

AWARD/CONTRACT

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

RATING

PAGE OF PAGE
1 85

2. CONTRACT (Proc. Inst. Ident.) NO.

ACD-3-C-0015

3. EFFECTIVE DATE

see item 20C., below

4. REQUISITION, PURCHASE REQUEST/PROJECT NO.

ACD-98-P-0022

5. ISSUED BY

CODE

Department of Homeland Security
(formerly Immigration and Naturalization Service)
ACDCPM - 3rd Floor
7701 North Stemmons Freeway
Dallas, Texas 75247

6. ADMINISTERED BY (If other than Item 5)

CODE

Department of Homeland Security
(formerly Immigration and Naturalization Service)
ACDCPM - 3rd Floor
7701 North Stemmons Freeway
Dallas, Texas 75247

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

CCA - Corrections Corporation of America
10 Burton Hills Boulevard
Nashville, Tennessee 37215

8. DELIVERY

FOB ORIGIN OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES
(4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:

ITEM

2

CODE

FACILITY CODE

11. SHIP TO/MARK FOR

CODE

Department of Homeland Security - Detention & Removal
Houston, Texas - CCA Contract Detention Facility

12. PAYMENT WILL BE MADE BY

CODE

Department of Homeland Security
Dallas Finance Office

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

10 USC 2304(c) ()

41 USC 253(c) ()

14. ACCOUNTING AND APPROPRIATION DATA

FY 2004, 1251-2501

15A. ITEM NO.

15B. SUPPLIES/SERVICES

15C. QUANTITY

15D. UNIT

15E. UNIT PRICE

15F. AMOUNT

CLINS 001, 002, 003, 004, and 005
CONTRACT DETENTION FACILITY (CDF), in accordance with the attached Statement of Work and contract award document.

Offerors technical proposal, as revised, is incorporated in Section J as attachment 11.

See CLINS 001, 002, 003, 004 and 005 set forth on Section B, Page 3

15G. TOTAL AMOUNT OF CONTRACT \$ 10,362,375.

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number **ACD-98-P-0022** 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)

20A. NAME OF CONTRACTING OFFICER

Arthur S. Cooper, III

19B. NAME OF CONTRACTOR

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED

3Y _____
(Signature of person authorized to sign)

BY 
(Signature of Contracting Officer)

10/1/03

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

According to contract requirements, the Contractor shall provide one or more facilities, and all labor, materials and equipment necessary to operate and maintain temporary residential care and secured detention for an estimated maximum of Nine Hundred and Five (905) persons * (Adult males and adult females) per day. All services are to be performed at one or more locations within 35 miles of the Houston, Texas, Bush Intercontinental Airport.

* This Section "B" and the CLINS contained herein contemplate expansion of the existing facility for the purpose of increasing occupancy from the current maximum population (500) to an estimated maximum of 905. This Section "B" further contemplates the time period for the construction of the expansion to be a minimum of twelve (12) to a maximum of eighteen (18) months from October 1, 2003. Thus, increased occupancy (in excess of 500 detainees per day) could occur during Option Period One.

Accordingly, (1) the Base Period provides for an estimated maximum of 500 detainees per day (375 GM and 125 variable); (2) Option Period One provides for a maximum of 905 detainees per day (375 GM and 530 variable); and, (3) Option Period Two, Three and Four each provide for an estimated maximum of 905 detainees per day (679 GM and 226 variable).

"CLIN" means Contract Line Item Number.

BASE PERIOD

Base Period: The one (1) year period commencing on October 1, 2003 and ending on September 30, 2004. (366 days)

<u>CLIN</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
0001	Guaranteed Minimum -- 375 adults. (375 persons (x) 366 days)	137,250 Mandays	\$ 75.50 \$ 10,362,375
0002	Variable -- price for the detention of each person in excess of the guaranteed minimum listed in CLIN 001 (125 persons (x) 366 days)	45,750 Estimated Mandays	\$ [REDACTED] b4
0003	Transportation Services	171,550 Miles	\$ [REDACTED] b4
0004	On-Call Posts	7,884 Hours	\$ [REDACTED] b4
BASE PERIOD TOTAL ESTIMATED PRICE			<u>\$ 14,037,515</u>
0005	Adult Detainee Volunteer Wages		\$ 1.00

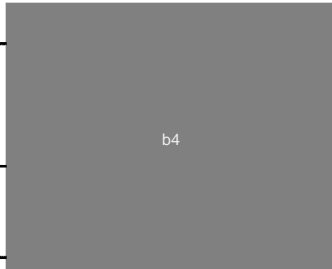
OPTION PERIOD ONE

Option Period One: The one (1) year period commencing on October 1, 2004 and ending on September 30, 2005. (365 days)

<u>CLIN</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1001 Guaranteed Minimum -- 375 adults. (375 persons (x) 365 days)	136,875 Mandays	\$ 79.46	\$ 10,876,088
1002 Variable -- price for the detention of each person in excess of the guaranteed minimum listed in CLIN 001 (530 persons (x) 365 days)	193,450 Estimated Mandays	\$	
1003 Transportation Services	171,550 Miles	\$	
1004 On-Call Posts	7,884 Hours	\$	
OPTION PERIOD ONE TOTAL ESTIMATED PRICE			\$ 26,475,165
1005 Adult Detainee Volunteer Wages		\$ 1.00	

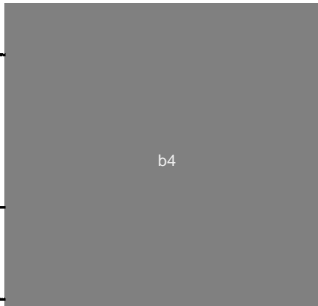
OPTION PERIOD TWO

Option Period Two: The one (1) year period commencing on October 1, 2005 and ending on September 30, 2006. (365 days)

<u>CLIN</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
2001 Guaranteed Minimum -- 679 adults. (679 persons (x) 365 days)	247,835 Mandays	\$ 83.04	\$ 20,580,218
2002 Variable -- price for the detention of each person in excess of the guaranteed (226 persons (x) 365 days)	82,490 Estimated Mandays	\$	
2003 Transportation Services	171,550 Miles	\$	
2004 On-Call Posts	7,884 Hours	\$	
OPTION PERIOD TWO TOTAL ESTIMATED PRICE			\$ 27,664,331
2005 Adult Detainee Volunteer Wages		\$ 1.00	

OPTION PERIOD THREE

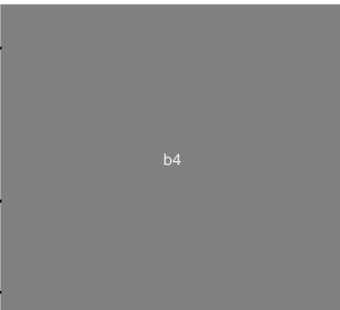
Option Period Three: The one (1) year period commencing on October 1, 2006 and ending on September 30, 2007. (365 days)

<u>CLIN</u>		<u>QUANTITY</u>		<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
3001	Guaranteed Minimum -- 679 adults. (679 persons (x) 365 days)	247,835	Mandays	\$ 86.36	\$ 21,403,031
3002	Variable -- price for the detention of each person in excess of the guaranteed minimum listed in CLIN 001 (226 persons (x) 365 days)	82,490	Estimated Mandays	\$	 b4
3003	Transportation Services	171,550	Miles	\$	
3004	On-Call Posts	7,884	Hours	\$	
OPTION PERIOD THREE TOTAL ESTIMATED PRICE					\$ 28,768,629

3005 Adult Detainee Volunteer Wages \$ 1.00

OPTION PERIOD FOUR

Option Period Four: The one (1) year period commencing on October 1, 2007 and ending on September 30, 2008. (366 days)

<u>CLIN</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
4001 Guaranteed Minimum -- 679 adults. (679 persons (x) 366 days)	248,514 Mandays	\$ 89.17	\$ 22,159,993
4002 Variable -- price for the detention of each person in excess of the guaranteed minimum listed in CLIN 001 (226 persons (x) 366 days)	82,716 Estimated Mandays	\$	
4003 Transportation Services	171,550 Miles	\$	
4004 On-Call Posts	7,884 Hours	\$	
OPTION PERIOD THREE TOTAL ESTIMATED PRICE			
4005 Adult Detainee Volunteer Wages		\$ 1.00	

SPECIAL NOTES:

1. Reserved
2. This is an Indefinite Delivery, Indefinite Quantity (IDIQ) contract and the quantities indicated above constitute the Government's best estimate of the requirements. Evaluation and award of the contract will be based upon the sum of all of the line items.

The guaranteed minimum for the base period will be obligated on the contract. The guaranteed minimum for the option periods will be on the modification document which exercises the option. The guaranteed minimum for any options exercised under FAR 52.217-8 will be on the modification document which exercises the option. All other CLINs will be ordered by issuance of delivery orders.

Guaranteed Minimum: INS will guarantee the usage of seventy-five percent (75%) of the estimated maximum for the base period and for option periods two, three and four. The guaranteed minimum for option period one was computed differently in order to take into consideration the uncertainty as to the exact date of occupancy for the expanded portion of the facility.

At the end of each performance period, should there be a shortfall in meeting the guaranteed minimum, the Government shall make a lump sum payment from an invoice submitted by the contractor.

The guaranteed minimums are as follows:

<u>Performance Period</u>	<u>Guaranteed Minimum</u>	<u>Estimated Variable</u>	<u>Maximum</u>
Base Year	375	125	500
First Option	375	530	905
Second Option	679	226	905
Third Option	679	226	905
Fourth Option	679	226	905

3. This Contract is renewable at the option of the Government in accordance with FAR clause 52.217-8, "Option to Extend Services". The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days before the expiration of the current performance period.

In the event an option provision is exercised by the Government in accordance with FAR clause 52.217-8, "Option to Extend Services", the option period rates shall be the rates charged the Government in the contract period immediately preceding the exercise of the option. Additional CLIN(s) will be created / added on an as needed basis if and when option(s) under FAR 52.217-8 is / are exercised. Guaranteed minimum for any options exercised under FAR 52.217-8 will be on the modification document which exercises the option. All other CLIN(s) will be ordered by issuance of delivery orders.

4. Offerors must submit proposals for the base period and all four (4) option periods. Failure to submit a proposal on the base period and this total requirement will be a basis for rejection of the offer.

5. In accordance with FAR clause 52.216-27, the government reserves the right to make multiple awards in response to this solicitation.
6. Reserved.
7. **Management, Oversight and Accreditation:** It is the contractor's responsibility to provide adequate and appropriate management oversight for the implementation and successful performance of the contract. Unless otherwise specified by an authorized INS representative, the contractor is required to perform in continual compliance with the most current editions of the INS Detention Standards and the American Correctional Association, Standards for Adult Local Detention Facilities (ACA ALDF). Accomplishment of some INS Detention Standards and ACA ALDF Standards are augmented by INS policy and/or procedure. In such instances, the Statement of Work identifies and provides direction for the advanced requirements.

The contractor shall maintain ACA accreditation throughout the life of the contract, inclusive of any option periods exercised.

8. **INS Detention Standards:** The Government requires compliance with the INS Detention Standards as part of this solicitation and any resulting contract. The contractor is further required to perform in continual compliance with the most current edition / addition(s) of the INS Detention Standards. The contractor shall comply with and implement any applicable changes necessitated as a result of changes in INS Detention Standards or DHS policy and procedures.

It is the contractor's responsibility to routinely review the INS Detention Standards. Should the Government invoke changes as a result of INS Detention Standards requirements, the contractor retains rights and remedies (i.e., equitable adjustment) under the terms and conditions of the contract.

Timely compliance shall be construed to mean the contractor shall have 30 calendar days after the contractor identifies the requirement to propose remedies and provide supporting documentation. The contractor will have 30 calendar days from approval (by the Contracting Officer) to implement / begin compliance with the new standards. This time may be shortened or extended only by notice in writing issued by the Contracting Officer.

In the event this solicitation or the resulting contract is in conflict with INS Detention Standards, the contractor shall give precedence to the INS Detention Standards (latest edition). Where the INS Detention Standards are more stringent than or conflict with the ACA standards, the INS Detention Standards will take precedence.

