.4.2.1.1 The ability to greet and deal tactfully with the general public;

3.2.4.2.1.2 Capability of understanding and applying written and verbal orders, rules, and regulations.

3.2.4.2.1.3 Literate and interpret printed rules and regulations, detailed written orders, training instructions and materials

3.2.4.2.1.4 Be able to compose reports

3.2.4.2.1.5 Exercise good judgment, courage, alertness, an even temperament, and render satisfactory



performance through knowledge of his/her position responsibilities;

- 3.2.4.2.1.1.6 Ability to maintain poise and self-control during situations that involve mental stress; such as fires, explosions, civil disturbances, and building evacuations.

### 3.3 Health Requirements

- 3.3.1 The Contractor shall assign only employees who are in good health to work under this contract. Employees shall be without physical defects or abnormalities that would interfere with performing duties.
- 3.3.2 All DOs who work under this contract shall pass a medical examination conducted by a licensed physician within 30 days prior to initial assignment.
- 3.3.3 If requested by the COTR, the Contractor shall make medical records of contract employees available for review.
- 3.3.4 The Contractor shall have utilize a fully licensed certified independent clinic and laboratory for the purpose of accomplishing the physical.
- 3.3.4.1 Prior to the officer's initial assignment or reassignment to the contract the Contractor shall certify in writing to the COTR that each DO is in full compliance with the following:
- 3.3.4.1.1 DOs shall be free from serious physical illnesses, ailments, or maladies, including epilepsy. This also includes other diseases that may be transmitted to and result in the disablement of other persons.
- 3.3.5 DOs are required to have the following: (a) uncorrected distant vision shall be equal to or better than 20/200 in each eye; (b) binocular distant vision shall be correctable to 20/20; (c) monocular vision is generally disqualifying; depth perception shall be equal to or better than 70 seconds of arc; (d) peripheral vision shall be normal; (e) color vision shall be normal.
- 3.3.5.1.1.1 Acceptable measure of color discrimination is the Ishihara color (14 plates). X-chrome lenses are not acceptable to the DHS as a means of correcting color deficiencies.
- 3.3.5.1.1.2 Any disease or condition, which interferes with a person's vision, may be considered disqualifying. Exceptions will be reviewed on a case-by-case basis by COTR.
- 3.3.6 DOs are required to be able to hear in the frequency range from 500-2000 hertz (Hz), the deficit should not exceed 30 decibels in either ear. At 3000 Hz, the deficit should not exceed 40 decibels in either ear.
- 3.3.6.1 The use of any hearing aid to comply with the medical standards is unacceptable. Any disease or condition, which interferes with the ability to hear, may be considered disqualifying.
- 3.3.6.2 Exceptions will be reviewed on a case-by-case basis by the COTR
- 3.3.7 DOs shall not have heart, lung, skeletal, or other physical defects that would impair his/her ability to perform effectively in either normal or emergency situations.
- 3.3.8 DOs shall possess unimpaired use of hands, arms, legs, and feet. DOs shall be able to run when necessary, be capable of handling portable fire extinguishers, building fire hoses, and related equipment
- 3.3.8.1 DOs shall be able to wear all necessary equipment, or other protective items.
- 3.3.9 DOs shall be mentally alert and emotionally stable with an absence of detectable neurotic or psychoneurotic conditions that would affect their ability to act during situations involving mental stress.
- 3.3.10 As required by the Occupational Safety and Health Administration; 29 CFR, Part 1910.1035 (Occupational Exposure to Tuberculosis), all employees in occupations with high-risk exposure are required to have a TB Skin Test completed annually.
- 3.3.10.1 The Contractor shall accomplish a baseline test on all newly hired employees.
- 3.3.10.2 Each employee shall have a TB Skin Test Certificate prior to entering on his/her first day of duty.
- 3.3.10.3 The Contractor shall be responsible for re-testing of employees annually.
- 3.3.11 The Contractor shall report immediately any changes to 3.3.5 through 3.3.10, in a DO's health status to the COTR.
- 3.3.11.1 If the COTR determines that Contractor employees do not meet minimum health standards, the Contractor's employee shall undergo a "Fitness for Duty" examination at no cost to the Government.
- ### 3.4 Removal from Duty
- 3.4.1 If the COTR or the 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. The Contractor shall revoke the employee's identification credentials and complete any required dispositions. The Contractor shall immediately notify the COTR when the employee is removed from duty. Disqualifying information includes but is not limited to the following:
- 3.4.1.1 Conviction of a felony, a crime of violence, or a misdemeanor
- 3.4.1.2 Possessing a record of arrests for continuing offenses.

- 3.4.1.3 Falsification of information entered on suitability forms.
- 3.4.1.4 Non-payment of court ordered payments (child support, liens, etc.) or excessive delinquent debt as determined by credit check.
- 3.4.1.5 Misconduct or negligence in prior employment, which would, have a bearing on efficient service in the position in question, or would interfere with or prevent effective accomplishment by the employing agency of its duties and responsibilities.
- 3.4.1.6 Alcohol abuse of a nature and duration, which suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of others.
- 3.4.1.7 Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.
  
- 3.4.2 The DHS may direct the Contractor to remove any employee who has been disqualified either for security reasons or for being unfit to perform their duties as determined by the COTR or the Contracting Officer.
- 3.4.2.1 The Contractor shall take action immediately and notify the COTR when the employee is removed from duty.
  - 3.4.2.1.1.1 A determination of being unfit for duty may be made from, but is not limited to, incidents of delinquency set forth below:
  - 3.4.2.1.1.2 Violation of the Rules and Regulations Governing Detention facilities set forth in DHS Publications entitled "DO Handbook";
  - 3.4.2.1.1.3 Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3;
  - 3.4.2.1.1.4 Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance.
  - 3.4.2.1.1.5 Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
  - 3.4.2.1.1.6 Theft, vandalism, immoral conduct, or any other criminal actions;
  - 3.4.2.1.1.7 Possessing, selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects;
  - 3.4.2.1.1.8 Unethical or improper use of official authority or credentials;
  - 3.4.2.1.1.9 Unauthorized use of communication equipment or government property;
  - 3.4.2.1.1.10 Misuse of equipment;
  - 3.4.2.1.1.11 Violations of security procedures or regulations;
  - 3.4.2.1.1.12 Recurring tardiness;
  - 3.4.2.1.1.13 Possession of alcohol or illegal substances while on duty;
  - 3.4.2.1.1.14 Undue fraternization with detainees as determined by the COTR;
  - 3.4.2.1.1.15 Repeated failure to comply with visitor procedures as determined by the COTR;
  - 3.4.2.1.1.16 Performance, as determined by investigation by the Contracting Officer involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, a detainee escape;
    - 3.4.2.1.1.16.1 Failure to maintain acceptable levels of proficiency or to fulfill training requirements;
    - 3.4.2.1.1.16.2 Changes in an employee's ability to meet the physical and/or mental health requirements of this contract.
- 3.4.2.1.16 Contractor employee who is under investigation by any law enforcement agency will be removed from duties pending outcome of the disposition.
  
- 3.5 Tour of Duty Restrictions. The Contractor shall not utilize any uniformed contract employee to perform duties under this contract for more than 12 hours in any 24-hour period, and shall ensure that such employees have a minimum of eight (8) hours off between shifts. Authorization is required from the COTR prior to an employee performing services that exceed 12 hours. If an employee is performing other duties for either the Contractor or another employer, those hours shall count against the 12-hour limitation.

- 3.6 Dual Positions. The contract allows for an individual to serve as both, a contract Detention Officer and Supervisor/Lead Detention Officer, simultaneously. The supervisory position responsibilities will be executed in a manner that does not interfere with the daily requirements of the specific detention officer post.
- 3.7 Personnel Records
- 3.7.1 The Contractor shall maintain a system of personnel files, and make all personnel files available to the CO and the COTR upon request. These files shall be maintained and current for the duration of the employee's tenure under the contract. The files shall contain verification of training and experience and credentials for all the staff.
- 3.8 Uniforms. These requirements apply to Supervisory DOs and DOs who perform work under the contract.
- 3.8.1 Uniforms:
- 3.8.1.1 The design and color of the Contractor's uniforms shall not be similar to those worn by DHS officers.
- 3.8.1.2 All officers performing under this contract shall wear uniforms of the same style and color while on duty. Lettered breast badges and cap insignia (if cap is part of uniform) shall indicate the rank of authority and be prominently displayed as part of each uniform.
- 3.8.1.3 A shoulder patch on the left shoulder should identify the Contractor. The officer shall not wear any other identification of the Contractor on the uniform. Each officer shall wear an identification nametag over the right breast shirt pocket.
- 3.8.1.4 Uniforms and equipment do not have to be new, but shall be in good condition and meet the standards at start of duty. Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall be clean, neat and in good order
- 3.8.2 The complete uniform consists of seasonal attire that includes appropriate shirt, pants, belt (mandatory), cap (mandatory), jacket, shoes or boots (mandatory), duty belt, mini-mag flashlight and holder, handheld radio handcuff holder and sun block.
- 3.8.3 The Contractor shall ensure that each officer has a complete uniform while performing assignments under this contract.
- 3.8.4 Prior to the contract performance date, the Contractor shall document to the COTR the uniform and equipment items that have been issued to each employee. The COTR shall have the right to approve or disapprove any uniform apparel.
- 3.9 Identification Credentials
- 3.9.1 The Contractor shall ensure that all employees have required identification credentials in their possession.
- 3.9.2 The Contractor is responsible for meeting all U.S. Customs identification credential information at airport locations. The Contractor identification credential document shall contain the following:
- 3.9.2.1 A photograph that is at least one inch square that shows the full face and shoulders of the employee and is no more than 30 days old when the Contractor issues the credential.
- 3.9.2.2 A printed document that contains personal data and description consisting of the employee's name, sex, birth date, height, weight, hair color and eye color, as well as the date of issuance, the signature of the employee, and the signature of project manager or contractor personnel.
- 3.10 Permits and Licenses
- 3.10.1 Business Permits and Licenses
- 3.10.1.1 The Contractor shall obtain all required permits and licenses before performing under the contract.
- 3.10.1.2 The Contractor shall (depending on the state's requirements) be licensed as a qualified security service company in accordance with the requirements of the District, Municipality, County, and State in which the DHS work site(s) is/are located.
- 3.10.1.2.1 Throughout the term of this contract, the Contractor shall maintain current permits/business licenses and make copies available for Government Inspection. The Contractor shall comply with all applicable Federal, State, and Local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.
- 3.10.2 Licensing of Employees
- 3.10.2.1 Before reporting to duty on this contract, the Contractor shall ensure each employee has registration, commissions, permits and licenses as required by the District, Municipality, County, and State in which the DHS work site is located.
- 3.10.2.2 The contractor shall verify all licenses and certifications. If applicable, Contractor staff shall possess a

current license/registration, in the state in which they are practicing.