The current internet address for the INS Detention Standards is:

<http://www.immigration.gov/graphics/lawsregs/guidance.htm>

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SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

CONTRACT DETENTION FACILITY

INTRODUCTION

A. BACKGROUND

The U.S. Department of Justice, Immigration and Naturalization Service (hereinafter called the Service, INS or Agency) provides funds through contractual agreement to both public and private sector entities for the safeguarding and care of service detainees. Contractors are responsible for the detention, security, control and well being of detainees, and accountable for the detainees' personal possessions.

B. OBJECTIVE

The contractor shall furnish, twenty-four (24) hours per day, seven (7) days per week, the necessary physical structure, equipment, facilities, personnel and services to provide a program of temporary residential care of detainee aliens of all nationalities in federal custody. The contractor shall furnish separated living quarters as follows:

1. Adult male detainees - 740 beds, as follows:
 - (A) 600 beds divided into multiple occupancy rooms, no room to house more than forty (40) detainees.
 - (B) 140 beds divided into multiple occupancy rooms, no room to house more than twenty (20) detainees.
2. Adult female detainees - 165 beds, as follows:
 - (A) 60 beds divided into four (4) multiple occupancy rooms, no room to house more than fifteen (15) detainees.
 - (B) 105 beds divided into three (3) multiple occupancy rooms, no room to house more than thirty-five (35) detainees.

NOTE: EXACT RATIOS CANNOT ALWAYS BE MAINTAINED. UNDER NO CIRCUMSTANCES ARE MALE AND FEMALE DETAINEE'S TO BE HOUSED IN THE SAME ROOM.

THERE SHALL BE NO PROVISION IN THIS CONTRACT TO HOUSE JUVENILES.

INS COTR RETAINS THE DISCRETION TO ASSIGN DORM PLACEMENTS

(Revised - Amendment 004)

C. EXPLANATION OF TERMS

1. ADULT DETAINEE: Any detained alien eighteen (18) years of age or older.
2. ACA: American Correctional Association.
3. ALIEN: Any person who is not a citizen or national of the United States.
4. BOOKING: In the detention facility, it is a procedure for the admission of an INS detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's accompanying personal property.
5. CLASSIFICATION: A process for determining the needs and requirements of aliens for whom detention has been ordered and for assigning them to housing units and programs according to their needs, security risk level and existing resources of the facility.
6. CONTRABAND: Any item possessed by detainees or found within the confinement of the facility which is declared illegal by law or which is expressly prohibited by facility policies and procedures which have been approved by INS.
7. CONTRACTOR: The entity which provides the services described in this statement of work.
8. CONTRACTING OFFICER: An employee of the Immigration and Naturalization Service responsible for the complete conduct and integrity of the contracting process, including administration after award. The only individual authorized to issue changes to this contract.
9. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR): An employee of the Immigration and Naturalization Service responsible for monitoring all technical aspects and assisting in administering the contract.
10. CONTROL ROOM: Integrates all internal and external security communications networks within a secure room. Activities conducted within the control room have a critical impact on the institution's orderly and secure operation.
11. DESIGNATED SERVICE OFFICIAL: An employee of the Immigration and Naturalization Service designated in writing by the INS Officer-In-Charge (OIC) to represent INS on matters pertaining to the operation of the facility.
12. DETAINEE: Any person confined under the auspices and the authority of any federal agency, primarily the Immigration and Naturalization Service. (INS reserves the right to place detainees who are in the custody of the Bureau of Prisons, the U.S. Marshals Service or any person confined under the auspices and the authority of the INS or any other federal agency.) Many of those being detained may have substantial and varied criminal histories.

13. **DETAINEE RECORDS:** Information concerning the individual's personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to:

Form I-203, Detainer, Personal Property Receipts, Visitors List, Photographs, Fingerprints, Disciplinary Infractions and Actions Taken, Grievance Reports, Medical Records, Work Assignments, Program Participation, Miscellaneous Correspondence, etc.
14. **EMERGENCY:** Any significant disruption of normal facility procedure, policy or activity caused by riot, strike, escape, fire, medical exigency, natural disaster or other serious incident
15. **FACILITY:** The physical plant and grounds in which the contractor's services are operated.
16. **FACILITY ADMINISTRATOR:** The Contractor official, regardless of local title (e.g., jail administrator, warden, superintendent) who has the ultimate responsibility for managing and operating the contract detention facility.
17. **FOOT CANDLE:** A unit for measuring the intensity of illumination: amount of light thrown on a surface one foot away from the light source equal to one lumen.
18. **GRIEVANCE:** A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.
19. **HEALTH AUTHORITY:** Is the individual to whom has been delegated the responsibility for the facility's health care services, including arrangements for all levels of health care and the ensuring of quality and accessibility of all health services provided to inmates.
20. **HEALTH CARE:** The sum of all actions taken, preventative and therapeutic, to provide for the physical and mental well-being of a population. Health care includes medical and dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions.
21. **HEALTH CARE PERSONNEL:** Duly licensed individuals whose primary duties are to provide health services to detainees in keeping with their respective levels of health care training or experience.
22. **HEALTH-TRAINED PERSONNEL:** (Medically trained personnel): Security officials or other contract personnel such as social workers, who may be trained and appropriately supervised to carry out certain specific duties with regard to the administration of health care.
23. **IMMEDIATE RELATIVES:** Spouses, children (including step-children and adopted children) and their spouses, parents (including step-parents), brothers and sisters (including step-brothers and sisters and half-brothers and sisters) and their spouses.

24. JUVENILE DETAINEE: Any detained alien under the age of eighteen (18) years.
25. LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.
26. DETAINEE- DAY: A twenty-four (24) hour period of detention; payment shall include the day of arrival but not the day of departure.
27. MEDICAL RECORDS: Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. The following information from these records shall be transferred to the detainee record; date and time of all medical examinations and copies of standing or direct medical orders from the physician to the facility staff.
28. MEDICAL SCREENING: A system of structured observation and/or initial health assessment to identify newly arrived detainees who could pose a health or safety threat to themselves or others.
29. ON CALL GUARD POSTS: Shall be operated on demand by the COTR and shall include, but are not limited to, escorting and guarding detainees for hearings, INS interviews, and any other location requested by the COTR. The numbers and frequency of these services shall vary, but to the extent possible, the COTR shall notify the contractor 4 hours in advance of such need, and of a schedule of remote posts to be manned. One guard shall be authorized for such posts unless, in the COTR's judgment, additional guards are required.
30. POLICY: A definite written course or method of action which guides and determines present and future decisions and action.
31. QUALIFIED HEALTH PERSONNEL: Physicians, dentists, and other professional and technical workers who by state law engage in activities that support, complement or supplement the functions of physicians and/or dentists who are licensed, registered, or certified, as appropriate to their qualifications, to practice.
32. RESPONSIBLE PHYSICIAN: A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the detainee population of the facility.
33. RESTRAINT EQUIPMENT: This includes but is not limited to: handcuffs, belly chains, leg irons, straight jackets, flexicuffs, soft (leather) cuffs, and leg weights.
34. SAFETY EQUIPMENT: This includes but is not limited to fire fighting equipment, i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas marks, fans, first aid kits, stretchers and emergency alarms.

35. SALLY PORT: An enclosure situated either in the perimeter wall or fence to the facility or within the interior of the facility, containing gates or doors at both ends, only one of which opens at a time. This method of entry and exit ensures there shall be no breach in the perimeter or interior security of the facility.
36. SDEO: Supervisory Detention Enforcement Officer.
37. SECURITY DEVICES: Locks, gates, doors, bars, fences, screens, ceilings, floors, walls and barriers used to confine and control detainees. Also electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.
38. SECURITY PERIMETER: The outer portions of a facility which actually provide for secure confinement of detainees.
39. SERVICE: The Immigration and Naturalization Service.
40. SPC: Service Processing Center.
41. STANDING MEDICAL ORDERS: Written orders, by a physician, to medical personnel for the definitive treatment of identified non-emergency , self limiting conditions and for on-site treatment of emergency conditions.
42. TOUR OF DUTY: A period of work consisting of eight (8) consecutive hours.
43. TRAINING: An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy of training center, at an institution of higher learning, through contract service, 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.
44. TRANSPORTATION COSTS: Are for all materials, equipment and labor necessary to respond to requests by designated officials for secure movement of detainees from place to place necessary for processing, hearings, interviews, etc.
45. WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (MACE), and nightsticks.



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SUBSECTION 1. ADMINISTRATION, ORGANIZATION AND MANAGEMENT

It is the contractor's responsibility to provide adequate and appropriate management oversight for the implementation and successful performance of this contract. The operation and control of the facility shall meet all guidelines and standards as set forth in the American Correctional Association, Standards for Adult Local Detention Facilities and be consistent with INS policy as provided upon request by the Contracting Officer. The contractor will have eighteen (18) months from commencement of contract to become ACA accredited. The contractor shall, within nine (9) months from the date the contract facility becomes operational, formally apply for accreditation to the American Correctional Association. The contractor shall furnish written proof of such application to the Service within five (5) days of the application. *

The contractor shall prepare and submit all policies, plans and procedures to INS for review and approval. All contractor's policies, plans, and procedures required by this statement of work shall be submitted to INS in accordance with Section F of this contract prior to implementation. The contractor shall provide a system that ensures all written plans, policies, and procedures are reviewed at least annually and updated as necessary. The contractor shall provide written certification that the review has been conducted. No plan, policy, procedure, or any changes under this contract shall be implemented prior to written approval by the Contracting Officer.

The Contracting Officer, the COTR, and the Designated Service Official have the right to direct the contractor to cease immediately any practice which INS deems to be detrimental to the health, welfare and rights of the detainees or any other individuals.

Under this Subsection the contractor shall provide the following to INS:

- A. An operations manual that delineates the written plans, policies, and procedures necessary for the day-to-day operations of the facility. * The plans, policies and procedures must meet minimum ACA standards and be consistent with INS policy as directed by the Contracting Officer. The manual shall be made available to all employees within the administrative area of the facility
- B. An overall Quality Assurance Plan (QAP) that addresses critical, measurable operational performance standards for the services required under this contract. * The contractor shall incorporate in the QAP a periodic system that reviews and updates the changes to all plans, policies and procedures. The QAP shall include a monthly audit, or as directed by INS which shall include the performance review of the facility operations for compliance with the QAP and compliance with the requirements of this contract. The contractor shall notify the government 24 hours in advance of the audit to ensure the COTR is available to participate. The contractor's QAP shall be capable of identifying deficiencies, appropriate corrective action(s) and timely implementation plan(s) to the Contracting Officer.
- C. An organizational chart detailing all employees by job description which also describes the structure of authority, responsibility and accountability within the facility. * This chart shall be updated as necessary and available for review by INS upon request. All changes to the organizational chart shall be reviewed and approved by INS prior to implementation.
- D. The resume of any employee the INS determines critical to the operation of the facility to the Contracting Officer. * INS must approve all supervisory or management personnel before they perform any duties under this contract.

- E. Policy and procedures ensuring an open channel of communication between staff members and detainees. * The policy and procedures shall identify detainee points of contact for problem identification and detail the contractors internal system of resolution or referral to appropriate officials.

- F. Project schedules, which includes a time-line chart showing key milestones necessary for completion of construction as well as the operational opening of the facility, including but not limited to: acquisition of necessary permits, construction schedule, availability of facility for INS equipment deliveries, installation of INS phone and computer lines, and INS staff training and familiarity with the facility. *

The contractor shall participate in monthly meetings of a liaison committee, established by INS. This committee shall consist of representatives of the following: Executive Office of Immigration Review, legal representatives, local government officials, and appropriate INS personnel.

* See Section F – Deliveries or Performance – Submittal Date. (Submittals shall be submitted through the COTR to the Contracting Officer).

SUBSECTION 2. PERSONNEL

The contractor shall provide written plans, policies and procedures governing all personnel, to include compliance with all federal requirements and the following specific items. They shall be prepared and submitted to INS for review and approval prior to implementation. Prior to any employee performing duties under this contract, the contractor shall compile all documents and certifications which demonstrate the employees' compliance with the terms and conditions for employment as required by this contract and provide them to the COTR. The contractor shall obtain written approval from the COTR, for each employee, prior to assignment of duties.

- A. The contractor shall furnish managerial, administrative, and personnel to accomplish all work required. The contractor shall provide full time and/or part time personnel to assure continuity of staff coverage, to accept, house, supervise, discharge, and perform all ancillary functions of all detainees while in custody twenty-four hours a day, seven days a week. The contractor shall, at all times, staff the facility to accommodate the maximum population of 905 detainees. Staff detention officers of both sexes shall be on duty at all times. The contractor shall provide a minimum of ten (10) female officers per shift excluding transportation. By noon each day, the contractor shall provide to INS the duty roster showing all assignments for the succeeding day.
- B. Contractor personnel shall be adequately supervised at all times; i.e., by individuals who are full time supervisors and have met the supervisory training requirements. In the absence of the Facility Administrator, a designated person shall be placed in charge and shall have supervision as his primary function during the times he is in charge. Female detainees shall be supervised within the facility day room/dormitory only by female staff detention officers. When females are transported or are in custody under the on-call posts, there must be at least one female staff detention officer present.
- C. The responsibility for providing necessary translators or bi-lingual personnel for necessary communication with detainees who do not speak or comprehend the English language is with the contractor. Other than emergency situations, detainees shall not be used for translation services. The contractor may utilize commercial phone language interpretive services to fulfill this requirement.
- D. Standards of employee conduct. The contractor shall develop standards of employee conduct and specific disciplinary actions which are consistent with the Federal Standards of Conduct, 5 CFR PART 2635. * The contractor shall hold his employees accountable for their conduct based on these standards, which are not restricted to, but must include:
- (1) Contractor staff shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
 - (2) No contractor employee may deal with any detainee except in a relationship that supports the approved goals of the facility. Specifically, staff members must never accept any personal (tangible or intangible) gift, favor or service, from any detainee or from any detainee's family or close associate no matter how trivial the gift or service may seem, for themselves or any members of their family. All staff members are required to report to the Facility Administrator any violation or attempted violation of these restrictions. In addition, no staff member shall give any gift, favors, or service to detainees, their family, or close associates.

(Revised - Amendment 0004)

- (3) No contractor employee shall enter into any business relationship with detainees or their families (example - selling, buying or trading personal property).
- (4) No contractor employee shall have any outside or social contact (other than incidental contact) with any detainee, their family, or close associates.
- (5) The contractor shall report all violations or attempted violations of the standards of conduct (referred to in this section) or any criminal activity to the COTR. Violations may result in employee dismissal by the contractor or at the discretion of INS. Failure on the part of the contractor to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the contractor to appropriate action up to and including termination of the contract for default.
- (6) The contractor shall provide all employees with a copy of the contractor's Standards of Conduct. All employees must certify in writing that they have read and understood these rules. A record of this certificate must be provided to the COTR prior to the employee's beginning work under this contract. *

E. Security Requirements (Non-Classified Contract).

The INS shall have and exercise full and complete control over granting, denying, withholding or terminating employment suitability clearances for employees who for any reason may visit the worksite during the period of the contract and for all employees who have access to the detention facility in performance of the contract work. The INS may as it deems appropriate, authorize and grant temporary access to employees of the contractor, subcontractor, vendor, and/or volunteers 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 waiver 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 waiver or a full employment suitability clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such access by INS, any time during the term of the contract. No employee of the contractor, subcontractor, vendor or volunteer shall be allowed access to the facility without an employment waiver or suitability determination by the INS Contract Security Office. Every month, at the beginning of the month, during the term of this contract, the contractor shall submit an employee roster to the COTR. The roster shall list the names and Social Security numbers, entrance on duty dates (EOD), and job titles of **ALL** contractor employees, subcontractors, vendors and/or volunteers who have access to the detention facility in the performance of the contract work.

All employees (to include subcontractors, temporary, part-time, replacement employees, and any other vendor or volunteers) under the contract shall have a position sensitivity designation analysis performed by INS. Contractor's guard or detention officer positions shall be at position sensitivity level 6, "high risk". Other applicant/employee positions that require that he/she shall have direct contact with detainees without an escort, the position sensitivity designation shall be at level 5 Moderate Risk. Positions which have no direct contact with detainees shall be designated at the level 1 Low Risk designation. The results of the position sensitivity designation shall identify the appropriate type of background investigation to be conducted.

(Revised - Amendment 002)

Level 6 High Risk position designations shall require a Limited Background Investigation (LBI). Level 5 Moderate Risk position designations shall require a National Agency Check and inquiries investigation (NACI), and Level 1, Low Risk position designations shall require an FBI Name and Fingerprint check. All background investigations shall be processed through the INS Contract Security Office. All initial prospective contractor applicants/employees shall submit the following completed forms to the Contracting Officer VIA the COTR no less than 45 days before the facility becomes operational. Any new additional employees; whether a replacement, an addition, a subcontractor employee, vendor or volunteer, must submit the completed forms 30 days prior to entry on duty.

1. Standard Form (SF) 85P, "Questionnaire for Public Trust Positions", (original and one (1) copy)
2. SF 85 P-S: Supplemental Questionnaire for Selected Positions" (original plus one copy) note: this form is used for guards or detention officers only.
3. Form FD-258, "Fingerprint Card" (two copies)
4. Foreign Born Relatives Form (original and one copy)
5. Form I-9 "Employment Eligibility Verification" or birth certificate (if a US citizen)

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

1. Verification of employment history (dates, salary, job titles and duties for the most recent 5 years)
2. Reason for leaving employment
3. Would employer re-hire the applicant
4. Name of person contacted
5. Name of employee doing the interview on behalf of the contractor

Necessary forms, except the Form I-9, shall be provided by the government upon completion of successful negotiation at the time of award of the contract. Only complete security packages shall be accepted by INS contract security. Specific instructions on submission of packages shall be provided upon award of the contract.

The contractor shall appoint a senior official to act as the Security Officer. This individual shall interface with the INS Contract Security Office, and 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.

After a waiver has been granted to commence working, the contractor must submit within twenty-one (21) days, the results of a drug screening on the applicant, to the COTR. Such tests shall be obtained from a National Institute of Drug Abuse (NIDA) approved laboratory and screened for the presence of the following drugs or drug classes: amphetamines, cocaine metabolites, opiates (morphine/codeine), phencyclidine (PCP) and marijuana metabolites. (The INS reserves the right to expand the list above to include additional drug/drug classes). Contractor shall ensure that all federal, state, and local legal procedures are followed. Whether or not included in these procedures, with regard to the specimen, contractor must ensure that the confirmations are correct and that an adequate chain of custody procedure exists and is followed.

Drug screening for cause may be required by INS at any time. If the contractor has a random drug screening program, the results of each screening shall be provided to INS immediately.

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

For those employees cleared through this process while employed by one contractor, who is subsequently replaced by another contractor, the new contractor is not required to submit another set of these forms unless specifically requested to do so by the COTR.

INS reserves the right and prerogative to require the contractor to remove any contract employee from the INS contract, terminate the services and restrict access to the facility of any contractor employees who may be an offender, or whose personal habits, criminal history or inclinations are in conflict with DOJ standards of conduct, 28 CFR 45.731.1 through 45.731.26 or who otherwise may be a security risk. The contractor shall notify the Contracting Officer through the COTR of all employee resignations, terminations, or transfers.

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

The contractor must agree that each person employed by his firm or any subcontractor(s) shall: 1) have a social security card issued and approved by the Social Security Administration; 2) shall be a United States Citizen; or, 3) a person lawfully admitted into the United States for permanent residence, and have resided in the U.S. for the last five (5) years; 4) possess a high school diploma, or equivalent (GED); and, 5) have no criminal record. Each employee of the contractor, and of any subcontractor(s), must complete and sign a Form I-9, "Employment Eligibility Verification", before commencing work. The contractor shall retain the original Form I-9 and shall furnish the COTR a copy of the Form I-9 before the employee commences work. The contractor shall be responsible to INS for acts and omissions of his own employees and of any subcontractor(s) and their employees.

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

F. The contractor must comply with the following requirements:

1. Education and Experience. As a minimum, contractor employees shall possess a high school diploma or GED certificate and have at least two (2) years of experience that demonstrates the following:
 - (a) The ability to greet and deal tactfully with the general public.
 - (b) A clear capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate to the extent of being able to read and interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports which contain the informational value required by such directives.
 - (c) Each officer shall possess good judgement, courage, alertness, an even temperament, and render satisfactory performance by conscientiously acquiring a good working knowledge of his position responsibilities.
 - (d) The ability to maintain poise and self-control during situations that involve mental stress; this entails being able to withstand the accompanying excitement of fires, explosions, civil disturbances, and building evacuations.
 - (e) Any type of military service may be credited toward meeting the requirements in (a) through (d) above. Where experience needs to be substituted in lieu of the required education, or vice versa, a written request for the necessary waiver shall be made by the contractor for each employee affected. All waiver requests shall be transmitted through the COTR to the Contracting Officer for review and approval prior to any employee being assigned to duty under this contract.

2. Standard Requirements. The following standards apply:
 - (a) Supervisors must be trustworthy individuals who have a minimum of three (3) years successful detention experience in supervisory positions, or who have been advanced into supervisory positions through normal merit promotions within the contractor's organization. This does not pertain to administrative, clerical or janitorial/maintenance staff who do not provide instructions or direction to detainees.
 - (b) All contractor employees shall be a minimum of 21 years of age. This age requirement may be waived for veterans of the Armed Forces after written requests are made by the contractor to the COTR.

- (c) All contractor employees shall have as a minimum one year's 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. This does not pertain to administrative, clerical or janitorial / maintenance staff who do not provide instructions or direction to detainees.

3. Health Requirements. The contractor shall not assign at any time any employee who is not in good health, without physical defects or abnormalities which would interfere with performing detention duties. All security officers who work under this contract must have passed a medical examination conducted and approved by a licensed physician prior to initial assignment. Prior to the officer's initial assignment or reassignment to the facility and at least annually thereafter, the contractor shall certify in writing to the COTR that each employee is in full compliance with the following:

- (a) Employees must be free from any serious physical illnesses, ailments, or maladies, including epilepsy, or other diseases that may be transmitted to and result in the disablement of other persons.
- (b) They must have binocular eyesight and be able to distinguish primary colors. Contractor employees must be able to read at least 20/60 in each eye without the use of corrective lenses or must be able to read at least 20/20 in each eye with corrective lenses. Any employee whose driver's license requires corrective lenses must wear them while on duty.
- (c) Employees are required to be able to hear adequately. Adequate hearing is hearing with normal speech range not to exceed a loss of 30 decibels in both ears or 35 decibels in the poorer ear, without the use of hearing aids.
- (d) No employee can be accepted who has heart, lung, skeletal, or other physical defects which would impair his ability to perform effectively in either normal or emergency situations.
- (e) All personnel shall possess unimpaired use of hands, arms, legs, and feet. Everyone must be able to run when necessary, and must be capable of handling portable fire extinguishers, building fire hoses, and related equipment.
- (f) Employees shall be able to wear all necessary personal equipment, or other protective items for civil disorders or rescue work.
- (g) Employees must be mentally alert and emotionally stable; absence of detectable neurotic or psychoneurotic conditions which would adversely affect their ability to act properly during situations involving mental stress is required.
- (h) Any changes in the employees health status as it pertains to items (a) through (g) above, shall be immediately reported to the COTR.