- 3.11 Jurisdiction. The Contractor's authority under this contract is limited to space or posts that are under the change and control of DHS. The Contractor will not extend his services into any other areas.
- 3.12 Encroachment.
- 3.12.1 Contract employees shall not have access to Government equipment, documents, materials and telephones for any purpose other than as authorized by ICE.
- 3.12.2 Contract employees shall not enter any restricted areas of the facility unless necessary for the performance of their duties.
- 3.13 Work Requirements. The Contractor shall follow the criteria described below when establishing work schedules, contact relief, rest periods, and starting and stopping work.
- 3.13 Post Work Schedules.
- 3.13.1 One week in advance, the Contractor shall prepare supervisory and DO work schedules, for a two-week period, and shall post them in work areas or locker rooms
- 3.13.2 A manpower report shall be submitted to the COTR on a monthly basis.
- 3.14 Starting and Stopping Work
- 3.14.1 The Contractor is responsible for all employees to be dressed in full uniform and ready to begin work promptly at the beginning of each shift. Each employee shall remain at the duty locations until the shift is completed.
- 3.14.2 The Contractor shall provide, to DHS COTR, documentation certifying that each contract employee has been issued approved uniforms and equipment.
- 3.15 Recording Presence
- 3.15.1 The Contractor shall direct his/her employees to sign in when reporting for work, and to sign out when leaving at the end of their period of duty.
- 3.15.2 The Contractor's personnel are required to register at the applicable work site(s). Officers, working as supervisors, shall make the designation "Supervisor" in the rank column on GSA Form 139, Record of Arrival and Departure from Buildings during Security hours, or other forms required by DHS; all others will enter "On Duty." The applicable post or position numbers may be entered in the "relief" column after mutual concurrence between DHS and the Contractor.
- 3.15.2.1 Each line on GSA Form 139, Record of Arrival and Departure from Buildings during Security hours, or other forms required by DHS shall be completed in chronological order, without exception. Lines may not be blank between signatures. If an entire line is used to enter a calendar date to separate individual workdays, a one-line limit for each date entered will be followed. Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and will not be processed for payment. If errors are made in signatures, times, post numbers or duty status on this form, the next line immediately following the line containing such errors, will be used to record all corrected information. A single line will be drawn through the entire line on which such mistakes appear. The Contractor shall attach a detailed memorandum explaining the reasons for the mistakes to each form containing erroneous entries. Payment of invoices will be made based on verification of hours listed on the accompanying GSA Form 139, Record of Arrival and Departure from Buildings during Security hours.
- 3.16 Rest Periods
- 3.16.1 When the Contractor, or a contract supervisor, authorizes rest and relief periods for the contract employees, a substitute officer shall be assigned to the Post.
- 3.17 Contact Relief When the work assignments require that the Contractor's employees do not leave the assigned duty locations until a substitute officer has provided relief, this condition shall be explicitly stated on GSA Form 2580, Guard Post Assignment Record, or other forms required by DHS COTR.

**SUBSECTION 4  
SECURITY REQUIREMENTS**

4.1 Background Investigations

4.1.1 The Contractor shall process all background investigations through the ICE Security Office via the COTR prior to contract start date. ICE shall have complete control over granting, denying, suspending, and terminating employment suitability checks for Contractor employees and prospective employees.

4.1.2 If the COTR receives a report indicating the unsuitability of any employee or prospective employees, the COTR shall inform the Contractor that the Government will not allow the individual on to perform under the contract

**4.2 Security Requirements. The following section is provided by DHS Security and inserted without modification, or editing. Alphanumeric paragraphing is suspended for the remainder of Section 4.**

**G. SECURITY REQUIREMENTS (NON-CLASSIFIED CONTRACT)**

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

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

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

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

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

- e. Name of employee doing the interview on behalf of the contractor.

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

3. Necessary forms shall be provided by the government upon completion of successful negotiation at the time of award of the contract. Only complete security packages shall be accepted by DHS contract security. Specific instructions on submission of packages shall be provided upon award of the contract.

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

5. Prior to the granting of a favorable EOD decision, the contractor shall submit the results of a drug screening on the applicant, to the COTR. Drug testing of an applicant will commence within five calendar days of receipt of an applicant's personnel suitability packet by the COTR. The results of an applicant's drug test shall be submitted to the COTR no later than 21 calendar days after receipt of an applicant's personnel suitability packet. Such tests shall be obtained from a National Institute of Drug Abuse (NIDA) approved laboratory and screened for the presence of the following drugs or drug classes: amphetamines, cocaine metabolites, opiates (morphine/codeine), phencyclidine (PCP) and marijuana metabolites. (The DHS reserves the right to expand the list above to include additional drug/drug classes). Contractor shall ensure that all federal, state, and local legal procedures are followed whether or not included in these procedures, with regard to the specimen, contractor shall ensure that the confirmations are correct and that an adequate chain of custody procedure exists and is followed.

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

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

For those employees cleared through this process while employed by one contractor, who is subsequently replaced by another contractor, the new contractor is not required to submit another set of these forms unless specifically requested to do so by the COTR. The contractor is required to submit the names and social security numbers of transferring employees to the DHS Office of Security to authorize transfer. Be advised updated checks will be required if there is a break in service of more than 30 days.

8. DHS reserves the right and prerogative to require the contractor to remove any contract employee from the DHS contract, terminate the services and restrict access to the facility of any contractor employees who may be an offender, or whose personal habits, criminal history or inclinations are in conflict with DOJ standards of conduct, 5 CFR 2635 and 5 CFR 3801, or who otherwise may be a security risk. The contractor shall notify the Contracting Officer of all employee resignations, terminations, or transfers within five days of occurrence.

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

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

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

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

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

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

12. The Contractor shall provide the COTR with a monthly employee listing of current employees working on the contract.

13. The Contractor shall conduct an initial and annual DMV screening of all employees involved in operation of vehicles under this contract, and provide certification to the COTR.

**SUBSECTION 5  
TRAINING**

5.0 Employees shall not perform duties under this contract until they have successfully completed all initial training and the COTR receives written certification from the Contractor.

**5.1 General Training Requirements**

- 5.1.1 All employees shall have the training described in ACA and DHS Standards, presented in Section 1.
- 5.1.2 Any remuneration (pay) due Contractor employees in accordance with Department of Labor regulations for any training time is the responsibility of the Contractor.
  - 5.1.2.1 The Contractor shall provide for the required refresher courses.
    - 5.1.2.1.1 Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty.
  - 5.1.2 All new DOs shall receive 54 hours of basic training and 40 hours of on the job training prior to entering on duty.
    - 5.1.2.1 The Contractor's Training Officer will be responsible for administering an on-the-job training program for new employees. A senior DO, at all times during this latter 40-hour period, shall accompany the DOs.
    - 5.1.2.2 The Contractor's Training Officer shall send a copy of the documentation to the COTR upon successful completion of the employee's on-the-job training.
- 5.1.3 In addition, after completion of the first 94 hours of training, the Contractor shall provide an additional 40 hours of training for DOs within 60 days after completion of first 94 hours of training. The Contractor shall provide the training format and subjects, for approval by the COTR and CO, prior to the commencement of training.
  - 5.1.3.1 During the remainder of the first year on duty, the officer will have an additional 40 hours of training for **a total of 174 hours within the first year of employment.**
  - 5.1.3.2 The training program shall directly relate to the employee's assigned position and afford application of necessary job skills.

**5.2 Basic Training Subjects**

5.2.1 Employees shall complete the following basic training subjects as a minimum. The course title is followed by the minimum hours of training for that subject.

5.2.1.1	In-service Orientation/Social Diversity	2 HR
5.2.1.2	Counseling Techniques/Suicide Prevention	2 HR
5.2.1.3	Conduct/Duties/Ethics	2 HR
5.2.1.4	Bomb Defense and Threats	1 HR
	Telephone Communications/Radio Procedures	1 HR
5.2.1.5	Fire and other Emergency Procedures	2 HR
5.2.1.6	Treatment of Immigrants	2 HR
5.2.1.7	Supervision of Detainees	2 HR
5.2.1.8	DHS Use of Force Policy	2 HR
5.2.1.9	Security Methods/Key Control/Count	1 HR
5.2.1.10	Procedures/Observational Techniques	4 HR
5.2.1.11	EEO/Sexual Harassment	2 HR
5.2.1.12	Detainee Escort Techniques	1 HR
5.2.1.13	DHS Paperwork/Report Writing	2 HR
5.2.1.14	Detainee Searches/Detainee Personal	2 HR
5.2.1.15	Property/Contraband	2 HR
5.2.1.16	Detainee Rules and Regulations	2 HR
5.2.1.17	Courtroom Demeanor	1 HR
5.2.1.18	First Aid**	4 HR
5.2.1.19	CPR**	4 HR
5.2.1.20	Blood-borne Pathogens**	2 HR
5.2.1.21	Self Defense	8 HR
5.2.1.22	Use of Restraints	6 HR



\*\* Critical Training Subjects

5.3 Refresher Training

- 5.3.1 Every year the Contractor shall conduct 40 hours of Refresher Training for all DOs and Supervisory DOs.
- 5.3.2 Refresher training shall consist of the critical subjects listed above and a review of basic training subjects and others as approved by ICE.
- 5.3.3 The Contractor shall coordinate recertification in CPR and First Aid with the DHS training staff. Annually, upon completion, the Contractor shall provide documentation of refresher training to the COTR.
- 5.3.4 In addition to the refresher training requirements for all DOs, supervisors shall receive refresher training relating to supervisory duties.

5.4 On the Job Training

- 5.4.1 After completion of the minimum of 54 hours basic training all DOs will receive an additional 40 hours of on the job training at specific post positions.
  - 5.4.1.1 This training includes:
    - 5.4.1.1.1 Authority of supervisors and organizational code of conduct.
    - 5.4.1.1.2 General information and special orders.
    - 5.4.1.1.3 Security systems operational procedures.
    - 5.4.1.1.4 Facility self-protection plan or emergency operational procedures.
    - 5.4.1.1.5 Training during initial 60 Day Period

5.5 Supervisory Training

- 5.5.1 All new Supervisory DOs assigned to perform work under this contract shall successfully complete a minimum of 40 hours of formal supervisory training provided by the Contractor prior to assuming duties.
  - 5.5.1.1 This training is in addition to mandatory training requirements for DOs.
    - 5.5.2 Supervisory training shall include the following management areas:
      - 5.5.2.1 Techniques for issuing written and verbal orders 2 HR
      - 5.5.2.2 Uniform clothing and grooming standards 1 HR
      - 5.5.2.3 Security Post Inspection procedures 2 HR
      - 5.5.2.4 Employee motivation 1 HR
      - 5.5.2.5 Scheduling and overtime controls 2 HR
      - 5.5.2.6 Managerial public relations 4 HR
      - 5.5.2.7 Supervision of detainees 4 HR
      - 5.5.2.8 Other company policies 4 HR
      - 5.5.2.9 Additional classes are at the discretion of the contractor with the approval of the COTR.
        - 5.5.2.9.1 The Contractor shall maintain documentation to confirm that each supervisor has received basic training as specified.

5.5.3 Proficiency Testing.

- 5.5.3.1 The Contractor shall give each DO a written examination when each classroom-training course is completed. The Contractor may give practical exercises when appropriate.
- 5.5.3.2 The Contractor shall certify to the COTR DO's eligibility before the DO may be assigned to duties under the contract.

5.5.4 Certified Instructors

- 5.5.4.1 State or nationally recognized certified instructors shall conduct all instruction and testing.
- 5.5.4.2 The COTR shall approve the instructor prior to the training course.