4. Removal From Duty.

- (a) If the Contracting Officer or his designee receives disqualifying information on a contractor employee, he shall direct that the contractor immediately remove the employee from performing duties under this contract or any other INS contract. The contractor must comply with all such directions. When any employee is removed from duty under these circumstances, the contractor shall revoke his identification credentials as necessary and properly 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:
- (i) Conviction of a felony, a crime of violence, or a serious misdemeanor.
 - (ii) Possessing a record of arrests for continuing offenses.
 - (iii) Falsification of information entered on suitability forms.
- (b) INS may direct that the contractor immediately remove from assignment to this contract any employee(s) who has/have been disqualified for either security reasons or for being unfit to perform their required duties as determined by the COTR or Contracting Officer. The contractor shall immediately notify the COTR when the employee is removed from duty. The contractor must comply with this direction. A determination of being unfit for duty may be made from, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:
- (i) Violation of the Rules and Regulations Governing Detention Facilities set forth in INS Publications entitled "Detention Officer Handbook" and "INS Administrative Manual, Section 2798."
 - (ii) Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the security program at the work sites.
 - (iii) Falsification of 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.
 - (iv) Theft, vandalism, immoral conduct, or any other criminal actions.
 - (v) Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects.
 - (vi) Unethical or improper use of official authority or credentials.
 - (vii) Unauthorized use of communication equipment or Government property.

- (viii) Misuse of weapons.
 - (ix) Violations of security procedures or regulations.
 - (x) Recurring tardiness.
 - (xi) Possession of alcohol or illegal substances while on duty.
 - (xii) Undue fraternization with detainees as determined by the COTR.
 - (xiii) Repeated failure to comply with visitor procedures as determined by the COTR.
 - (xiv) Performance, as determined by investigation by the Contracting Officer involving acquiescence, negligence, misconduct, lack of diligence, good judgement, and/or good common sense resulting in, or contributing to, a detainee escape.
 - (xv) Failure to maintain acceptable levels of proficiency or fulfill training requirements.
- (c) For changes in an employee's ability to meet the physical and/or mental health requirements of this contract, INS reserves the right to require the contractor to remove, suspend or reassign employees under this contract.
 - (d) Employees removed under this contract cannot be employed on any other INS contract.
- G. All contractor staff, with the exception of administrative and clerical staff, will be in uniform while on duty. The uniforms worn by contractor employees will be readily distinguishable in color and style from official uniforms worn by INS employees. Uniforms will be furnished to the contractor staff at no expense to the Government.
- H. The contractor shall not assign nor permit any uniformed employee to work under this contract more than a total of 12 hours of any 24 hour period. This shall include time employed not within the scope of this contract. All employees shall have a continuous eight (8) hour rest period within each twenty-four (24) hour period.
- I. The contractor shall immediately notify the COTR of any employee(s) terminations, suspensions, resignations, or any other adverse personnel actions taken for any reason.

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** See Section F – Deliveries or Performance – Submittal Date. (Submittals shall be submitted through the COTR to the Contracting Officer).

SUBSECTION 3. TRAINING

- A. The contractor shall establish an overall training program for all employees which incorporates the mandatory training requirements listed below as well as other related training courses developed by the contractor which are necessary for the successful operation of the facility. The contractor shall provide a training plan which shall include: course descriptions; detailed lesson plans which include subject matter and methods of presentation; course objectives; student evaluation procedures; instructor(s), the location, and duration of training. The training plan shall be submitted to the COTR for review and approval by INS no less than 30 days prior to implementation. *
- B. Under no circumstances shall a contractor employee perform duties under this contract until all initial training, or refresher training as required in this subsection, is successfully completed and certified by the contractor in writing to the COTR for each individual employee. The COTR must provide written approval prior to any employee being assigned to perform any duties under this contract.
- C. The contractor shall ensure that the mandatory training as described in paragraph H. below, as well as the training required to be developed by the contractor in accordance with paragraph A. above, is provided to all employees. The contractor may either provide the required training or have an institution acceptable to the government provide the training. Failure of any employee to successfully complete mandatory training is sufficient reason to disqualify him/her for duty. All instruction shall be conducted by certified instructors. Instructors shall be certified by a state or nationally recognized institution unless otherwise approved in writing by the COTR or the Contracting Officer. All aspects of the training and all types of documentation associated with these programs are subject to evaluation, monitoring, and approval by the Contracting Officer or his designee. The contractor shall provide monthly documentation of the training completed for each employee, including but not limited to the amount of training hours, type of training, date and location of training, and name of the instructor, to the Contracting Officer. *
- D. The contractor shall provide all "clerical/support employees" who have minimal detainee contact with 22 hours of training in addition to orientation to be completed within 14 days of employment and prior to being assigned to autonomous duties. The courses annotated (*) in paragraph H. below are mandatory courses. All employees in this category shall be given annual refresher training. Refresher training shall consist of the mandatory training annotated (*) in paragraph H. below, and shall occur each subsequent year of employment. Reference paragraph B. above.
- E. The contractor shall provide all "support employees" who have regular or daily contact with detainees with 41 hours of training in addition to orientation which must be completed within 14 days of employment and prior to being assigned to autonomous duties. All of the mandatory training courses described in paragraph H. below shall be included in the 41 hours of training required under this paragraph. All employees in this category shall be given annual refresher training. Refresher training shall consist of the mandatory training described below, excluding H.(21)(e) and(f), and shall occur each subsequent year of employment. Reference paragraph B. above.

- F. The contractor shall provide all "security personnel" with a total of 160 hours of training and orientation during their first year of employment. The contractor's training shall include 80 hours of training in addition to orientation which must be completed within 14 days of employment and prior to being assigned to autonomous duties. All of the mandatory training courses described in paragraph H. below shall be included in the 80 hours of training required under this paragraph. All employees in this category shall be given annual refresher training. Refresher training shall consist of the mandatory training described below. Refresher training shall occur each subsequent year of employment. Reference paragraph B. above.
- G. The contractor shall provide each member of the facilities managerial staff with all of the mandatory training courses described below. These courses shall be completed within 14 days after employment. In addition, the managerial personnel shall complete 24 hours of general management training, during the first year and each subsequent year of employment.
- H. The following is a list of mandatory training subjects and minimum hours of training that shall be included in the employees training program:
- (1) Constitutional Law (1 hr);
 - (2) Ethics and Authority of Guards (2 hrs);
 - (3)* Personnel Identification, Entry, and Exit Control (2 hrs);
 - (4)* Identification and Control of Property (2 hrs);
 - (5) Methods of Sabotage and Espionage (1 hr);
 - (6)* Note Taking and Report Writing (4 hrs);
 - (7)* Telephone and Radio Communication (2 hrs);
 - (8) Security Patrol Methods and Observation (2 hrs);
 - (9)* Preliminary Medical Assistance and Health Care Services (8 hrs) Including CPR;
 - (10) Detention and Use of Force (2 hrs);
 - (11) Self Defense (1 hr);
 - (12) Response To Crimes and Conducting Incident Inquiries (2 hrs);
 - (13) Fingerprinting (1 hr);
 - (14)* Human Relations (1 hr);
 - (15) Handling Disorderly Conduct, Civil Disturbances and Other (Riot) Incidents (3 hrs);
 - (16)* Roles of Local, State, and Federal Law Enforcement Agencies (1 hr);
 - (17) Preserving a Crime Scene (1 hr.)
 - (18) Courtroom Demeanor (1 hr.)
 - (19)* Cultural & Ethnic Sensitivity (2 hrs.)
 - (20) Escort of detainees including vehicular transport (2 hrs.)
 - (21) Orientation (8 hrs);
- (a)* Authority of Supervisors and Organizational Code of Conduct and Federal Standards of Conduct.
 - (b)* General Information and Special Orders For The Facilities To Be Protected Under This Contract.
 - (c)* Security Systems and Operational Procedures For The Premises That Shall Be Protected.
 - (d)* Facility Self-Protection Plan or Emergency Operational Procedures For The Locations To Be Protected.
 - (e) Transportation route familiarization.
 - (f) Custody and detainee escort requirements and procedures.

- I. The contractor shall comply with the requirements of Subsection 1, paragraph B. by including the development and implementation of a measurable proficiency testing program covering all aspects of the facility operation. The contractor shall conduct a written proficiency exam for each employee under this contract at least annually. All new employees shall be tested initially within the first 30 days of employment under this contract. The contractor shall provide written documentation to the COTR, upon completion of each proficiency test, that certifies each employee has obtained, or is maintaining, the stated minimum level of competency. In the event an employee fails to meet the stated proficiency standards, the contractor shall immediately remove the employee from performance of duty under this contract. The contractor may elect to provide the appropriate remedial training and shall provide the documentation referenced above to the COTR prior to reassignment to duty. In addition to the annual proficiency test, INS reserves the right to have any individual employed under this contract tested by the contractor for proficiency. The results of the employee's proficiency test shall be maintained by the contractor and available upon request for review by INS. The contractor's proficiency program is subject to the review and approval by INS prior to being administered to the employees.

- * See Section F – Deliveries or Performance – Submittal Date. (Submittals shall be submitted through the COTR to the Contracting Officer).

SUBSECTION 4. RECORDS AND REPORTS

- A. The contractor shall provide written plans, policies and procedures that describe the format and reporting criteria for all records and reports. * All written plans, policies and procedures shall be maintained in both written manuals as well as electronic format. The electronic format must be in a common software format; that is compatible with the Service's software. The contractor shall maintain all logs and records required to operate and document both the operational and personnel aspects of the facility and to comply with the requirements of this contract. All logs and records shall be maintained at the facility either in the control room housed in security file cabinets or in locked cabinets located within a properly secured and controlled file room. The file room shall be located within the Administrative area of the facility. INS officials shall have the right to inspect any and all records, upon demand, at any time during the term of the contract or thereafter as specified below. INS reserves the right to require other records in addition to those listed below. All reporting requirements contained within this contract shall comply with this paragraph.
- B. The contractor shall not destroy any logs and records pertaining to this contract. At the completion or termination of this contract, the contractor shall turn over all logs and records as directed by the Contracting Officer. All logs and records generated as a result of this contract will be considered the property of the Government.
- C. The contractor shall record the following intake booking information for every person admitted to the facility:
- (1) Picture;
 - (2) Alien "A" file number;
 - (3) Date of admissions;
 - (4) Name of person;
 - (5) Place of apprehension;
 - (6) Current address (or last known address); and phone number of close relative or in the alternative a responsible contact person;
 - (7) Form I-203, Order To Detain Or Release An Alien;
 - (8) Name, title, and signature of delivering officer;
 - (9) Name, title, and signature of receiving officer;
 - (10) Sex;
 - (11) Age;
 - (12) Date of birth;
 - (13) Place of birth/ Nationality;
 - (14) Race;
 - (15) Health status (receiving screening);
 - (16) Notation of cash and all property; and
 - (17) Additional information concerning special custody requirements (i.e. classification), service needs, or other identifying information;
- D. The contractor shall maintain custody records on all detainees assigned to the facility, that contain:

- (1) Intake booking information;
 - (2) Cash and property receipts;
 - (3) Reports of disciplinary actions, incidents or crime(s) committed while in custody; and
 - (4) Release information;
- E. The contractor shall maintain a daily control post log of all activities, security checks, headcounts, and daily manifest. These reports shall be provided to the COTR upon request. *
- F. There shall be written policy and procedure requiring immediate reporting of all incidents that result in physical harm to or threaten the safety, health, and welfare of any person in the facility, or that threaten the security of the facility to the COTR or the Designated Service Official. *
- G. There shall be written policy and procedure identifying those persons within the facility and other authorized persons who have direct access to detainee records. *
- H. The contractor shall provide written policy and procedure governing record and report management including but not limited to the establishment, utilization, content privacy, security, preservation and transfer of records to INS. *
- I. The contractor shall furnish, on a daily basis, a manifest of all aliens currently detained in the facility. The manifest shall contain the following information for each detained alien:
- (1) "A" File Number (system of numbering supplied by INS)
 - (2) Office received from
 - (3) Name
 - (4) DOB
 - (5) Sex
 - (6) Nationality
 - (7) Date of arrival
 - (8) Number of days the detainee has been in the facility.
- J. The contractor shall provide electronic access to the aliens records including medical records. The access may include connectivity via a LAN system or by at least three terminals within the Service office space. The alien's records shall include at least all the items in item "I" of this section. Medical records review shall be limited to Service personnel identified by the Supervisory Detention and Deportation Officer or the Officer in Charge.
- K. Business and financial records maintained by the contractor for the general function of its business, and not maintained as a close and necessary adjunct of this contract are not covered by the FOIA or the PA. For example, personnel records of contractor employees are not governed by the provisions of the FOIA and the PA.
- L. At the completion, or termination of this contract, the contractor shall, upon written request of the INS, turn over all records required for the operation and performance of this contract to the INS.
- * See Section F – Deliveries or Performance – Submittal Date. (Submittals shall be submitted through the COTR to the Contracting Officer).

SUBSECTION 5. PHYSICAL PLANT

- A. The contractor shall not change or modify any drawings, schedules, specifications, or documentation provided under this solicitation or contract, without prior written direction or approval of the Contracting Officer. The contractor shall provide a complete set of construction drawings, schedules, and cut sheets at the 35% and 100% design stage for review and concurrence by the Contracting Officer. * The 100% design shall be provided to the Contracting Officer at least 60 days prior to commencement of construction. For facilities that are already constructed, the contractor shall provide a copy of the physical plant design as it currently exists and any proposed changes that would be needed to comply with this solicitation.
- B. The contractor must ensure that the facility conforms to all applicable zoning ordinances or, has obtained an approved variance under such laws, codes or zoning ordinances. The contractor shall demonstrate to the INS compliance with the above requirements prior to occupancy. *
- C. The facility shall conform to all applicable state and local building and fire codes and applicable licensing requirements. The contractor shall obtain all State or local licenses for the operation of the facility which indicate compliance with all building codes. In those cases where a license is not issued, letters or certificates of compliance are acceptable. In the event the facility is not subject to local (city and/or county) building codes, state codes shall be applied. In the event state codes are not available or applicable, appropriate national codes shall be applied. The contractor shall demonstrate compliance with the above requirements to the INS prior to occupancy. *
- D. Evidence must be made available by the contractor, when requested, that the interior finishing material in all living areas, exit areas and places of public assembly is in accordance with recognized national fire safety codes. * No facility furnishings, ceilings, partitions or floors shall be constructed of foamed plastics or foamed rubber unless the fire performance characteristics of the materials are in conformance with all the applicable building and fire codes.
- E. The contractor shall provide a facility which ensures the safety, privacy, and basic human rights of all detainees. The contractor shall provide a facility which meets all the requirements and scope of this contract, including but not limited to; accessibility, habitability, and protection of the general welfare of the detainees as well as all persons requiring access to the facility. Failure of the contractor to provide a fully functional and operable facility for the use intended shall be considered a failure to perform the material aspects of this contract, unless such failure results from circumstances beyond the contractor's control. The facilities under this contract shall be for the exclusive use of the INS. No prisoners, inmates or detainees from any other Federal, State, County, or City agency are to be housed in the contract facilities without specific advance written INS approval.
- F. The contractor shall meet the minimum design and space requirements described herein. If standards are not specifically stated, the American Correctional Association current as of the date of this solicitation, "STANDARDS FOR ADULT LOCAL DETENTION FACILITY" are applicable and shall be met.
1. All single rooms or cells in the detention facility shall have at least 60 square feet of floor space, provided detainees spend no more than 10 hours per day locked in. When confinement exceeds 10 hours per day, there shall be at least 80 square feet of total floor space per occupant.

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- (a) The rooms or cells in the facility shall have, at minimum, access to the following facilities:
 - (1) wash basin and drinking water;
 - (2) toilet and shower facilities;
 - (3) hot and cold running water;
 - (4) a bed and mattress above floor level;
 - (5) a locker (secured to wall or floor) with individual lock; and
 - (6) natural light.
 - (b) The facility shall comply with and there shall be documentation as required by INS from an independent, qualified source acceptable to the Contracting Officer, that: *
 - (1) lighting is at least 20 foot candles at desk level and in the personal grooming area;
 - (2) circulation is at least 15 cubic feet of circulated air with a minimum of 5 cubic feet of outside air per human occupant;
 - (3) Winter temperature range is 68 - 74 degrees Fahrenheit. Summer temperature range is 72 - 78 degrees Fahrenheit.
 - (4) noise levels do not exceed 70 decibels in daytime and 45 decibels at night.
2. Multiple occupancy rooms (dormitories) shall house no less than 4 and no more than 40 detainees each, who have been screened prior to admission for suitability to group living. Dormitories shall be physically separated from day rooms and active exercise areas.
- (a) The rooms shall provide:
 - (1) continuous observation by staff;
 - (2) a minimum floor area of 50 square feet per occupant in the sleeping area and a clear floor to ceiling height of not less than 8 feet;
 - (3) toilet and shower facilities;

Male: A minimum of one operable toilet for every twelve males and a minimum of one operable shower for every eight males.

Female: A minimum of one operable toilet and one shower for every eight females.

- (4) one operable wash basin with hot and cold running water for every twelve occupants;
 - (5) natural light;
 - (6) beds above floor level;
 - (7) a locker for each occupant with individual lock;
 - (8) electrical lights to supplement natural light as required.
- (b) The facility shall comply with, and there shall be documentation as required by INS from an independent, qualified source acceptable to the Contracting Officer, that: *
- (1) lighting is at least 20 foot candles at desk level and in the personal grooming area;
 - (2) circulation is at least 15 cubic feet of circulated air with a minimum of 5 cubic feet of outside air per human occupant;
 - (3) Winter temperature range is 68 - 74 degrees Fahrenheit. Summer temperature range is 72 - 78 degrees Fahrenheit.
 - (4) noise levels do not exceed 70 decibels in daytime and 45 decibels at night.
3. The contractor shall provide one segregation room for each twenty-five (25) detainees. The contractor shall provide a minimum of thirty - six (36) segregation rooms under this contract. All segregation rooms shall have:
- (a) The following physical characteristics;
 - (1) a floor area of at least 70 square feet;
 - (2) a bed above floor level, desk or writing space and stool; and
 - (3) a door which permits observation by staff, and a room design which permits detainees to communicate with staff.
 - (b) Continuous access to the following facilities
 - (1) above floor toilet facilities;
 - (2) hot and cold running water;
 - (3) natural light; and

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- (4) access to showers which are separate from the other living areas.
- (c) The following characteristics as documentation by an independent, qualified source acceptable to the Contracting Officer, that: *
 - (1) lighting is at least 20 foot candles at desk level and in the personal grooming area;
 - (2) circulation is at least 15 cubic feet of circulated air with a minimum of 5 cubic feet of outside air per human occupant;
 - (3) Winter temperature range shall be 68 - 74 degrees Fahrenheit. Summer temperature range shall be 72 - 78 degrees Fahrenheit.
 - (4) noise levels do not exceed 70 decibels in daytime and 45 decibels at night.
4. The contractor shall provide an alien reception and release/intake area located inside the security perimeter but outside detainee living quarters, with the following components:
 - (a) One detainee search room of at least 30 square feet.
 - (b) Four (4) temporary holding rooms "Type A", as defined by the INS, "HOLD ROOM DESIGN STANDARDS," ABRIDGED EDITION, ATTACHMENT #1. Two (2) hold rooms shall have a minimum capacity of 20 persons. The remaining two (2) hold rooms shall have a minimum capacity of 5 persons each.

Each holding room shall have HEPA filtration if air is recirculated into the system. Each hold room shall have the capability for the viewing of Government supplied Detainee Rights video (TV/VCR/DVD).
 - (c) Processing area with counter and space for ID/photo/fingerprint of detainees.
 - (d) Medical screening room. See attachment 8.
 - (e) Shower facilities (one for every ten individuals in the intake area); 5_ showers required.
 - (f) Secure vault or room with property exchange counter for the storage of detainee personal property; at a minimum, one or more rooms containing at least 1500 cubic feet total for storage of detainee property; contractor shall provide shelving and/or a storage system for baggage and bulk storage including alien's personal clothing.
 - (g) Detainee institutional clothing exchange and storage room.
 - (h) INS furnished and installed telephone facilities; (minimum of four (4)) - one in each hold room. (Reference Subsection 13., paragraph F.).
 - (i) 60 square foot interview/visitation room.
 - (j) Three (3) secure 100 square foot rooms with window in door in the intake area for INS use to process and interview detainees. The rooms shall have computer terminal drops and sufficient electrical outlets for computers, typewriters or other necessary equipment, i.e., INS phone lines. These rooms are for INS use only.
5. Two (2) weapons lockers, located outside the security area, and equipped with a minimum of twelve (12) individual compartments, each compartment with an individual lock and key. One weapons locker shall be located outside the door at the reception and release area and one weapons locker shall be located in the front public entrance.
6. When males, females and family units house detainees in the same facility they shall be provided separate quarters which are separated visually and acoustically and do not allow unauthorized access between the separate areas.

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7. The contractor shall provide physical security measures to ensure personnel, detainees, and property are adequately safeguarded. The facility design shall incorporate a security perimeter which prevents unauthorized ingress and egress from either within or outside the facility.
8. All entrances and exits to and from the security perimeter (other than emergency exits) shall be by way of a secure sally port. There shall be a secure sally port outside the reception and release area that is large enough to accommodate Two (2) commercial (50 passenger) buses at the same time. An additional sally port shall be located near the INS detention temporary hold cells designed to hold one commercial bus. Access shall be such that the bus does not have to access / egress by backing up. Provide access to water and electrical outlets in secure parking area or sally port to be used by detainee volunteers wash and clean out Government vehicles. Government to provide necessary supplies.
9. The facility shall have travel distances to exits within the limits specified by the Life Safety Code Handbook, published by National Fire Protection Agency, as follows:

<u>AREA</u>	<u>NON SPRINKLED</u>	<u>SPRINKLED</u>
Dormitory	100 Feet	150 Feet
Work Area	100 Feet	150 Feet
High Hazard Areas	75 Feet	75 Feet
Dining, Recreation	100 Feet	200 Feet
Office Areas	200 Feet	300 Feet

10. There shall be at least two identifiable exits in each detainee housing area/cell block and other high density area to permit the prompt evacuation of detainees and staff under emergency conditions. The location of the exits shall be in accordance with the applicable fire codes.
11. There shall be space for the secure storage of restraining devices and related security equipment. The equipment shall be located in an area which is readily accessible to authorized persons only.
12. The facility shall contain 19,250 square feet of day room space or day rooms must provide a minimum floor area of 35 unencumbered square feet per detainee expected to occupy the area at one time and be situated immediately adjacent to the detainee sleeping area. The contractor shall provide sufficient day room space dedicated to social or sedentary indoor activities. The total square footage utilized for day room space must be acceptable to INS.
13. The contractor shall provide sufficient indoor recreational equipment to support an active and passive recreation program.
14. There shall be two (2) separate indoor exercise areas of an additional 1,000 square feet each of unencumbered space with a ceiling height of 18 feet. These areas should contain equipment appropriate for indoor exercise and recreation needs.
15. There shall be a minimum of one outdoor exercise area of a size consistent with the size of the detainee population and scheduling requirements. Outdoor exercise areas in facilities where 100 or more detainees utilize one recreation area--15 square feet per detainee for the maximum number of detainees expected to use the space at one time, but not less than 1500 square feet of unencumbered square feet. Outdoor exercise areas in facilities where less than 100 detainees have unlimited access to an individual recreation area--15 square feet per detainee for the maximum number of detainees expected to use the space at one time, but not less than 750 square feet of unencumbered square feet. Each outdoor recreation area shall be of sufficient square feet as described above and contain equipment appropriate to outdoor exercise needs.
16. All dayroom and outdoor recreation requirements shall be in accordance with American Correctional Association, "STANDARDS FOR ADULT LOCAL DETENTION FACILITIES (including the most current standards)." Exceptions will be made for a facility that has current accreditation and was accredited under pre-existing ACA standards.