5.5.5 Training Documentation

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

5.6 Firearms

- 5.6.1 The Contractor shall provide newly purchased firearms and maintain sufficient licensed firearms and ammunition to equip each Detention Officer and supervisor with a licensed weapon while on duty.
- 5.6.2 Personal firearms shall not be used. A licensed gunsmith, in writing, shall certify all firearms safe and accurate.
  - 5.6.2.1 Firearms shall be 9mm, standard police service-type semi-automatic, capable of firing 147-grain hollow-point ammunition or hollow-point ammunition recommended by the manufacturer. Ammunition will be factory load only – no reloads. Ammunition will be replaced every year.
  - 5.6.2.2 The Contractor shall provide sufficient ammunition for each armed Detention Officer, including uniformed contract supervisor(s), to be issued three filled 10-round clips.
  - 5.6.2.3 The Contractor shall account for all firearms and ammunition daily.
    - 5.6.2.3.1 If any weapons or ammunition are missing from the inventory, the COTR shall be notified immediately
  - 5.6.2.4 All firearms shall be licensed by the State. The firearms shall be cleaned and oiled as appropriate to ensure optimum operating conditions.
  - 5.6.2.5 Firearms will be inspected and documented by the Program Manager.
  - 5.6.2.6 Loading, unloading, and cleaning of the firearms shall only take place in designated areas.
  - 5.6.2.7 Weapons shall be kept clean at all times.
  - 5.6.2.8 Firearms shall be carried with the safety on.
  - 5.6.2.9 The Contractor shall maintain appropriate and ample supplies of firearms' upkeep and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes, patches, and other normal maintenance tools) onsite.
  - 5.6.2.10 A The contractor shall provide a complete listing of licensed firearms by serial numbers and by each safe location to the COTR prior to beginning performance under this contract.
    - 5.6.2.10.1 These lists shall be kept current through the terms of the contract and posted within each firearms safe
  - 5.6.2.11 The Contractor shall obtain and maintain on file appropriate State and municipality permits and weapons permit for each officer.
    - 5.6.2.11.1 A copy of this permit shall be provided to the COTR at least 3 working days prior to the anticipated assignment date of any individual.
    - 5.6.2.11.2 The Contractor shall ensure that his/her employees have all permits/licenses in their possession at all times while on Government premises.
- 5.6.3 The Contractor shall provide safes/vaults for storage of firearms and ammunition, for each location where firearms are issued or exchanged, which meet agency requirements and are approved for the storage of firearms and ammunition.
  - 5.6.3.1 The COTR is responsible for approving the proposed safes/vaults prior to usage. Contract supervisors and guards shall make accurate receipt and return entries on a Firearms and Equipment Control Register.
    - 5.6.3.1.1 Except when issuing or returning ammunition or firearms, each safe/vault shall remain locked at all times.
    - 5.6.3.1.2 The contractor shall be responsible for having the combination of each safe/vault changed at least once every 6 months, or more often if circumstances warrant.
- 5.6.4 The Contractor certifies firearms training to the COTR.

**SUBSECTION 6  
FACILITY SECURITY AND CONTROL**

- 6.0 Security and Control – General. The Contractor shall maintain a copy of the DHS post orders within the areas of assignment, and shall initiate responses to any incidents as outlined in the post orders.
- 6.1 Log Books. The Contractor shall be responsible to complete and document in writing, for each shift, the following information in the logbooks:
- 6.1.1 Activities that have an impact on the detainee population (e.g. detainee counts, shakedowns, detainee movement in and out of the site, and escorts to and from court).
  - 6.1.2 Shift activities (e.g. security checks, meals, recreation, religious services, property lockers, medical visits).
  - 6.1.3 Entry and exit of persons other than detainees, DHS staff, or Contractor Staff (e.g. attorneys and other visitors).
  - 6.1.4 Fire drills
  - 6.1.5 Unusual occurrences.
- 6.2 Records and Reports
- 6.2.2 The Contractor shall prepare required orders, instructions; and reports of accidents, security violations, fires, and bomb threats. The reports shall be maintained, on file, concerning all activities in connection with duties and responsibilities for the services performed under this contract.
    - 6.2.2.1 All such records shall be kept using a system with a written policy, which allows the reports to be made available to the Government for inspection.
      - 6.2.2.2 The Contractor shall, at the request of DHS, prepare any special or other reports, or issue further orders and instruction as may be required in support of work within the scope of this contract.
        - 6.2.2.2.1 The distribution, format, and time elements for these reports shall be directed by Government request.
    - 6.2.3 All records and logs, required for operation and performance of work under this contract, shall be made available to DHS at contract completion.
    - 6.2.4 The Contractor shall provide a detailed and comprehensive inventory of records to be turned over to the Contracting Officer at contract completion or contract termination.
      - 6.2.4.1 The written inventory shall be recorded on Standard Form (SF) 135, Records Transmittal and Receipt, and shall be consistent with National Archives and Records Administration guidelines for inventoried records (see: <http://www.nara.gov/records/index.html> ).
        - 6.2.4.1.1 Inventory shall describe the contents of a particular box of records and shall include record type, date of records and shall be consistent with NARA inventory requirements.
        - 6.2.4.1.2 The SF- 135, Records Transmittal and Receipt shall be itemized in sufficient detail to provide program officials with the information required for researching or retrieving retired records.
        - 6.2.4.1.3 Instructions for the level of detail required can be found on the back of the SF- 135a, Records Transmittal and Receipt (continuation) and the Contractor shall inventory the records to that level of detail.
- 6.3 Detainee Counts. The Contractor shall monitor detainee movement and physically count detainees as directed in the DHS Operations Manual and post orders.
- 6.4 Control of Contraband. The Contractor shall conduct searches for contraband in conjunction with DHS personnel.
- 6.5 Post Orders
- 6.5.1 The DHS will provide post orders, policies and procedures and instructions necessary for proper performance at each duty location
    - 6.5.1.1 Each post will have a separate post order.
    - 6.5.1.2 The Contractor is responsible for compliance with all such orders, policies and procedures and instructions.

- 6.6 Use of Force Policy. The DHS restricts the use of physical force by DOs to instances of justifiable self-protection, protection of others, protection of property and prevention of escapes.
- 6.6.1 Physical force may only be used to the degree necessary to safeguard the well being of the detainee(s) and others in the immediate area. The following policies pertain to use of force:
- 6.6.1.1 The Contractor shall adhere to DHS Policy Statement on the use of non-deadly force.
- 6.6.1.1.1 The responsible DO(s) shall immediately report all instances of use of physical force to the COTR or DHS Supervisor on duty.
- 6.7 Use of Restraints Policy. The Contractor shall comply with DHS Standards governing the use of restraint equipment
- 6.8 Intelligence Information. The Contractor shall notify the COTR or the DHS Supervisor on duty immediately on issues, which could impact safety, security, and orderly operation.
- 6.8 Lost and Found. The Contractor shall turn over all lost and found articles to the COTR or DHS Supervisor.
- 6.9 Escapes
- 6.9.1 The Contractor shall create process and procedures to prevent escapes.
- 6.9.2 The Contractor shall notify the COTR or DHS Supervisor on duty immediately if an escape or an attempted escape has occurred.
- 6.9.3 The Contractor shall provide the COTR with a written report prior to the end of the shift.
- 6.9.4 The Contractor shall be held to the following standards concerning escapes:
- 6.9.4.1 The Contractor assumes absolute liability for the escape of any detainee in his/her control.
- 6.9.4.2 The Contractor shall provide written policies and procedures regarding the actions to be taken in the event of an escape.
- 6.9.4.2.1 This document shall include reporting requirements for all contract employees, escorts, supervisors and management personnel.
- 6.9.4.2.2 These procedures shall meet the approval of the COTR, be reviewed at least annually and updated as necessary.
- 6.9.4.3 Escapes shall be grounds for removing the responsible Contractor Employee (s) from duty if the Contractor Employee(s) is/are determined by the Contractor or the Contracting Officer to be at fault.
- 6.9.4.4 Corrective action to prevent future escapes or attempted escapes shall be taken immediately and verbally communicated to the COTR for approval.
- 6.9.4.4.1 A written report of the remedial action shall be due to the COTR within 24 hours of an escape or attempted escape.
- 6.9.4.5 DHS may make deductions due to nonperformance under the Performance Requirements Statement of the contract.

**SUBSECTION 7**  
**DETAINEE RIGHTS, RULES, DISCIPLINE AND PRIVILEGES**

- 7.0 The Contractor shall supervise, observe and protect detainees from personal abuse, discrimination, corporal punishment, personal injury, property damage, harassment or violation of detainee's civil rights.
- 7.1 Contract personnel shall adhere to DHS policies, procedures and detention standards.

**SUBSECTION 8**  
**HEALTH, SAFETY AND EMERGENCY STANDARDS**

- 8.0 Disturbances and Safety. The Contractor shall comply with DHS written plans, policies, and procedures that specify actions to be followed in emergencies. The Contractor shall ensure that DHS emergency plans and procedures are accessible at all posts.
- 8.1 The Contractor shall document disturbances and immediately report all serious incidents as well as provide a report to the COTR.
- 8.1.1 Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of a facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods); fence damage; power outages; bomb threats; high profile detainee cases admitted to a community hospital; significant environmental problems that impact the facility operations; transportation accidents (airlift, bus, etc.) resulting in injuries, death or property damage; and sexual assaults.
- 8.2 Pursuant to ICE instructions, the Contractor shall counteract civil disturbances, attempts to commit espionage or sabotage, and other acts that adversely affect the normal site conditions, the security and safety of personnel, property, detainees, and the general public.
- 8.3 Injury, Illness, and Reports
- 8.3.1 The Contractor shall submit a monthly injury report summary.
- 8.3.2 The Contractor shall immediately assist employees, detainees, or others on the premises in need of immediate help or who are injured or ill. If appropriate, Contractor employees shall provide first aid.
- 8.3.3 The Contractor shall immediately tell the COTR or DHS Supervisor on duty about all incidents that result in physical harm to or threaten the safety, health, or welfare of any person at the site including job-related injuries. If a detainee requires immediate medical attention, the DO shall notify the medical provider as well as the COTR or DHS Supervisor on duty.
- 8.3.4 The Contractor shall submit a follow-up written report to the COTR within 24 hours of the occurrence.
- 8.3.4.1 A serious incident means any incident resulting in injury to a detainee, Contractor staff, DHS staff, or property damage.
- 8.4 Protection of Employees. The Contractor shall comply with the DHS comprehensive plan and procedures to safeguard employees against exposure of blood borne pathogens. The DHS plan is based upon OSHA standards.
- 8.5 Emergency Medical Evacuation. The Contractor shall comply with DHS written policies and procedures for emergency medical evacuation of detainee(s) from within the facility.
- 8.6 Detainee Death or Injury. The Contractor shall comply with DHS Facility Operations Manual in the event of a detainee injury or death.

**SUBSECTION 9**  
**FACILITY, EQUIPMENT, AND SUPPLIES**

9.0 Property Accountability

- 9.1 The Contractor shall enact practices to safeguard and protect Government property against abuse, loss or any other such incidents. Government property shall be used only for official business.
- 9.1.1 All Government property furnished under this contract shall remain the property of the Government throughout the contract term.
- 9.1.2 The Contractor, upon expiration of services, shall immediately transfer to the COTR, any and all Government property in his possession or in the possession of any individuals or organizations under his control, except as otherwise provided for in this contract.
- 9.2 Contractor's Detention Site, Equipment, Materials and Supplies Furnished by the Contractor
- 9.2.1 In addition to other items listed in the PWS, the Contractor shall furnish, install, operate, and maintain in acceptable condition all equipment and supplies necessary for performance under this contract including, but not limited to, the following:
- 9.2.1.1 Office telephones and services, copying machines, fax machines, computer equipment, and typewriters that are necessary for performing the contract. The Contractor is responsible for installation of conduit and data lines, if necessary.
- 9.2.1.2 One mini-mag, or comparable size operational flashlight with batteries and one belt holder for each officer.
- 9.2.1.3 Inclement weather apparel appropriate to local conditions.
- 9.2.1.4 The Offeror shall create a Communications Plan to include but not be limited to: 1) Communication requirements 2) Identifying radio, cellular phone, or other equipment for communication between contractor detention officers and all other personnel (DHS personnel, other contractor detention officers, contractor supervisors) engaged with the detainee population addressed herein; 3) acquisition and maintenance of communication equipment; 4) employee training with equipment and communications protocols.
- 9.2.1.5 Fully operational personnel protection equipment that meets universal protection requirements shall include; but not limited to gloves, face masks, ear and eye protection.
- 9.2.1.6 Metal handcuffs, equal to or better than basic Smith & Wesson, and a handcuff carrying case, for each officer.