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17. Visitation
 - A. The facility shall contain a minimum of three (3) contact visiting rooms of, 75 square feet each. Contact visiting rooms must be sufficiently soundproofed to maintain audio privacy for persons within those rooms.
 - B. The facility shall contain a minimum of Sixteen (16) additional non-contact cubicles. These cubicles must be sufficiently soundproofed to maintain audio privacy for normal conversations.
18. The contractor shall provide space for its administrative, professional and clerical staff, which shall include conference rooms, employee lounge, male/female locker room with showers and toilets, storage room for records, public lobby with toilet facilities.
19. There shall be at least two multipurpose rooms, in addition to the dayroom, available for detainee activities such as religious services, educational programs or library in each room. Floor area in an amount of 1,005 square feet (200 square feet for the first 100 aliens and one square foot for each additional alien of capacity) shall be provided.
20. Separate rooms shall be dedicated for both male and female detainees to obtain hair care services. The rooms shall be located so as to permit observation by staff and not be used for food preparation or storage.
21. There shall be closets for the storage of cleaning equipment which are well ventilated and furnished with a sink and located in each principal area of the facility. All closets shall be tamper resistant, secure, and inaccessible to detainees. Cleaning chemicals shall not be stored within the dorm/dayroom areas. Access to storage rooms containing cleaning chemicals shall not be from within the detainee dorm/dayroom areas. Only contractor personnel are authorized to dispense cleaning chemicals to the detainees. These chemicals shall be appropriately diluted prior to dispensing to the detainees.
22. The contractor shall provide storage space for clothing, bedding and facility supplies and equipment. Areas shall be secure and inaccessible to detainees. All materials shall be securely stored within the designated storage rooms. Temporary storage of these items outside the designated rooms shall not be permitted.
23. The contractor shall provide separate and adequate space for all mechanical maintenance equipment, as well as appropriate building and grounds maintenance equipment. This component includes shop, storage spaces and staff work spaces required for the physical upkeep of the facility and site.
24. The contractor shall provide in the medical (health care) unit, in addition to office space, examining room(s) and secured storage the following rooms: (See attachment 8)
 - a. Four (4) general medical wards, each capable of housing four (4) detainees, with a toilet and sink in each room.
 - b. Two (2) Respiratory Isolation rooms, each capable of housing one (1) detainee, with a toilet and sink in each room. Each room shall have an atrium with a hand washing sink.Each room shall:
 - (1) conform to "Type A" hold room requirements, (Attachment #1).
 - (2) contain a ventilation system in conformance with "Supplement 3: Engineering Controls," Guidelines for Preventing the Transmission of Mycobacterium tuberculosis in Health - Care Facilities, 1994, as provided in the INS Health Care Program Policy Manual (see Subsection 8).
 - b. A common bathing room which includes a handicap-accessible bath tub to be used by all medical isolation rooms.
 - c. A secured room in which to accommodate a pharmacy. The room shall have a cashier type window to distribute medication. Additionally, all windows and doors are to be alarmed and unique locks shall be installed on all medication storage cabinets.

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25. Contractor shall provide, as a minimum, office space for the following government personnel:

(a) Requirements for EOIR Staff:

<u>Title</u>	<u>Office Type</u>	<u>Number</u>	<u>Sq. Ft./Unit (W/O circ.20%)</u>	<u>Total Sq.Ft. (W/circ.20%)</u>
Imm. Judge	Private	3	150	540
Support Staff	Open	9	83	897
Shared ADP Wk St		3	60	216
* Secure Hearing Room	Private	3	600	2160
Corridor		1	0	120
Case File Rm.--Cabinets		45	18	648
** Telephonic/Video Hearing- Conference Room		1	200	240

Requirements per office:

Reception/Waiting	Open	1	200	240
Mgmt. Off.	Private	1	130	156
Law Clerk	Private	1	125	150
Storage	Private	1	200	240
*** Break Rm.	Private	1	150	180
ADP	Private	1	120	144
*** Restroom-M	Private	1	50	60
*** Restroom-F	Private	1	50	60

* Hearing rooms to be complete with dias and sally port to the security perimeter, and shall at a minimum include the following: A table for the detainee and his/her attorney(s), a lectern, and rail dividing the public from the court. The hearing rooms should be designed to provide optimum acoustics. Provide standard gypsum board with metal stud framing, equipped with insulation material within the wall structure to reflect an S.T.C. rating of 40-45 or equivalent. Security and communication systems to be provided in the hearing room include a microphone, a telephone/external speaker phone (telephone equipment capabilities shall include telephonic transmissions via full duplex provisions), duress alarm signal at the judge's bench and video monitoring of the space.

* INS shall furnish the hearing rooms with the following courtroom furnishings:

- A- Judges' bench
- B- Pews for public seating

The contractor shall ensure that any stairwells and doorways for access to the courtroom shall accommodate the installation and removal of the furnishings to and from the facility. All such doors shall be a minimum of 42 inches wide.

** The Telephonic/Video hearing-conference room shall have a large conference table capable of seating a minimum of six (6) people; as well as separate seating for five (5) people within the room; provide standard gypsum board with metal stud framing, with an S.T.C. rating of 40-45 equivalency.

*** If these rooms are co-located with other INS personnel, separate rooms are not required for the Immigration Judge's Staff. However, the rooms must be located adjacent to the Immigration Judge's staff to permit access without having to pass through the detention areas.

- (b) Attorneys: 2 private offices of 150 square feet each.
- (c) Attorneys' clerical staff (2 employee): 60 square feet each located adjacent to attorneys' offices.

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- (d) Supervisory Detention and Deportation Officer: 2 private offices of 200 square feet each to be located in the administrative area.
 - (e) Deportation Officer 11 private offices of 120 square feet each to be located in the administrative area. 800 square feet of open space for Deportation Clerks with electrical and ADP service for 12 locations.
 - (f) INS Detention Operations. There shall be a separate area for INS Detention Operations. This space shall be near INS Deportation Operations, however there must be a locking door separating INS Detention space from INS Deportation space and/or INS EOIR space.
 - (1) Within the INS Detention Operations area there shall be the following:
 - (a) Temporary holding cells with HEPA filters on exhausted air if circulated back into the system for:
 - (i) Capacity of 50 aliens - two (2) cells
 - (ii) Capacity of 5 aliens - four (4) cells one of which has three (3) secured beds (no benches)Temporary hold cells are to be soundproofed from all offices.
 - (b) Supervisory Detention Enforcement Officers: 1 private office for four (4) Supervisors 500 square feet with full view of Detention Operations Area.
 - (c) Chief Supervisory Detention Enforcement Officer: 1 private office of 120 square feet.
 - (d) Detention processing area: 1875 square feet to include the following:
 - (i) One multilevel 12' X 4' processing counter with electrical and computer outlets.
 - (ii) One 16' X 4' processing table for enforcement processing to accommodate 4 aliens and 4 officers.
 - (iii) One or more benches to accommodate 25 aliens within the processing area.
 - (e) Squad Room: 1300 square feet. Room must be adjacent to the Detention processing area with clear visibility from one room to another.
 - (f) Consulate Interview Rooms: Three (3) rooms, 120 square feet each. Rooms must be adjacent to the Detention processing area, and the inside of each room must be visible from the Detention processing area for security reasons.
 - (g) Secure Property room with shelving (approximately 70 square feet) for use by INS.
26. Contractor shall provide public areas as follows: public waiting room, public receptionist/security post with counter, public weapon lockers, small lockers for purses, visitor processing area with metal detector, a drinking fountain nearby, vending machines, public telephones, and public restrooms.
27. The shared INS/EOIR waiting shall have contractor provided security during normal business hours. The exterior entrance into the waiting room shall have visual and audio monitoring and electronic release located in the Detention Operations Area for after hour control/access. The shared waiting room shall have separate entrances into EOIR and INS space and doors shall have secure windows. There shall be two (2) public telephones available in the waiting room
28. Contractor shall provide 136 free parking spaces, for the exclusive use of the government, as follows:
- | | |
|----|-------------------------|
| 60 | INS employees |
| 35 | INS government vehicles |
| 3 | Buses |

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6	Executive Office of Immigration Review (EOIR)
12	U.S. Public Health Service personnel
10	INS visitors
10	Detainee visitors

Each space to be marked accordingly. Proposed marking of spaces to be approved by COTR before marking. Parking areas must be provided with lighting to allow for adequate security during the night. **PARKING AREA MUST BE SECURE WITH LIMITED ACCESS CONTROL.** Handicapped parking must be provided in accordance with local zoning codes. The parking area for INS and EOIR employees must be near the building and located in a manner that allows easy access to the entrance of the building.

29. Contractor shall provide sufficient parking spaces for contractor employees and visitors either adjacent to or in close proximity to the facility.
30. Contractor shall provide a lunchroom large enough to accommodate government employees. Contractor will provide drinking fountains for employees in the lunchroom and in the Administrative area. Lunchroom shall have a sink with garbage disposal, counter (with electrical outlet), storage space, and space for Government furnished standard size refrigerator with ice maker.
31. The facility shall meet handicapped access requirements.
32. There shall be a separate designated kitchen area for food preparation that fully meets all state and local sanitation requirements.
33. A separate INS Contractor shall provide and install fully wired detainee telephones hookups within the facility. A ratio of one (1) telephone for every twenty (20) detainees or portion thereof will be required. The number of telephones located within each area shall be based upon the maximum capacity of the rooms where installed. Telephones shall be located within all the detainee day rooms, segregation, intake/processing, and outside all hold rooms. One telephone must be installed in a male day room which fully complies with the American Disabilities Act. The telephone hookups must be installed to assure that the telephones are no less than 36 inches apart. (Reference Subsection 13., paragraph F.).
34. The contractor shall provide two (2) temporary holding rooms "Type A", as defined by the INS, "HOLD ROOM DESIGN STANDARDS", ABRIDGED EDITION, ATTACHMENT #1. Each hold room shall be 200 square feet, located adjacent to the three Secure Hearing Rooms. These rooms shall be utilized for the staging of detainees awaiting hearings. Sufficient space located outside the hold rooms is required for a security officer(s). Access shall not be through INS space.
35. The contractor shall provide a securable room for INS files, minimum of 300 square feet to be located in or adjacent to the administrative area.
36. The contractor shall provide a securable room for computers, minimum of 120 square feet with separate climate control system and dedicated electrical circuits to accommodate Government LAN system.
37. All government areas to be equipped with sufficient conduit to wire for computers and Federal telephone system.
38. All government areas to be equipped with adequate and accessible power outlets including dedicated outlets as needed for INS equipment, e.g., copiers, fax machines, computers, etc.
39. Provide 300 square foot conference room and provide conduit and wiring for federal telephone system telephones in or adjacent to the administrative area.
40. The contractor shall provide INS "employee only" male/female locker rooms with restrooms and showers. The contractor shall provide sufficient full size lockers for all INS Detention and Deportation Officers assigned at the facility. A 300 sq ft carpeted exercise room will be located nearby with easy access to these locker rooms. There will need to be two electrical outlets on each wall. The Government will provide the equipment for this room.

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41. The contractor shall provide secure space within the secure perimeter, either a dedicated room or within a multipurpose room, for books and materials to provide a reading area - "Law Library" - in accordance with service policy and procedures. (See ATTACHMENT #4).
42. The contractor shall provide within the INS area a 300 square foot securable room for supplies and equipment.
43. All exterior doors to INS space shall be secured with an electronic card key or equivalent security (lock) system. There shall be an alternate manual locking system in case of electrical failure.

* See Section F – Deliveries or Performance – Submittal Date. (Submittals shall be submitted through the COTR to the Contracting Officer).

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SUBSECTION 6. SAFETY AND EMERGENCY PROCEDURES

- A. The facility shall comply with all applicable federal, state and municipal sanitation, safety and health codes. The contractor shall provide copies of the certificate(s) which document the compliance with these codes to the COTR prior to occupancy. *
- B. The contractor shall provide written policy and procedure which specify the facility's locally approved fire prevention plan and procedures to ensure the safety of staff, detainees, and visitors, to the COTR. * The plan shall include, but is not limited to: provision for an adequate fire prevention service; a system of fire inspection and testing of equipment by a local fire official at least quarterly; and availability of extinguisher at appropriate locations through the facility. There shall be a fire and safety inspection of the facility at least weekly by a properly trained and qualified Safety Officer, and documented to the COTR. A locally certified fire alarm and smoke detection system shall be provided by the contractor covering every area of the facility. All safety and emergency inspections shall conform to the applicable ACA standards. INS may perform inspections as deemed necessary to assure compliance with all Health, Safety and Emergency procedures.
- C. The contractor shall comply with all applicable federal, state, and municipal safety regulations in the performance of this contract. The contractor shall prepare a complete report and provide it to the COTR within 2 working days of any job related injury. *
- D. The contractor shall assure that the facility is a smoke free environment.
- E. The contractor shall prepare a written evacuation and alternate staging plan for use in event of fire, major emergency or should the facility become unfit for its intended use. * The contractor shall obtain written certification from a fire department inspector that the evacuation plan meets national fire safety codes. The contractor shall review the plan annually. The contractor shall update the plan as necessary and reissue to the local fire jurisdiction and the COTR. (See SUBSECTION 10, Paragraph N). The plan shall include:
- (1) location of building/room floor plans;
 - (2) use of exit signs and directional arrows for traffic flow;
 - (3) location of publicly posted plan;
 - (4) at least quarterly staff drills of all facility locations; and
 - (5) temporary staging location and method of controlling detainees removed from the facility during an emergency for a period not to exceed twelve (12) hours or as directed by the COTR.
- F. The contractor shall establish written policy and procedure specifying a primary and secondary means for the prompt release of detainees from locked areas in case of emergency. *
- G. The contractor shall train all facility personnel in the implementation of all written emergency plans. (See SUBSECTION 3, Paragraph H (21)(D)).

- H. The contractor shall provide a written emergency plan * approved by the COTR for evacuating and housing the INS detainees in another location in the case of a natural disaster, fire or other disaster that would require the detainees to be relocated. The emergency plan shall include the mode of transportation, method of evacuation, personnel utilized and an anticipated location of the temporary relocation site.
- I. The contractor shall establish a written policy and procedure governing the storage of all flammable, toxic and caustic materials in accordance with all applicable laws and regulations. (See SUBSECTION 10, Paragraph K). *
- J. The contractor shall ensure that the facility has the fully functional equipment necessary to ensure automatic transfer of services for essential lights, power and communications in an emergency. The contractor shall provide a plan detailing the location of master control panels, valve shutoffs as well as the areas supported by the emergency power and communications systems, to the COTR. *
- K. The contractor shall ensure that all exits are distinctly marked, kept clear and in usable condition.
- L. The contractor shall provide documentation, by an independent qualified source that both the interior finishing materials in living areas, exit areas and places of public assembly conform to recognized national safety codes and are in accordance with the facility materials specifications as prescribed by the project architect. *
- M. There shall be at least two separate and identifiable exits in each detainee living area and other high density areas to permit the prompt evacuation of detainees and staff under emergency conditions. These exits shall lead directly to a hazard free area where direct supervision in accordance with the contractor's approved policies and procedures shall be provided.
- N. The contractor shall install an emergency facility lockdown system comprised of electronic locking mechanism to control all entrances/ exits at the perimeter of the facility. This system shall have a remote override system, with controls located at the central control room. THE FACILITY SHALL ALSO ENSURE THAT ELECTRONIC RELEASE MECHANISMS IN THE CONTROL AREA CAN BE LOCKED OUT IN THE EVENT OF AN EMERGENCY TO ENSURE NO RELEASE MAY BE MADE FROM THE INTERIOR OF THE FACILITY SHOULD THE CONTRACTOR LOSE POSSESSION OF THE CONTROL ROOM.
- O. The contractor shall provide for auxiliary power to operate all emergency lighting, telephones, computers, cameras, electronic locks and other essential security equipment.

* See Section F – Deliveries or Performance – Submittal Date. (Submittals shall be submitted through the COTR to the Contracting Officer).

SUBSECTION 7. SANITATION AND HYGIENIC LIVING CONDITIONS

- A. The contractor shall provide a program for the control of vermin and pests. This program shall include monthly inspections and treatments as necessary. All inspections and controls shall be performed by a licensed pest control specialist. The contractor shall provide documentation of all inspections and corrective actions when accomplished to the COTR. *
- B. The contractor shall provide written certification prior to occupancy that the facility water supply meets all applicable laws and regulations of the governing jurisdiction, to the COTR. *
- C. The contractor shall have a daily housekeeping plan for the facility's physical plant. * The contractor shall make arrangements and be responsible for periodic scheduled cleaning of floors, windows, furnishings, fixtures, and grounds necessary to conform with the applicable health and sanitary requirements. All facility maintenance (including janitorial service) is the responsibility of the contractor.
- D. The contractor shall keep all facility floors, hallways, and exists free of barriers, impediments, and hazardous substances.
- E. The contractor shall provide for both liquid and solid waste disposal.
- F. The contractor shall provide for the issuance of clean, suitable and presentable clothing to all detainees consisting of: A) a uniform or jumpsuit which shall aid in identifying the detainees and their designated classification and work area assignments, B) footwear, and C) three (3) new sets of appropriate undergarments consisting of cotton shorts / briefs, panties, thermal long sleeve top (cotton poly blend), brassieres and socks upon being booked into the facility. Items listed in C) above shall not be reissued to any other detainee and shall be disposed in accordance with the contractor's policy and procedures. Uniforms or jumpsuits shall be cleaned, dried and reissued at least twice weekly, scheduled at least three (3) days apart, to each detainee. The contractor shall provide for the cleaning of undergarments every other day and shall ensure the same undergarments are returned to the appropriate detainee. The contractor shall use individual mesh laundry bags which are identified with the detainee's name/number. The contractor shall ensure that all laundry is cleaned and dried using standard commercial practices. The contractor shall maintain all garments and footwear in good condition and replaced as necessary. The contractor shall provide the appropriate seasonal outerwear when necessary for movement of detainee(s) outside the facility. Detainees shall not be allowed to wear personal clothing or a mixture of issued and personal clothing.
- G. The contractor shall provide for the issuance of suitable linen and towels as described below, to detainees. The standard issue of bedding shall include 2 sheets, 1 pillow, 1 pillow case, 1 noncombustible mattress with cover and clean blankets to provide comfort under existing temperature conditions. (The materials of the items issued must meet current ACA Standards). The contractor shall provide a clean towel and bed linen at least twice weekly, scheduled at least three (3) days apart, to each detainee.

- H. The contractor shall provide at no cost articles necessary for maintaining personal hygiene to each detainee. Each detainee shall have soap, toothbrush, toothpaste or powder, a comb and toilet paper. The contractor shall provide shaving equipment and hair care services upon request, and shall provide for the special hygiene needs of women.
 - I. The contractor shall ensure the water temperature for showers or bathing is thermostatically controlled to ensure the safety of the detainees.
 - J. The contractor shall provide hair care services by individuals skilled in hair care. The facilities used for hair care shall be located so as to permit observation by staff, and equipment shall be stored securely when not in use. The hair care area shall meet all applicable state and local sanitation requirements.
- * See Section F – Deliveries or Performance – Submittal Date. (Submittals shall be submitted through the COTR to the Contracting Officer).

SUBSECTION 8. HEALTH CARE SERVICES

- A. The U. S. Public Health Services (USPHS) will be responsible for providing all health care services provided under contract for detained aliens in the custody of the INS. The USPHS shall provide medical coverage at the facility no less than twenty-four (24) hours per day, seven (7) days per week. See Attachment 8 for space requirements.
- B. USPHS will provide prescribed and over-the-counter medicine, control and administer all medications.
- C. The contractor shall provide security with a minimum of a staff of one at all times. When patients are housed in the infirmary, a security shall be posted to the unit 24 hours a day, seven days a week. The contractor shall coordinate and escort detainees to the medical clinic for sick call, appointments and pill line. Note: Optimum functioning of health services depends on a continuous flow of patients to and from the clinic with an average of one patient per provider every 10 minutes. Throughput for a clinic of this size could be as high as 200+ patients per day. Escort personnel will have to be assigned accordingly.
- D. The contractor is responsible for transporting detainees to the hospital and outside medical appointments as needed.
- E. The contractor shall provide the detainees written instructions for gaining access to health care services. Procedures shall be explained to all detainees in the detainees' native language, and orally to detainees' who are unable to read, in accordance with Subsection 2 paragraph C. The detainee shall similarly be provided instructions and assistance in personal hygiene, dental hygiene, grooming and health care. It shall be made routinely available.
- F. The USPHS shall provide for medical screening upon arrival at the facility performed by health care personnel or health trained personnel.
- G. When communicable or debilitating physical problems are suspected, the detainee shall be separated from the detainee population, and immediately notify USPHS staff. Behavioral problems (detainee who is not diagnosed as psychotic) and suicide observation will be the responsibility of the contractor.
- H. Written policy and defined procedure shall require that detainee's written health complaints are solicited and delivered to the medical facility for appropriate follow-up.
- I. Written policy and defined procedure shall require that health care complaints are responded to and that sick call, conducted by USPHS personnel is available to detainees daily. If a detainee's custody status precludes attendance at sick call, arrangements are made to provide sick call services in the place of the detainee's detention. A minimum of one sick call shall be conducted daily. USPHS reserves the right to conduct triage and sick call in the place of the detainee's detention.
- J. The USPHS shall provide to the contractor and maintain basic first aid kits. First aid kits shall be available at all times and shall be located throughout the facility, as necessary, to allow quick access.

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- K. ALL EMPLOYEES shall have current certification in emergency first aid procedures, including Cardiopulmonary Resuscitation (CPR). (Reference Subsection 3, paragraphs D and H (9)).
- L. Training program (see subsection 3, paragraphs a through e) for the facility staff, is established by the responsible health authority in cooperation with the Facility Administrator, and provides instruction in the following areas:
- (1) the ability to respond to health related situations within four minutes;
 - (2) recognition of signs and symptoms, and knowledge of action required in potential emergency situations;
 - (3) administration of first aid and Cardiopulmonary Resuscitation (CPR);
 - (4) methods of obtaining assistance;
 - (5) recognition of signs and symptoms of mental illness; retardation, emotional disturbance and chemical dependency;
 - (6) procedures for patient transfers to appropriate medical facilities or health care providers;
 - (7) administration of medication by non medical personnel;
 - (8) Use of universal precautions.

Note: in the event an injury or illness is determined to be caused by the contractor, a cure letter will be issued. This cure letter will state the problem(s) (deficiencies), indicate remedial action(s) and request a written reply. (The remedial action(s) must be taken immediately, the written reply will be due within ten (10) days.)

Failure to take corrective action(s) immediately could result in contractual monetary adjustment for action(s) taken by INS to correct the deficiencies or possible contract termination.

- See Section F – Deliveries or Performance – Submittal Date. (Submittals shall be submitted through the COTR to the Contracting Officer).

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SUBSECTION 9. FOOD SERVICE

- A. The contractor shall furnish documentation annually that a registered dietician or nutritionist has reviewed the menu and shall certify compliance with the dietary allowances as published by the National Academy of Science, to the COTR.* The documentation and certification shall be submitted prior to opening and at least annually thereafter. Preparation of the menu shall account for the cultural diversity and dynamics of the detainee population. The menu shall be signed by the registered dietician or nutritionist indicating approval of nutritional adequacy.
- B. The contractor shall serve only meals that comply fully with the approved menu. The contractor shall prepare menu cycles or proposed menu changes seven days in advance of the next cycle or proposed implementation date for review and approval by COTR.* A minimum of twenty-one day cycle shall be used. The contractor shall provide notification of any substitutions or changes in the meals actually served on the menu by a registered dietician or nutritionist in accordance with paragraph A above. The contractor shall not make any substitutions or changes to the menu or the actual meals served without prior written approval of the COTR.
- C. Menus shall be evaluated at least monthly by facility food service staff to verify adherence to the nationally recommended daily servings or servings as directed by the facility physician. A file of tested recipes adjusted to a yield appropriate for the size of the facility is to be maintained on the premises for review by the COTR as necessary.
- D. The contractor shall prepare all meals on-site. The contractor shall provide a written emergency food service plan to the COTR in the event of non-availability of meals at the facility.* The contractor shall provide a separate room for meal preparation, servicing and handling of food which is utilized exclusively for this purpose.
- E. Meal preparation shall emphasize food flavor, texture, temperature, appearance and palatability. Food should be served as soon as possible after preparation and at an appropriate temperature. INS reserves the right to monitor palatability, appearance, temperature and texture. The contractor shall not use pork or products containing pork in any menu item under this contract.
- F. The contractor shall immediately provide for special dietary needs as prescribed by appropriate medical/dental personnel or as directed by the COTR and, to the extent possible in compliance with the recognized religious or medical needs of the population. Special diets should be kept as simple as possible and should conform as closely as possible to the foods served the other detainees.
- G. The contractor shall provide three meals at regular meal times during each 24-hour period. No more than 14 hours between the evening meal and breakfast and a minimum of two hot meals every 24 hours shall be allowed. A minimum diet in every 24-hour period must consist of the full number of servings which meet provisions of the recommended dietary allowance. Meal service shall be in accordance with the contractor's approved policy and procedure.
- H. The contractor shall provide either the evening meal or a sack lunch for detainees who arrive at the facility after the evening meal. Contractor shall provide a sack lunch for detainees, in custody and who are absent during any meal.