**PART I – SECTION D**  
**Packaging and Marking**



**PART I – SECTION E**  
**Inspection and Acceptance**

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

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

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

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

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

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

E.1 Inspection by the Government

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

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

E.2 Methodology to Be Used to Monitor the Contractor's Performance

100 Percent Inspection: This is the most appropriate method for tasks with stringent performance

requirements, e.g., where safety or health is a concern. With this method, performance is inspected and evaluated at each occurrence.

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

Planned Inspection: This method is appropriate to evaluate tasks at a set time.

Customer Complaint: This method is based on subjective opinions regarding performance standards and includes data elements necessary to begin an investigation. Any required service can have a valid Customer Complaint as an alternative method of surveillance.

### E.3 Customer Complaint

All Customer Complaints will be reviewed by the COTR. The COTR shall verify the performance and determine the validity of the complaint. The COTR will notify the Project Manager of the customer complaint, annotating the time of the notification on the Customer Complaint. The Project Manger will respond in writing to the COTR within three (3) working days of notification.

**PART I – SECTION F**  
**Deliveries or Performance**

**52.242-15 Stop-Work Order. (AUG 1989)**

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

F.1 Period of Performance

The Period of Performance for the Base Year shall commence upon the start date specified in the Notice to Proceed.

F.2 Post-award Conference

Prior to beginning performance, the Contractor shall attend a post-award conference with the Contracting Officer, the COTR and other appropriate representatives of DHS.

F.3 Notice to the Government of Delays

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

F.4 Deliverables of Written Documentation (See Attachment II)

F.5 Reporting Requirements

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).

F.6 Monetary Adjustments for Unsatisfactory and Non Performance of Required Standards

A. Performance Requirement Summary Column Heading Definitions:

1. Required Standards - the standards listed in the solicitation that shall be performed by the contractor.
2. Citation – the section and subsection within the solicitation where the standard is located.
3. Method of Surveillance - methodology to be used to monitor the contractor's performance as described in Section E., E-3.
4. Maximum Error Rate – the number of times the error will be excused before the first deduction will be taken. For example, 0/1 indicates zero occurrences will be tolerated before the first deduction shall be taken.
5. Maximum percentage - the monthly percentage value assigned to each standard. The total value of all standards equal 100 percent.
6. Sample Size – the number of times per month the standard may occur or is required to be performed.

B. Monetary Deduction Calculations

Each month, the Contractor's performance will be compared to contract standards and acceptable quality levels using the Performance Requirement Summary (PRS). If the performance of a required standard is unsatisfactory or not performed, and it is clearly the fault of the Contractor, an amount of money up to the maximum percentage stated in column six of the PRS shall be deducted from the total value of the monthly invoice.

In the example below, the performance of a required standard is unsatisfactory or not performed exceeds the maximum error rate of 0/1. The percentage value of the performance requirement standard is 4%. This percentage is multiplied by the total monthly contract value of \$250,000.00 to calculate the total monthly value of performance requirement standard. The result is divided by the sample size to calculate the maximum value of each error and then multiplied by the number errors that occurred in the given month to determine the total deduction value.

Example of unsatisfactory or non-performance deduction calculation:

1. Quality exceeds the maximum error rate is 0/1
2. Percentage value of the performance error rate 4%
3. Monthly contract value is \$250,000.00
4. Sample Size per month is 30
5. Number of unsatisfactory or non-performance errors per month is 10

$\$250,000.00 \times .04 = \$10,000$  (total value of the monthly requirement)

$\$10,000.00 / 30 = \$333.34$  (value of each error)

$\$333.34 \times 10 = \$3,333.40$  (value of 10 errors)

Deduction: \$3,333.40

Taking deductions shall not waive or limit any right of the Government under the Default and Termination Clauses, or the Inspection of Services Clause. The Government may issue a Cure Notice, a Show Cause letter or terminate the contract based on repeated instances of nonperformance or unsatisfactory performance.

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

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

Federal agencies are required to evaluate Contractor performance. The Government completes and forwards the Contractor performance evaluation to the Contractor for review within 30 calendar days after the end of the contract year. The Contractor has 30 days to make comments, rebut the statements, or add information that will be made part of the official record. Contractor performance evaluations shall be available to contracting personnel of other Federal agencies to make responsibility determinations on future contract actions.

**PART I – SECTION G**  
**Contract Administration Data**

**3052.242-72 Contracting officer's technical representative. (DEC 2003)**

G.1 Contract Administration Office

Department of Homeland Security  
Immigration & Customs Enforcement  
Office of Acquisition Management  
24000 Avila Road, Room 3104  
Laguna Niguel, CA 92677  
Telephone: (949) 360 (b)(2)Low

Written communications shall reference to the contract number and task order number and shall be mailed to the applicable address above

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

SEE ATTACHMENT I

G.3 Submission of Vouchers or Invoices for Payment

U.S. Immigration and Customs Enforcement will pay for satisfactory services rendered under this contract. When invoicing on a monthly basis, the Contractor will include the required information with the actual number of man-hours performed at the agreed to contract price. Since this is a requirements type contract, the task order number must be clearly marked on the invoice. The original invoice shall be sent to the Contracting Officer's Technical Representative (COTR) who will review and certify that the information stated on the invoice is accurate and forward the certified invoice via DHL to:

Immigration & Customs Enforcement  
Detention and Removal Operations  
ATTN: LINDA BURKE  
24000 Avila Road, Room 6120  
Laguna N 92677  
(949) 425 (b)(2)Low

In addition, the COTR shall fax, DHL, or email a copy of the certified invoice to:

Immigration & Customs Enforcement  
Office of Acquisition Management  
ATTN: Sheryl Wright  
24000 Avila Rd. Room 3104  
Laguna Niguel, CA 92677  
(949) 360 (b)(2)Low phone)  
(949) 360 (b)(2)Low fax)

If any performance deficiencies or errors require adjustment to the invoice, the COTR shall forward the invoice directly to the Contracting Officer for action first.

A duplicate original copy (clearly marked "Duplicate Original") shall be sent to the Contract Administration Office designated in Paragraph G.1.

G.4 Payment will be made by:

Dallas Finance Cent  
Telephone: 214-915 (b)(2)Low

G.5 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).

**PART I – SECTION H**  
**Special Contract Requirements**

H-1 Employment Of Unauthorized Aliens

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

H-2 Modification Authority

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

H-3 Incorporation Of Section K By Reference

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

H-4 Pricing Of Modifications

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

H-5 Ordering Activity

Supplies or services to be furnished under this contract shall be ordered by issuance of task orders issued by a Contracting Officer, Immigration & Customs Enforcement, Office of Acquisition Management.

H-6 Price Reduction

If at any time after the date of award, the contractor makes a general price reduction in the comparable price of any article or service covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purposes of this provision, a "General Price Reduction" shall mean any horizontal reduction in the price of an article or services offered (1) to the contractor's customers generally, or (2) in the Contractor's list price for that class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for submission of the offer resulting in the award of this contract. An occasional sale at the lower price, or sale of distressed merchandise at a lower price, would not be considered a "General Price Reduction" under this provision. The contractor shall invoice the ordering offices at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" clause of this contract. The contractor, in addition, shall, within ten (10) days of any general price

reduction, notify the Contracting officer of such reduction by letter. Failure to do so may result in termination of the contract, as provided in the "Default" clause in Section I. Upon receipt of any notice of a general price reduction, this contract will be modified accordingly.

H-7 Subcontracting Restriction

Except as specifically approved in writing, in advance by the Contracting Officer; the Contractor shall not subcontract any work procured hereunder. Requests for approval to subcontract shall be submitted, in writing, to the Contracting Officer at the address shown in G.1.

H-8 Organizational Conflicts Of Interest - General

A. The Contractor warrants that, to the best of his knowledge and belief, and except as otherwise set forth in this contract, he does not have any organizational conflict of interest as defined in paragraph B below.

B. The term "organizational conflict of interest" means a situation where a Contractor has interests, either due to its other activities or its relationships with other organizations, which place it in a position that may be unsatisfactory or unfavorable (i) from the Government's standpoint in being able to secure impartial, technically sound, objective assistance and advice from the Contractor, or in securing the advantages of adequate competition in its procurement; or (ii) from industry's standpoint in that unfair competitive advantages may accrue to the Contractor in question.

C. The Contractor agrees that, if after award he discovers an organizational conflict of interest with respect to this contract, he shall make an immediate and full disclosure in writing to the Contracting Officer that shall include a description of the action that the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interests of the Government.

D. In the event that the Contractor was aware of organizational conflict of interest prior to the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract at no cost to the Government.

H-9 Indemnification

A. Responsibility for Government Property

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

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

B. Hold Harmless and Indemnification Agreement

The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or



performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

C. Government's Right of Recovery

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

D. Government Liability

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

**PART II – SECTION I  
Contract Clauses**

**52.202-1 Definitions. (DEC 2001)**

**52.203-3 Gratuities. (APR 1984)**

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

**52.203-6 Restrictions on Subcontractor Sales to the Government. (JUL 1995)**

**52.203-7 Anti-Kickback Procedures. (JUL 1995)**

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

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

**52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (JUN 2003)**

**52.204-1 Approval of Contract. (DEC 1989)**

This contract is subject to the written approval of US Immigration and Customs Enforcement, Office of Procurement and shall not be binding until so approved.

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

**52.204-7 Central Contractor Registration. (OCT 2003)**

**52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUL 1995)**

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

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

**52.215-10 Price Reduction for Defective Cost or Pricing Data. (OCT 1997)**

**52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications. (OCT 1997)**

**52.215-12 Subcontractor Cost or Pricing Data. (OCT 1997)**

**52.215-13 Subcontractor Cost or Pricing Data - Modifications. (OCT 1997)**

**52.215-14 Integrity of Unit Prices. (OCT 1997)**

**52.215-15 Pension Adjustments and Asset Reversions. (JAN 2004)**

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

**52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (OCT 1997)**

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

(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).

**52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications. (OCT 1997)**

**52.216-18 Ordering. (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date established for the Base Year through all subsequent option periods, if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**52.216-19 Order Limitations. (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than five (5) Detention Officer-Permanent (Line Item 0001) or one (1) Detention Officer-Per-Call (Item 0002), 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 thirty (30) Detention Officer-Permanent (Line Item 0001) or ten (10) Detention Officer-Per Call (Line Item 0002);

(2) Any order for a combination of items in excess of forty (40) Detention Officers ; 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 7days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision 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 30 days.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days [*60 days unless a different number of days is inserted*] 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 60 months + 6 months under FAR 52.217-8.(months)(years).

**52.219-6 Notice of Total Small Business Set-Aside. (JUN 2003)**

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

**52.219-14 Limitations on Subcontracting. (DEC 1996)**

**52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)**

**52.222-3 Convict Labor. (JUN 2003)**

**52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation. (SEP 2000)**

**52.222-19 Child Labor - Cooperation with Authorities and Remedies. (JAN 2004)**

(a) *Applicability.* This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in -

- (1) Canada, and the anticipated value of the acquisition is \$25,000 or more;
- (2) Israel, and the anticipated value of the acquisition is \$50,000 or more;
- (3) Mexico, and the anticipated value of the acquisition is \$58,550 or more; or
- (4) Aruba, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Japan, Korea, Liechtenstein, Luxembourg, Netherlands, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, or the United Kingdom and the anticipated value of the acquisition is \$175,000 or more.

(b) *Cooperation with Authorities.* To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) *Violations.* The Government may impose remedies set forth in paragraph (d) for the following violations:

- (1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.
- (2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.
- (3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.
- (4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) *Remedies.* (1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

**52.222-21 Prohibition of Segregated Facilities. (FEB 1999)**

**52.222-26 Equal Opportunity. (APR 2002)**

**52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (DEC 2001)**

**52.222-36 Affirmative Action for Workers with Disabilities. (JUN 1998)**

**52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (DEC 2001)**

**52.222-41 Service Contract Act of 1965, as Amended. (MAY 1989)**

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

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

*This Statement is for Information Only: It is not a Wage Determination*

**Employee Class Monetary Wage - Fringe Benefits**

DETENTION OFFICER, GS-6/1, \$16.03 \$5.61

**52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts). (MAY 1989)**

**52.223-6 Drug-Free Workplace. (MAY 2001)**

**52.223-14 Toxic Chemical Release Reporting. (AUG 2003)**

**52.224-1 Privacy Act Notification. (APR 1984)**

**52.224-2 Privacy Act. (APR 1984)**

**52.225-1 Buy American Act - Supplies. (JUN 2003)**

**52.225-3 Buy American Act - Free Trade Agreements - Israeli Trade Act. (JAN 2004)**

**52.225-5 Trade Agreements. (JAN 2004)**

**52.225-13 Restrictions on Certain Foreign Purchases. (JAN 2004)**

**52.225-16 Sanctioned European Union Country Services. (FEB 2000)**

**52.227-1 Authorization and Consent. (JUL 1995)**

**52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (AUG 1996)**

**52.228-5 Insurance - Work on a Government Installation. (JAN 1997)**

**52.229-3 Federal, State, and Local Taxes. (APR 2003)**

**52.232-1 Payments. (APR 1984)**

**52.232-8 Discounts for Prompt Payment. (FEB 2002)**

**52.232-9 Limitation on Withholding of Payments. (APR 1984)**

**52.232-17 Interest. (JUN 1996)**

**52.232-18 Availability of Funds. (APR 1984)**

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

Funds are not presently available for performance under this contract beyond September 30, 2006. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2006, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**52.232-23 Assignment of Claims. (JAN 1986)**

**52.232-25 Prompt payment. (OCT 2003)**

**52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)**

**52.233-1 Disputes. (JUL 2002)**

**52.233-3 Protest after Award. (AUG 1996)**

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

**52.237-3 Continuity of Services. (JAN 1991)**

**52.242-13 Bankruptcy. (JUL 1995)**

**52.243-1 Changes - Fixed-Price. (AUG 1987)**

**52.244-6 Subcontracts for Commercial Items. (MAY 2004)**

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

Commercial item has the meaning contained in the clause at 52.202-1, Definitions.

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

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

(c)(1) The following clauses shall be flowed down to 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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)

(29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

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

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

**52.245-1 Property Records. (APR 1984)**

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

**52.248-1 Value Engineering. (FEB 2000)**

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

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

**52.249-14 Excusable Delays. (APR 1984)**

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

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

**52.253-1 Computer Generated Forms. (JAN 1991)**

**3052.209-70 Prohibition on contracts with corporate expatriates. (DEC 2003)**

**3052.209-72 Disclosure of conflicts of interest. (DEC 2003)**

**3052.215-70 Key personnel or facilities. (DEC 2003)**

**3052.219-70 Small Business subcontracting program reporting. (DEC 2003)**

**3052.222-70 Strikes or picketing affecting timely completion of the contract work. (DEC 2003)**

**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).

**3052.237-70 Qualifications of contractor employees. (DEC 2003)**

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

**PART III – SECTION J**  
**List of Documents, Exhibits and Other Attachments**

Attachment I	Detention and Removal Field Offices (1 page)
Attachment II	Deliverables (2 pages)
Attachment III	Performance Requirements Summary (PRS) (1 page)
Attachment IV	Department of Labor Wage Determinations a) Los Angeles County (9 pages) b) San Diego County (9 pages)

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SPECTRUM SECURITY SERVICES, INC

ATTACHMENT I – DETENTION AND REMOVAL FIELD OFFICES AND  
CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

**Field Office Director, Los Angeles**

300 North Los Angeles Street  
Los Angeles, CA 90012

**Area of Responsibility:** Metropolitan Los Angeles area, and Southern Nevada (Las Vegas area)

**Contracting Officer's Technical Representative**

(b)(6) Supervisor Immigration Enforcement Agent

(b)(2)Low

(b)(6)

**Field Office Director, San Diego**

880 Front Street, #2232  
San Diego, CA 92101

**Area of Responsibility:** Metropolitan San Diego area

**Contracting Officer's Technical Representatives**

(b)(6) Chief Immigration Enforcement Agent (CIEA) (619) 557-

(b)(2)Low

(b)(6)

**Field Office Director, El Centro**

1115 North Imperial Avenue  
El Centro, CA 92243

**Area of Responsibility:** El Centro

**Contracting Officer's Technical Representatives**

(b)(6) Supervisor Immigration Enforcement Agent

(b)(2)Low

(760) 482-

(b)(2)Low

(b)(6)

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ATTACHMENT II – 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”.

ITEM	DESCRIPTION	SECTION-C SUBSECTION	DELIVERY/DAYS AFTER AWARD	NO. OF COPIES
A001	Registrations, commissions, permits, or licenses for each uniformed employee	Subsection 3	Prior to Entry On Duty (EOD)	1
A002	Quality Control Plan	Subsection 2 Section 2.0	Submit Proposed Changes to the COTR for review	1
A003	Employee’s certifications that they have read and understand the standards of conduct	Subsection 2 Section 2.2	Prior to EOD	1
A004	Notification of change in employee’s health status	Subsection 3 Section 3.3	Immediately	1
A005	Detention Officer Assignment Roster	Subsection 3 Section 3.13	Posted 24 hours in advance	1
A006	Report of employees actually on duty with post assignments	Subsection 3 Section 3.13	Upon request by COTR	1
A007	Copy of Standards of conduct and corresponding disciplinary actions	Subsection 3	Prior to EOD	1
A008	Report of employee(s) in violation or attempt to violate standards of conduct	Subsection 3 Section 3.1	Immediately (immediate verbal report, with written follow-up)	1
A009	Copy of each employee’s certification of reading standards of conduct.	Subsection 3 Section 3.13	Prior to EOD	1
A010	Copy of the document stating that the employee has received and reviewed the Policy and Procedures Manual	Subsection 2 Section 2.2	Upon request by the COTR	
A011	Employee termination, transfer, suspension, personnel action relating to disqualifying information or incidents of delinquency	Subsection 2 Section 2.2	Immediately (immediate verbal report, with written follow-up)	1
A012	Written report for escapes	Subsection 6 Section 6.9	Prior to end of shift (verbal report immediately, with written report no later than shift end)	1

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A013	Written policy and procedures for reporting security, safety, health, welfare or injury incidents	Subsection 8 Section 8.3	Within 24 hours of occurrence	1
A014	Physical force incident Report	Subsection 6 Section 6.6	Verbal immediately and written prior to end of shift	1
A015	Report of any on contract employee misconduct	Subsection 3 Section 3.4	Immediately (immediate verbal report, with written follow-up)	1
A016	Certification that each contract employee has been issued approved uniforms and equipment	Subsection 3 Section 3.8	Prior to EOD	1
A017	Drug test results	Subsection 4	Submitted 21 calendar days after receipt of an applicant personnel suitability packet	1
A018	Physical harm or threat to safety, health or welfare	Subsection 8 Section 8.2	Immediately and follow-up within 24 hours of incident	1
A019	Organizational Chart	Subsection 2 Section 2.7	Available for review upon request	1
A020	Resumes of Key Personnel	Subsection 2 Section 2.4	COTR written approval before employee EOD	1
A021	Training Program	Subsection 2(2.9) & Subsection 5.	30 days after contract award and before contract performance begins	

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SPECTRUM SECURITY SERVICES, INC.

# PERFORMANCE REQUIREMENTS SUMMARY (PRS)

**DEPARTMENT OF HOMELAND SECURITY  
IMMIGRATION AND CUSTOMS ENFORCEMENT (DHS/ICE)  
DETENTION OFFICER SERVICES**

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SPECTRUM SECURITY SERVICES, INC.

PERFORMANCE REQUIRMENTS SUMMARY TABLE

(1) Performance Requirements	(2) Performance Measurement	(3) Standard - Performance Work Statement – PWS - (Sub) Sect	(4) Maximum Allowable Deviation	(5) Method of Inspection	(6) Calculation of Invoice Adjustment
1 - Program Management	1. Deliverables Provided 2. Quality Assurance Plan 3. Key Management Indicator (KMI) identification	Sect 1, Sect 2	0%	100% Percent Inspection	Number of deliverables late ÷ total number of deliverables late X Total Contract Value for the period
2 - Program Management - Staffing	1. Post Staffed	Sect 1, Sect 2.4, 2.5, 2.6	0%	Random Samplings	Total Contract Value for the period ÷ by total hours for the period (Productive and Supervisory) X number of hours of non-performance or observed violations
	2. Procedures followed	Sect 1, Sect 2.5, Sect 2 and Post Orders	10%		
	3. Conduct	Sect 1, Sect 2.8, Sect 3 and Post Orders	10%		
	4. Uniforms/ Equipment	Sect 3, 3.8, and Post Orders	10%		
3 - Program Management - Operations	1. Service Performed	Sect 1, Sect 2, Sect 6 and Sect 8	0%	Random Samplings and Customer Complaints	Total Contract Value for the period ÷ by total hours for the period (Productive and Supervisory) X number of hours of non-performance or observed violations
	2. Procedures followed	Sect 1, Sect 2, Sect 6 and Sect 8	10%		
	3. Conduct	Sect 1, Sect 2, Sect 6, Sect 8 and Post Orders	10%		
	4. Uniforms	Sect 2, Sect 6, Sect 8 and Post Orders	10%		
4 - Program Management - Transportation	1. Required vehicles on hand and in safe operating condition	Sect 1, Sect 2, 2.11	0% per day without prior approval from COTR	Random Samplings and Planned Inspections	Total Contract Value for the period ÷ by total hours for the period (Productive and Supervisory) X number of hours of non-performance or observed violations
	2. Properly identified and equipped	Sect 2, Sect 3, 3.3	0% per day without prior approval from COTR		
5 - Personnel -- Supervision	1. Supervisory and Detention Officer hours provided	Sect 1, Section 3	0%	Random Samplings and Customer Complaints	Total Contract Value for the period ÷ by total hours for the period (Productive and Supervisory) X number of hours of non-performance or observed violations
	2. Detention Officers Observed/ Evaluated		10% per month		
	3. Appropriate corrective actions taken		10% per day		
6 - Personnel - /Security	1. Required documentation submitted	Sect 4	5%	Planned Inspections and Random Samplings	Total Contract Value for the period ÷ by total hours for the period (Productive and Supervisory) X number of hours of non-performance or observed violations
	2. Required documentation maintained	Sect 1, Sect 3, Sect 4	5%		
7 - Training - Requirements Met	1. Initial training complete	174 hours/Sect 5	0%	Random Samplings	Total Contract Value for the period ÷ by total hours for the period
	2. Refresher Training	Sect 5	5%		

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	Complete 4. CPR Training Included 5. Training Records Maintained 5. Training Plan submitted	Sect 5.2 and 5.3  Sect 2.9, Sect 3.7  Sect 1, Sect 2	5%  0%		(Productive and Supervisory) X number of hours of non- performance or observed violations
8 - Records and Reports	Procedures followed	Sect 2, Sect 6.2	5%	Random Samplings, Planned Inspections and Customer Complaints	Number of deliverables late ÷ total number of deliverables late X Total Contract Value for the period



94-2057 CA, SAN DIEGO

WAGE DETERMINATION NO: 94-2057 REV (37) AREA: CA, SAN DIEGO

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2058

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

William W.Gross	Division of		Wage Determination No.: 1994-2057
Director	Wage Determinations		Revision No.: 37
			Date Of Revision: 05/23/2005

State: California

Area: California Counties of Imperial, San Diego

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.34
01012 - Accounting Clerk II	12.37
01013 - Accounting Clerk III	14.45
01014 - Accounting Clerk IV	17.29
01030 - Court Reporter	16.65
01050 - Dispatcher, Motor Vehicle	16.07
01060 - Document Preparation Clerk	13.13
01070 - Messenger (Courier)	10.86
01090 - Duplicating Machine Operator	13.13
01110 - Film/Tape Librarian	14.11
01115 - General Clerk I	9.35
01116 - General Clerk II	10.50
01117 - General Clerk III	12.74
01118 - General Clerk IV	13.83
01120 - Housing Referral Assistant	20.30
01131 - Key Entry Operator I	10.96
01132 - Key Entry Operator II	12.43
01191 - Order Clerk I	11.70
01192 - Order Clerk II	14.59
01261 - Personnel Assistant (Employment) I	13.39
01262 - Personnel Assistant (Employment) II	15.60
01263 - Personnel Assistant (Employment) III	18.79
01264 - Personnel Assistant (Employment) IV	21.98
01270 - Production Control Clerk	18.37
01290 - Rental Clerk	13.94
01300 - Scheduler, Maintenance	14.34
01311 - Secretary I	14.34
01312 - Secretary II	17.70
01313 - Secretary III	20.30
01314 - Secretary IV	24.51
01315 - Secretary V	27.77
01320 - Service Order Dispatcher	14.76

01341 - Stenographer I	12.43
01342 - Stenographer II	14.34
01400 - Supply Technician	24.51
01420 - Survey Worker (Interviewer)	16.07
01460 - Switchboard Operator-Receptionist	12.08
01510 - Test Examiner	16.65
01520 - Test Proctor	16.65
01531 - Travel Clerk I	11.49
01532 - Travel Clerk II	12.56
01533 - Travel Clerk III	13.79
01611 - Word Processor I	12.67
01612 - Word Processor II	15.57
01613 - Word Processor III	18.97
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	13.74
03041 - Computer Operator I	13.74
03042 - Computer Operator II	15.91
03043 - Computer Operator III	17.80
03044 - Computer Operator IV	20.90
03045 - Computer Operator V	23.14
03071 - Computer Programmer I (1)	21.65
03072 - Computer Programmer II (1)	26.83
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.78
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	20.38
05010 - Automotive Glass Installer	21.12
05040 - Automotive Worker	21.12
05070 - Electrician, Automotive	21.93
05100 - Mobile Equipment Servicer	19.44
05130 - Motor Equipment Metal Mechanic	22.70
05160 - Motor Equipment Metal Worker	21.12
05190 - Motor Vehicle Mechanic	22.30
05220 - Motor Vehicle Mechanic Helper	18.23
05250 - Motor Vehicle Upholstery Worker	20.34
05280 - Motor Vehicle Wrecker	21.12
05310 - Painter, Automotive	22.34
05340 - Radiator Repair Specialist	21.12
05370 - Tire Repairer	15.52
05400 - Transmission Repair Specialist	22.70
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.67
07010 - Baker	12.00
07041 - Cook I	11.04
07042 - Cook II	12.00
07070 - Dishwasher	8.30
07130 - Meat Cutter	15.10
07250 - Waiter/Waitress	8.96
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.13
09040 - Furniture Handler	13.02
09070 - Furniture Refinisher	18.13
09100 - Furniture Refinisher Helper	15.06
09110 - Furniture Repairer, Minor	16.81
09130 - Upholsterer	18.13
11030 - General Services and Support Occupations	

11030 - Cleaner, Vehicles	11.83
11060 - Elevator Operator	9.93
11090 - Gardener	14.69
11121 - House Keeping Aid I	8.99
11122 - House Keeping Aid II	9.93
11150 - Janitor	10.09
11210 - Laborer, Grounds Maintenance	11.94
11240 - Maid or Houseman	8.99
11270 - Pest Controller	13.15
11300 - Refuse Collector	12.67
11330 - Tractor Operator	12.54
11360 - Window Cleaner	11.70
12000 - Health Occupations	
12020 - Dental Assistant	16.07
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	16.34
12071 - Licensed Practical Nurse I	14.15
12072 - Licensed Practical Nurse II	15.87
12073 - Licensed Practical Nurse III	17.80
12100 - Medical Assistant	13.02
12130 - Medical Laboratory Technician	17.15
12160 - Medical Record Clerk	15.16
12190 - Medical Record Technician	14.58
12221 - Nursing Assistant I	8.80
12222 - Nursing Assistant II	9.95
12223 - Nursing Assistant III	10.78
12224 - Nursing Assistant IV	12.13
12250 - Pharmacy Technician	16.58
12280 - Phlebotomist	14.34
12311 - Registered Nurse I	27.72
12312 - Registered Nurse II	32.65
12313 - Registered Nurse II, Specialist	32.65
12314 - Registered Nurse III	38.79
12315 - Registered Nurse III, Anesthetist	38.79
12316 - Registered Nurse IV	46.49
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	22.71
13011 - Exhibits Specialist I	17.60
13012 - Exhibits Specialist II	20.51
13013 - Exhibits Specialist III	25.09
13041 - Illustrator I	18.21
13042 - Illustrator II	21.12
13043 - Illustrator III	25.95
13047 - Librarian	25.37
13050 - Library Technician	15.76
13071 - Photographer I	14.32
13072 - Photographer II	18.44
13073 - Photographer III	21.48
13074 - Photographer IV	26.28
13075 - Photographer V	31.80
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.32
15030 - Counter Attendant	8.32
15040 - Dry Cleaner	10.23
15070 - Finisher, Flatwork, Machine	8.32
15090 - Presser, Hand	8.32
15100 - Presser, Machine, Drycleaning	8.32
15130 - Presser, Machine, Shirts	8.32
15160 - Presser, Machine, Wearing Apparel, Laundry	8.32
15190 - Sewing Machine Operator	10.89
15220 - Tailor	11.53

15250 - Washer, Machine	8.92
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.13
19040 - Tool and Die Maker	22.25
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	20.42
21020 - Material Coordinator	18.04
21030 - Material Expediter	18.04
21040 - Material Handling Laborer	11.88
21050 - Order Filler	10.93
21071 - Forklift Operator	14.37
21080 - Production Line Worker (Food Processing)	14.37
21100 - Shipping/Receiving Clerk	12.76
21130 - Shipping Packer	12.96
21140 - Store Worker I	10.61
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.96
21210 - Tools and Parts Attendant	14.25
21400 - Warehouse Specialist	14.37
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	21.01
23040 - Aircraft Mechanic Helper	15.53
23050 - Aircraft Quality Control Inspector	21.91
23060 - Aircraft Servicer	17.33
23070 - Aircraft Worker	17.99
23100 - Appliance Mechanic	19.76
23120 - Bicycle Repairer	15.52
23125 - Cable Splicer	21.57
23130 - Carpenter, Maintenance	20.45
23140 - Carpet Layer	17.45
23160 - Electrician, Maintenance	21.81
23181 - Electronics Technician, Maintenance I	14.60
23182 - Electronics Technician, Maintenance II	21.21
23183 - Electronics Technician, Maintenance III	25.41
23260 - Fabric Worker	16.81
23290 - Fire Alarm System Mechanic	19.42
23310 - Fire Extinguisher Repairer	16.36
23340 - Fuel Distribution System Mechanic	23.85
23370 - General Maintenance Worker	17.45
23400 - Heating, Refrigeration and Air Conditioning Mechanic	20.21
23430 - Heavy Equipment Mechanic	22.09
23440 - Heavy Equipment Operator	25.72
23460 - Instrument Mechanic	20.89
23470 - Laborer	10.95
23500 - Locksmith	18.13
23530 - Machinery Maintenance Mechanic	22.42
23550 - Machinist, Maintenance	18.96
23580 - Maintenance Trades Helper	15.06
23640 - Millwright	27.53
23700 - Office Appliance Repairer	19.76
23740 - Painter, Aircraft	18.46
23760 - Painter, Maintenance	18.13
23790 - Pipefitter, Maintenance	21.41
23800 - Plumber, Maintenance	20.69
23820 - Pneudraulic Systems Mechanic	20.89
23850 - Rigger	19.59
23870 - Scale Mechanic	18.63
23890 - Sheet-Metal Worker, Maintenance	18.76
23910 - Small Engine Mechanic	17.45
23930 - Telecommunication Mechanic I	20.89
23931 - Telecommunication Mechanic II	24.22

23950 - Telephone Lineman	20.89
23960 - Welder, Combination, Maintenance	18.76
23965 - Well Driller	19.74
23970 - Woodcraft Worker	20.89
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.60
24580 - Child Care Center Clerk	13.39
24600 - Chore Aid	9.19
24630 - Homemaker	16.79
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.70
25040 - Sewage Plant Operator	23.28
25070 - Stationary Engineer	22.75
25190 - Ventilation Equipment Tender	17.69
25210 - Water Treatment Plant Operator	23.28
27000 - Protective Service Occupations	
(not set) - Police Officer	27.26
27004 - Alarm Monitor	20.95
27006 - Corrections Officer	22.18
27010 - Court Security Officer	22.94
27040 - Detention Officer	22.96
27070 - Firefighter	20.71
27101 - Guard I	10.54
27102 - Guard II	20.14
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	19.98
28020 - Hatch Tender	18.63
28030 - Line Handler	18.63
28040 - Stevedore I	17.86
28050 - Stevedore II	21.99
29000 - Technical Occupations	
21150 - Graphic Artist	20.28
29010 - Air Traffic Control Specialist, Center (2)	33.59
29011 - Air Traffic Control Specialist, Station (2)	22.88
29012 - Air Traffic Control Specialist, Terminal (2)	25.19
29023 - Archeological Technician I	17.17
29024 - Archeological Technician II	19.21
29025 - Archeological Technician III	23.80
29030 - Cartographic Technician	22.77
29035 - Computer Based Training (CBT) Specialist/ Instructor	30.38
29040 - Civil Engineering Technician	24.93
29061 - Drafter I	13.34
29062 - Drafter II	14.98
29063 - Drafter III	19.27
29064 - Drafter IV	22.46
29081 - Engineering Technician I	14.99
29082 - Engineering Technician II	16.83
29083 - Engineering Technician III	20.26
29084 - Engineering Technician IV	24.68
29085 - Engineering Technician V	30.06
29086 - Engineering Technician VI	36.39
29090 - Environmental Technician	18.82
29100 - Flight Simulator/Instructor (Pilot)	31.94
29160 - Instructor	23.75
29210 - Laboratory Technician	19.29
29240 - Mathematical Technician	23.52
29361 - Paralegal/Legal Assistant I	17.98
29362 - Paralegal/Legal Assistant II	22.54
29363 - Paralegal/Legal Assistant III	27.57

29364 - Paralegal/Legal Assistant IV	33.35
29390 - Photooptics Technician	23.43
29480 - Technical Writer	31.17
29491 - Unexploded Ordnance (UXO) Technician I	21.08
29492 - Unexploded Ordnance (UXO) Technician II	25.51
29493 - Unexploded Ordnance (UXO) Technician III	30.57
29494 - Unexploded (UXO) Safety Escort	21.08
29495 - Unexploded (UXO) Sweep Personnel	21.08
29620 - Weather Observer, Senior (3)	19.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.40
29622 - Weather Observer, Upper Air (3)	17.40
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.77
31260 - Parking and Lot Attendant	8.66
31290 - Shuttle Bus Driver	12.50
31300 - Taxi Driver	9.65
31361 - Truckdriver, Light Truck	12.50
31362 - Truckdriver, Medium Truck	16.44
31363 - Truckdriver, Heavy Truck	17.47
31364 - Truckdriver, Tractor-Trailer	17.47
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	11.46
99030 - Cashier	10.94
99041 - Carnival Equipment Operator	13.96
99042 - Carnival Equipment Repairer	14.87
99043 - Carnival Worker	10.00
99050 - Desk Clerk	10.32
99095 - Embalmer	21.58
99300 - Lifeguard	11.08
99310 - Mortician	21.58
99350 - Park Attendant (Aide)	13.91
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.63
99500 - Recreation Specialist	13.95
99510 - Recycling Worker	15.92
99610 - Sales Clerk	12.32
99620 - School Crossing Guard (Crosswalk Attendant)	9.50
99630 - Sport Official	11.08
99658 - Survey Party Chief (Chief of Party)	21.91
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	19.92
99660 - Surveying Aide	14.31
99690 - Swimming Pool Operator	13.69
99720 - Vending Machine Attendant	12.90
99730 - Vending Machine Repairer	14.93
99740 - Vending Machine Repairer Helper	12.46

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day,

Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

\*\* UNIFORM ALLOWANCE \*\*

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made

the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).



2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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

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

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

6) The contractor informs the affected employees.

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

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

94-2047 CA, LOS ANGELES/SANTA ANA

WAGE DETERMINATION NO: 94-2047 REV (27) AREA: CA, LOS ANGELES/SANTA ANA

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2048

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

William W. Gross	Division of	Wage Determination No.: 1994-2047
Director	Wage Determinations	Revision No.: 27
		Date Of Revision: 05/23/2005

State: California

Area: California Counties of Los Angeles, Orange

OCCUPATION NOTES:

Heating, Air Conditioning and Refrigeration: Wage rates and fringe benefits can be found on Wage Determinations 1986-0879.

Laundry: Wage rates and fringe benefits can be found on Wage Determination 1977-1297.

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.10
01012 - Accounting Clerk II	13.35
01013 - Accounting Clerk III	14.99
01014 - Accounting Clerk IV	16.80
01030 - Court Reporter	16.84
01050 - Dispatcher, Motor Vehicle	20.37
01060 - Document Preparation Clerk	13.50
01070 - Messenger (Courier)	9.65
01090 - Duplicating Machine Operator	12.82
01110 - Film/Tape Librarian	15.83
01115 - General Clerk I	9.65
01116 - General Clerk II	10.69
01117 - General Clerk III	14.11
01118 - General Clerk IV	15.15
01120 - Housing Referral Assistant	20.12
01131 - Key Entry Operator I	11.28
01132 - Key Entry Operator II	12.98
01191 - Order Clerk I	14.12
01192 - Order Clerk II	15.40
01261 - Personnel Assistant (Employment) I	13.70
01262 - Personnel Assistant (Employment) II	14.95
01263 - Personnel Assistant (Employment) III	18.48
01264 - Personnel Assistant (Employment) IV	22.26

01270 - Production Control Clerk	19.06
01290 - Rental Clerk	14.95
01300 - Scheduler, Maintenance	15.77
01311 - Secretary I	15.77
01312 - Secretary II	18.40
01313 - Secretary III	20.24
01314 - Secretary IV	22.59
01315 - Secretary V	25.48
01320 - Service Order Dispatcher	16.19
01341 - Stenographer I	13.56
01342 - Stenographer II	15.24
01400 - Supply Technician	22.59
01420 - Survey Worker (Interviewer)	16.84
01460 - Switchboard Operator-Receptionist	14.51
01510 - Test Examiner	18.40
01520 - Test Proctor	18.40
01531 - Travel Clerk I	12.45
01532 - Travel Clerk II	13.50
01533 - Travel Clerk III	14.48
01611 - Word Processor I	14.57
01612 - Word Processor II	16.35
01613 - Word Processor III	18.29
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	14.94
03041 - Computer Operator I	14.94
03042 - Computer Operator II	17.10
03043 - Computer Operator III	19.53
03044 - Computer Operator IV	23.05
03045 - Computer Operator V	25.52
03071 - Computer Programmer I (1)	19.20
03072 - Computer Programmer II (1)	24.07
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	15.04
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	21.08
05010 - Automotive Glass Installer	19.73
05040 - Automotive Worker	19.73
05070 - Electrician, Automotive	20.56
05100 - Mobile Equipment Servicer	17.77
05130 - Motor Equipment Metal Mechanic	21.08
05160 - Motor Equipment Metal Worker	19.73
05190 - Motor Vehicle Mechanic	21.08
05220 - Motor Vehicle Mechanic Helper	16.45
05250 - Motor Vehicle Upholstery Worker	18.91
05280 - Motor Vehicle Wrecker	19.73
05310 - Painter, Automotive	20.56
05340 - Radiator Repair Specialist	19.73
05370 - Tire Repairer	15.47
05400 - Transmission Repair Specialist	21.08
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.90
07010 - Baker	11.95
07041 - Cook I	12.74
07042 - Cook II	14.12
07070 - Dishwasher	8.18
07130 - Meat Cutter	13.15

07250 - Waiter/Waitress	8.96
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.59
09040 - Furniture Handler	12.42
09070 - Furniture Refinisher	18.59
09100 - Furniture Refinisher Helper	14.82
09110 - Furniture Repairer, Minor	17.04
09130 - Upholsterer	18.59
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.64
11060 - Elevator Operator	9.73
11090 - Gardener	14.20
11121 - House Keeping Aid I	8.77
11122 - House Keeping Aid II	9.73
11150 - Janitor	10.96
11210 - Laborer, Grounds Maintenance	10.93
11240 - Maid or Houseman	8.77
11270 - Pest Controller	13.96
11300 - Refuse Collector	11.62
11330 - Tractor Operator	13.18
11360 - Window Cleaner	12.42
12000 - Health Occupations	
12020 - Dental Assistant	14.92
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	17.68
12071 - Licensed Practical Nurse I	15.23
12072 - Licensed Practical Nurse II	17.06
12073 - Licensed Practical Nurse III	18.37
12100 - Medical Assistant	13.47
12130 - Medical Laboratory Technician	17.18
12160 - Medical Record Clerk	14.54
12190 - Medical Record Technician	17.53
12221 - Nursing Assistant I	8.48
12222 - Nursing Assistant II	9.54
12223 - Nursing Assistant III	10.41
12224 - Nursing Assistant IV	11.69
12250 - Pharmacy Technician	14.65
12280 - Phlebotomist	12.86
12311 - Registered Nurse I	25.96
12312 - Registered Nurse II	31.74
12313 - Registered Nurse II, Specialist	31.74
12314 - Registered Nurse III	38.41
12315 - Registered Nurse III, Anesthetist	38.41
12316 - Registered Nurse IV	46.04
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.59
13011 - Exhibits Specialist I	23.63
13012 - Exhibits Specialist II	29.25
13013 - Exhibits Specialist III	34.77
13041 - Illustrator I	21.88
13042 - Illustrator II	27.11
13043 - Illustrator III	33.62
13047 - Librarian	26.56
13050 - Library Technician	16.47
13071 - Photographer I	16.42
13072 - Photographer II	19.86
13073 - Photographer III	26.61
13074 - Photographer IV	30.51
13075 - Photographer V	36.92
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.52

19040 - Tool and Die Maker	23.95
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17.91
21020 - Material Coordinator	18.87
21030 - Material Expediter	18.87
21040 - Material Handling Laborer	13.02
21050 - Order Filler	12.38
21071 - Forklift Operator	14.46
21080 - Production Line Worker (Food Processing)	14.46
21100 - Shipping/Receiving Clerk	12.73
21130 - Shipping Packer	12.73
21140 - Store Worker I	9.91
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.15
21210 - Tools and Parts Attendant	14.46
21400 - Warehouse Specialist	14.46
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.33
23040 - Aircraft Mechanic Helper	15.60
23050 - Aircraft Quality Control Inspector	23.19
23060 - Aircraft Servicer	17.94
23070 - Aircraft Worker	18.72
23100 - Appliance Mechanic	18.59
23120 - Bicycle Repairer	15.47
23125 - Cable Splicer	25.85
23130 - Carpenter, Maintenance	22.40
23140 - Carpet Layer	17.96
23160 - Electrician, Maintenance	28.35
23181 - Electronics Technician, Maintenance I	19.22
23182 - Electronics Technician, Maintenance II	22.81
23183 - Electronics Technician, Maintenance III	26.53
23260 - Fabric Worker	20.33
23290 - Fire Alarm System Mechanic	20.30
23310 - Fire Extinguisher Repairer	16.01
23340 - Fuel Distribution System Mechanic	21.73
23370 - General Maintenance Worker	17.78
23430 - Heavy Equipment Mechanic	23.58
23440 - Heavy Equipment Operator	24.39
23460 - Instrument Mechanic	24.29
23470 - Laborer	12.49
23500 - Locksmith	18.59
23530 - Machinery Maintenance Mechanic	21.97
23550 - Machinist, Maintenance	23.08
23580 - Maintenance Trades Helper	14.82
23640 - Millwright	21.56
23700 - Office Appliance Repairer	19.89
23740 - Painter, Aircraft	18.59
23760 - Painter, Maintenance	18.59
23790 - Pipefitter, Maintenance	21.22
23800 - Plumber, Maintenance	20.39
23820 - Pneudraulic Systems Mechanic	20.30
23850 - Rigger	21.90
23870 - Scale Mechanic	17.95
23890 - Sheet-Metal Worker, Maintenance	19.75
23910 - Small Engine Mechanic	17.78
23930 - Telecommunication Mechanic I	20.30
23931 - Telecommunication Mechanic II	21.41
23950 - Telephone Lineman	22.59
23960 - Welder, Combination, Maintenance	19.75
23965 - Well Driller	20.77
23970 - Woodcraft Worker	19.75

23980 - Woodworker	16.01
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.36
24580 - Child Care Center Clerk	14.17
24600 - Chore Aid	10.13
24630 - Homemaker	16.98
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	24.00
25040 - Sewage Plant Operator	25.70
25070 - Stationary Engineer	24.00
25190 - Ventilation Equipment Tender	17.36
25210 - Water Treatment Plant Operator	25.70
27000 - Protective Service Occupations	
(not set) - Police Officer	31.11
27004 - Alarm Monitor	21.42
27006 - Corrections Officer	23.19
27010 - Court Security Officer	25.03
27040 - Detention Officer	23.19
27070 - Firefighter	27.63
27101 - Guard I	9.61
27102 - Guard II	19.55
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	17.59
28020 - Hatch Tender	17.59
28030 - Line Handler	17.59
28040 - Stevedore I	18.60
28050 - Stevedore II	19.75
29000 - Technical Occupations	
21150 - Graphic Artist	23.34
29010 - Air Traffic Control Specialist, Center (2)	34.29
29011 - Air Traffic Control Specialist, Station (2)	23.65
29012 - Air Traffic Control Specialist, Terminal (2)	26.04
29023 - Archeological Technician I	18.35
29024 - Archeological Technician II	20.53
29025 - Archeological Technician III	25.44
29030 - Cartographic Technician	29.26
29035 - Computer Based Training (CBT) Specialist/ Instructor	30.38
29040 - Civil Engineering Technician	26.21
29061 - Drafter I	17.40
29062 - Drafter II	20.27
29063 - Drafter III	23.58
29064 - Drafter IV	29.26
29081 - Engineering Technician I	15.26
29082 - Engineering Technician II	17.01
29083 - Engineering Technician III	19.43
29084 - Engineering Technician IV	23.66
29085 - Engineering Technician V	31.71
29086 - Engineering Technician VI	38.38
29090 - Environmental Technician	22.15
29100 - Flight Simulator/Instructor (Pilot)	36.76
29160 - Instructor	27.28
29210 - Laboratory Technician	18.59
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29361 - Paralegal/Legal Assistant I	18.29
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29390 - Photooptics Technician	23.33
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29493 - Unexploded Ordnance (UXO) Technician III	31.61
29494 - Unexploded (UXO) Safety Escort	21.79
29495 - Unexploded (UXO) Sweep Personnel	21.79
29620 - Weather Observer, Senior (3)	20.99
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.88
29622 - Weather Observer, Upper Air (3)	18.88
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.22
31260 - Parking and Lot Attendant	8.49
31290 - Shuttle Bus Driver	12.32
31300 - Taxi Driver	12.03
31361 - Truckdriver, Light Truck	12.32
31362 - Truckdriver, Medium Truck	17.07
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99043 - Carnival Worker	8.35
99050 - Desk Clerk	12.65
99095 - Embalmer	19.16
99300 - Lifeguard	11.45
99310 - Mortician	23.46
99350 - Park Attendant (Aide)	14.38
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	14.25
99500 - Recreation Specialist	16.23
99510 - Recycling Worker	15.32
99610 - Sales Clerk	12.02
99620 - School Crossing Guard (Crosswalk Attendant)	9.01
99630 - Sport Official	11.45
99658 - Survey Party Chief (Chief of Party)	30.93
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	23.28
99660 - Surveying Aide	17.01
99690 - Swimming Pool Operator	14.03
99720 - Vending Machine Attendant	11.75
99730 - Vending Machine Repairer	14.03
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- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

**\*\* UNIFORM ALLOWANCE \*\***

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning



and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

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

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

6) The contractor informs the affected employees.

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

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

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES
			1 22
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00004	10/01/2006	PRO-6-L050DRO	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Immigration and Customs Enforcement Office of Acquisition Management Attn: Sheryl Wright 24000 Avila Road, Room 3104 Laguna Niguel CA 92677	ICELAG	Immigration & Customs Enforcement Office of Acquisition Management Attn: Alan Barclay (949) 425-7045 24000 Avila Road, Room 3104 Laguna Niguel CA 92677	PRO-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO.	
SPECTRUM SECURITY SERVICES INC PO BOX 744 JAMUL CA 919350744		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO.	
		HSCEOP-06-C-00012	
		10B. DATED (SEE ITEM 11)	
CODE	FACILITY CODE	02/08/2006	
6189544650000			

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

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

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

N/A

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral - FAR 52.217-9, FAR 52.222-41 & FAR 52.222-43

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

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

Tax ID Number: 22-3850072

DUNS Number: 618954465

Program POC: Peter Mercado (LA/OC), David Zielke (SD), and James Haley (ECC)

Finance POC: Laura Quezada

The purpose of this modification is to:

Exercise the First Option Period under FAR Clause 52.217-9 Option to Extend the Term of the Contract for the period of October 1, 2006 through September 30, 2007.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Sheryl Wright	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Sheryl Wright (Signature of Contracting Officer)	8/6/06

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSCEOP-06-C-00012/P00004

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NAME OF OFFEROR OR CONTRACTOR  
 SPECTRUM SECURITY SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>In accordance with FAR 52.222-41, Service Contract Act of 1965, as amended (May 1989), replace contract Attachment IV with the new Department of Labor Wage Rate Determination No. 1994-2047 (Rev 28) for Los Angeles/Santa Ana, Ca dated 5/23/2006 and Department of Labor Wage Rate Determination No. 1994-2057 (Rev 38) for San Diego, Ca dated 5/23/2006</p> <p>In accordance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Act- Price Adjustment (Multiple Year and Option Contracts) (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require.</p> <p>All terms and conditions remain the same.</p> <p>The total contract value remains unchanged.</p> <p>Funding will be added by issuance of a task order.</p> <p>FAR 52.232-19 -- Availability of Funds for the Next Fiscal Year (Apr 1984)                      Funds are not presently available for performance under this contract beyond September 30, 2006. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2006, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.                      (End of Clause)</p> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSCEOP-06-C-00012/P00004

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NAME OF OFFEROR OR CONTRACTOR  
 SPECTRUM SECURITY SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>LIST OF CHANGES:                      Total Amount for this Modification: \$0.00                      New Total Amount for this Version: \$10,969,622.96                      Contract Specialist is changed from Sheryl Wright to Alan Barclay</p> <p>CLIN 1001 - LOS ANGELES/SANTA ANA, CA</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001A - Detention (Escort) Officers, Permanent Posts</p> <p>Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001B - Detention (Escort) Officers, Per Call</p> <p>Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001C - Transportation                      Estimated mileage 1 - 350 miles per month</p> <p>Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001D - Transportation - Estimated mileage 351 per month and above</p> <p>Exercised option</p> <p>CLIN 1002 - SAN DIEGO, CA</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002A - Detention (Escort) Officers, Permanent Posts</p> <p>Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002B - Detention (Escort) Officers, Per Call</p> <p>Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002C - Transportation                      Estimated mileage 1 - 250 miles per month</p> <p>Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002D - Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR  
SPECTRUM SECURITY SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Transportation Estimated mileage 251 per month and above</p> <p>Exercised option</p> <p>CLIN 1003 - EL CENTRO, CA CHANGES FOR LINE ITEM NUMBER: 1003A - Detention (Escort) Officers, Per Call</p> <p>Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 1003B - Transportation Estimated mileage 1 - 50 miles per month</p> <p>Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 1003C - Transportation Estimated mileage 51 per month and above</p> <p>Exercised option</p> <p>Discount Terms: (b)(4)</p> <p>FOB: Destination</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE 10/01/2007	4. REQUISITION/PURCHASE REQ. NO. VSD0700020.1	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Investigations/OI East Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/NV/OI EAST	7. ADMINISTERED BY (If other than Item 6) ICE/Investigations/OI East Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/NV/OI EAST
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SPECTRUM SECURITY SERVICES INC PO BOX 744 JAMUL CA 919350744		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 6189544650000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACL4C0023	
		10B. DATED (SEE ITEM 11) 08/01/2002	

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
To Be Determined

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

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

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

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

Tax ID Number: 22-3850072  
DUNS Number: 618954465

The purpose of this modification is as follows:

- To incorporate FAR 52.217-8, "Option to Extend Services," into contract ACL4C0023.
  - To incorporate the Department of Labor's Wage Determination 2005-2057, Revision 4 by reference into the said contract.
  - Pursuant to item 2 above and Spectrum Security Services, Inc. letter dated September 14, 2007, apply an economic price adjustment to the rates of Guard I and Guard II (CLINs)
- Continued ...

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

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 ACL4C0023/P00009

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NAME OF OFFEROR OR CONTRACTOR  
 SPECTRUM SECURITY SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>4001-4006), effective October 1, 2007.</p> <p>3. Pursuant to item 1 above, extend the current period of performance of Option Year IV (CLINS 4001 - 4007) for an additional 6 months, for a new period of performance end date of March 31, 2008.</p> <p>As a result of this modification, the total Option Year IV amount has changed from \$1,379,927.50 to 1,595,927.50, for a net increase of \$216,000.00.</p> <p>The rates of Guard I and Guard II are hereby adjusted, effective October 1, 2007, and shall be in accordance with Attachment A of this modification.</p> <p>The new period of performance for Option Year IV (CLINS 4001 - 4007) is October 1, 2006 - March 31, 2007.</p> <p>All other terms and conditions remain the same.                      Period of Performance: 10/01/2007 to 03/31/2008                      ---</p> <p>CONTACT INFORMATION:</p> <p>PROGRAM OFFICE POC:                      Julie Rudman (619) 744- (b)(2)Low</p> <p>PROCUREMENT POC:                      Clint Sade (202) 514 (b)(2)Low</p> <p>INVOICE POC:                      Shirley Ealey (214) 915- (b)(2)Low</p>				



2. AMENDMENT/MODIFICATION NO. <b>P00010</b>	3. EFFECTIVE DATE <b>10/01/2007</b>	4. REQUISITION/PURCHASE REQ. NO. <b>PRO-7-L146</b>	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>ICE/Detent Mngt/Detent Contract-LAG</b>	CODE <b>ICE/DM/DC-LAGUNA</b>	7. ADMINISTERED BY (If other than Item 6) <b>ICE/Detent Mngt/Detent Contract-LAG</b>	CODE <b>ICE/DM/DC-LAGUNA</b>

<b>ICE/Detent Mngt/Detent Contract-LAG</b> Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Laguna Niguel CA 92677	<b>ICE/Detent Mngt/Detent Contract-LAG</b> Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: Rosemarie Mendoza Laguna Niguel CA 92677
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  <b>SPECTRUM SECURITY SERVICES INC</b> <b>PO BOX 744</b> <b>JAMUL CA 919350744</b>	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. <b>HSCEOP-06-C-00012</b>  10B. DATED (SEE ITEM 11) <b>02/08/2006</b>
CODE <b>6189544650000</b> FACILITY CODE	

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**NONE**

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

<b>CHECK ONE</b>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
<b>X</b>	<b>FAR 52.217-9 Option to Extend the Terms of the Contract (Mar 2000)</b>

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Tax ID Number: 22-3850072  
 DUNS Number: 618954465  
 Finance POC: Laura Quezada  
 Program POC: Eddie Jackson  
 Program POC: James Haley  
 Program POC: Peter Mercado

This modification is issued to exercise Option Period Two under FAR 52.217-9, Option to Extend the Term of the Contract (Mar 2000). The period of performance begins October 1, 2007 through September 30, 2008. The following Department of Labor Wage Determinations are Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) <b>SAM ERSAN, CEO</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Sheryl Wright</b>
15B. CONTRACTOR/OFFEROR <i>[Signature]</i>	15C. DATE SIGNED <b>9/17/07</b>
	16B. UNITED STATES OF AMERICA <i>[Signature]</i>
	16C. DATE SIGNED <b>9/14/07</b>

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 HSCEOP-06-C-00012/P00010

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NAME OF OFFEROR OR CONTRACTOR  
 SPECTRUM SECURITY SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>incorporated in the contract and are attached herein:</p> <p>a) WD 2005-2047 Revision 4 dtd 7/24/07 - Los Angeles and Orange Counties                      b) WD 2005-2057 Revision 4 dtd 5/29/07 - San Diego and Imperial Counties</p> <p>Any requests for equitable adjustments based on the mentioned wage determinations are due in this office no later than 30 days after the effective date of this modification.</p> <p>In accordance with FAR 52.222-43(f), the contractor shall notify the Contracting Officer of any increases claimed under this clause within 30 days after receiving the new wage determination unless this notification period is extended in writing by the Contracting Officer. The contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the Contracting Officer may reasonably require. Upon agreement of the parties the contract price or contract unit price labor rates shall be modified in writing. The contractor shall continue performance pending agreement on or determination or any such adjustments and its effective date."</p> <p>LIST OF CHANGES:                      Total Amount for this Modification: \$0.00                      New Total Amount for this Version: \$16,553,221.60                      New Total Amount for this Award: \$68,441,078.44</p> <p>CHANGES FOR LINE ITEM NUMBER: 2001A                      Exercised option                      Amount changed from \$0.00 to \$3,303,372.80</p> <p>CHANGES FOR LINE ITEM NUMBER: 2001B                      Exercised option                      Amount changed from \$0.00 to \$5,610,850.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 2001C                      Exercised option                      Amount changed from \$0.00 to \$20,454.00                      Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR  
SPECTRUM SECURITY SERVICES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR LINE ITEM NUMBER: 2001D Exercised option Amount changed from \$0.00 to \$27,048.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 2001E Exercised option Amount changed from \$0.00 to \$1,956,864.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002A Exercised option Amount changed from \$0.00 to \$1,514,572.80</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002B Exercised option Amount changed from \$0.00 to \$2,043,720.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002C Exercised option Amount changed from \$0.00 to \$14,610.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002D Exercised option Amount changed from \$0.00 to \$6,440.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 2003A Exercised option Amount changed from \$0.00 to \$2,043,720.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 2003B Exercised option Amount changed from \$0.00 to \$2,922.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 2003C Exercised option Amount changed from \$0.00 to \$8,648.00 FOB: Destination .</p> <p>All terms and condition of the contract remain the same.</p>				