- I. Sack meals shall consist of:
- 1 Sandwich - Meat (2 oz. Total of Protein to include any of the following: Beef/Chicken/Turkey) & Cheese
 - 1 Set Condiments (Mustard/Mayonnaise)
 - 1 Medium Fresh Fruit (locally available)
 - 1 Carton Milk/Juice Punch (8 oz.)
 - 1 Napkin

Sack meal sandwiches shall be individually wrapped to protect against deterioration as well as to promote sanitation.

Sack meals shall be packaged in disposable boxes or bags and stored in insulated containers which shall maintain temperatures of 45 degrees Fahrenheit. Bags/boxes should be marked with the date and time of preparation on the outside. Sack meals which exceed twenty-four hours (24) from the time of preparation shall be considered as expired and not provided to detainees.

- J. The contractor shall not use withholding of food as a means of discipline or punishment.
- K. The contractor shall designate a staff member experienced in food service management to be responsible for food service and operations.
- L. There shall be group dining, except where security or safety considerations justify other procedures.
- M. The contractor shall ensure that all meals be served under direct supervision of security officers.
- N. The contractor shall ensure there are:
- (1) Weekly inspections of all food service areas, including dining and food preparation areas and equipment;
 - (2) Sanitary temperature-controlled storage facilities for all foods;
 - (3) Daily checks of refrigerator and water temperature by administrative, medical or dietary personnel;
 - (4) Adequate loading/unloading areas and garbage disposal facilities.
- O. The contractor shall ensure that food service facilities, equipment, preparation and serving of meals as well as all cleanup and disposal meet all federal, state and local safety and health standards, as applicable, and that food service personnel comply with applicable health regulations.

- P. The contractor shall ensure that the supplies delivered under this contract comply with the Federal Food, Drug, and Cosmetic Act, Meat Inspection Act, and applicable regulations. This requirement shall apply regardless of whether or not the supplies have been shipped in interstate commerce.
- Q. The contractor agrees that livestock products purchased for consumption under this contract shall be purchased only from firms conforming to the requirements of the Humane Slaughter Act of 1958 (7 U.S.C. 1901-1906).
- R. INS may conduct sanitary inspections and product examinations at any time and at any location where food or food products for this contract are processed, prepared, handled, stored, distributed from or served. The contractor shall supply the COTR with a directory of all sources of supply, the time and date of receipt of raw materials, supplies, and schedules for food preparation and serving.*
- S. The contractor shall provide a canteen, over which strict operational and fiscal controls are maintained, from which detainees, using their funds, can purchase items not furnished by the facility. The COTR shall regularly review and approve the items to be sold. The price of the items shall not be higher than the average community retail price. The proceeds, after deduction of legitimate operating/personnel expenses, shall be placed in the detainee recreation/welfare fund account. These funds shall not be commingled with any other funds, and shall be utilized by the contractor only to provide additional goods and services which benefit the well being of the detainees as directed by the COTR and approved by the Contracting Officer. Any expenditures of funds from this account shall only be made with approval of the Contracting Officer. At the end of the contract period or as directed by the Contracting Officer, a check for any balance remaining in this account, along with any accrued interest, shall be made payable to the **Treasury General Trust Fund** and given/transmitted to the Contracting Officer.
- T. INS may conduct, at its expense, laboratory sampling and analysis on any food, food product, or component thereof provided under this contract. Frequency of government verification laboratory testing shall be either on a lot by lot basis or skip lot basis. The intensity frequency sampling shall be at the discretion of the COTR and of sufficient extent to assure the Contracting Officer that the contractor is meeting all requirements. All government laboratory analysis shall be conducted in government or government approved laboratories with the exception that the Hobart Fat Percentage Measuring Kit, Model 101, may be used to determine the fat content of ground beef. Government verification laboratory analysis shall be conducted to determine product compliance and/or inadequacy of the contractor's laboratory testing procedures, results, or facilities. Samples taken by the COTR for testing shall be at the expense of the vendor.
- U. INS reserves the right to reject any food, product, or component thereof upon which the COTR or authorized Service representative has determined unacceptable.

* See Section F – Deliveries or Performance – Submittal Date. (Submittals shall be submitted through the COTR to the Contracting Officer).

SUBSECTION 10. SECURITY AND CONTROL

- A. The contractor shall provide written policy, plans, and procedures for security and controls including procedures for emergencies, contained in a manual which is provided to all staff for their review. * Each staff member shall certify in writing that they have read, fully understand, and agree to comply with the procedures outlined in the manual. The contractor shall maintain staff certifications and make them available to INS upon request. The contractor's comprehensive security plan shall include, at a minimum, the following physical security controls: environmental surroundings; barrier / perimeter protection; protective lighting; employee parking; access control devices; intrusion detection system; closed circuit television; and design fabrication for dormitories, segregated cells, and processing holding area.
- B. The contractor shall provide to the COTR written policy, plans, and procedures for the supervision of detainees while in the custody of the contractor. *
- C. The contractor shall provide the facility with a control center and sufficient staff to provide full 24-hour coverage of designated security posts, surveillance of detainees, and to perform all ancillary functions including but not limited to escorting detainees to EOIR hearings and the medical unit. Around-the-clock supervision and regulation of detainee movement shall only be performed by security officer(s) approved by the COTR.
- D. The contractor shall provide direct supervision in all detainee areas to permit officers to hear and respond promptly to emergency situations. There will be a sufficient number of guard posts within or immediately adjacent to all detainee housing areas. When a guard post is located outside of a detainee area, the guard must be able to clearly view into the area and hear sound without electronic aid to ensure prompt response to emergencies or inquiries from detainees. A minimum of 1 officer per forty (40) detainees must be on post and a minimum of one (1) officer must be assigned specifically to monitor each housing unit containing forty or more detainees. Under no circumstance will an officer be assigned to monitor more than two (2) housing units, even when the total detainee population is less than forty (40).
- E. The contractor shall establish a control room log book which contains a written record prepared by the control room officer, of the following, for each shift:
- (1) personnel on duty;
 - (2) detainee population chart (detainee counts, shakedowns etc.);
 - (3) detainee movement in and out of the facility
 - (4) shift activities (security checks, meals, recreation, religious services etc.);
 - (5) entry and exit of attorneys and other visitors; and
 - (6) unusual occurrences.
- F. The contractor shall provide a system which documents and monitors detainee movement and physically counts detainees at least four (4) times per day with no less than one detainee count per eight hour shift. The contractor's proposed system shall be subject to the approval of INS prior to installation. *

- G. The contractor shall ensure that there be at least daily inspections of all security aspects of the facility, conducted by a properly trained security officer as approved by INS. All bars, locks, windows, walls, floors, ventilation covers, glass panels, access plates, protective screens, doors and other security facilities shall be checked carefully for operational wear and detainee tampering. The contractor shall provide written reports of these inspections daily to the Facility Administrator and the COTR.* All defective equipment shall be replaced or repaired immediately.
- H. The contractor shall conduct thorough searches for contraband at least twice monthly of all detainee living quarters and other areas to which detainees have access, as well as, all vehicular traffic and supplies entering and leaving the facility. Searches shall be unannounced and irregularly timed and shall be conducted with minimum disturbance to detainee possessions. Only contraband items shall be confiscated. Records of searches shall be prepared and maintained. A copy shall be provided to the COTR as part of the daily incident or activity report.*
- I. The contractor shall provide a written policy and procedure governing the control and use of keys.* All INS and EOIR areas shall have a separate key control system as prescribed by the INS. Fire and emergency keys for the facility shall be made available in both the contractor's administrative area and the INS administrative area.
- J. The contractor shall provide written policy and procedures governing the control and use of tools and culinary equipment.* The control system must provide for tools brought into the facility by outside maintenance persons.
- K. The contractor shall ensure that detainees are never in possession of items such as lye, insecticide, antifreeze and denatured alcohol. Such materials shall be stored in secure areas that are inaccessible to detainees. (See SUBSECTION 6, Paragraph H.)
- L. The contractor shall prepare comprehensive post orders for each staffed post in the facility and provide to INS for review and approval prior to implementation.* Any changes to post orders shall be submitted in writing and approved by the COTR prior to implementation. Post orders shall be available to all employees. All staff members shall certify in writing that they fully understand and agree to comply with all post orders prior to the officer being initially assigned to that post. Staff certifications shall be retained by the contractor and made available to INS upon request.
- M. The contractor shall provide written procedures which govern the handling of escapes.* The procedures shall be reviewed at least annually and updated as necessary. INS shall be notified **IMMEDIATELY** of any escape.
- (1) The contractor assumes absolute liability for the escape of any detainee in its custody.
 - (2) INS may make deductions due to nonperformance under the inspections clause(s) of the contract.

- (3) Escapes shall be grounds for removal from duty of the employee(s) responsible if the employee(s) was determined to be at fault by the government or the contractor. This is in accordance with SECTION C, SUBSECTION 2, Paragraph F. 4 (b) of the contract.
 - (4) Corrective actions shall be taken immediately and verbally communicated to the COTR for approval. A written report of the remedial action shall be due within five (5) days to the COTR.
- N. The contractor shall provide written plans, policies and procedures which have been fully coordinated with local officials and INS, that specify actions to be followed in emergency situations, including, but not limited to fire, disturbance, taking of hostages, and evacuation of the facility including the medical unit. These are to be made available to applicable personnel and reviewed and updated annually.* The contractor shall have sole responsibility for the detention, security, control and well-being of the detainees, including transportation in the event of an evacuation.. INS shall be notified immediately of any emergency. INS reserves the right to take over control of the operation of the facility at any time necessary to preserve the health, safety, and welfare of detainees and INS employees. This action does not relieve the contractor of any responsibility or liability under this contract. The contractor shall obtain and provide to INS prior to the facility becoming operational, written certification that all such plans, policies, and procedures have been provided to the local officials.* The contractor shall immediately provide all comments or concerns expressed by the local officials to the INS.
- O. The use of physical force by facility personnel is restricted to instances of justifiable self-protection, protection of others, protection of property, prevention of escapes, and only to the degree necessary to safeguard the well being of the detainee(s) and others in the immediate area. A verbal report shall be provided to the COTR **immediately**. A written report shall be prepared prior to the responsible officer(s) being relieved of their shift. A copy of the report shall be submitted within twenty-four (24) hours to the COTR through the facility administrator.*

The physical force report shall include: (Reference Subsection 4. Paragraph F.)

- (1) An accounting of the events leading up to the use of force;
- (2) An accurate and precise description of the incident and reasons for employing force;
- (3) A description of the injuries suffered, if any, and the treatment given and/or received, and;
- (4) A list of all participants and witnesses to incident.

In no case shall force be used as punishment or discipline.

- P. (1) The contractor shall provide written policy, and procedure governing the use of restraint equipment.* Restraints shall not be used in the facility except as stated in the policy and procedures or unless approved in writing by the COTR. In case of emergencies, verbal notification shall be provided to the COTR immediately and a written report shall be prepared and submitted to the COTR following all uses of restraint equipment. Instruments of restraint shall never be applied as punishment or for more time than is absolutely necessary. Instruments of restraint shall be used only (1) as precaution against escape during transfer; (2) for medical reasons, by direction of the medical authority; or (3) to prevent detainee self-injury, injury to others or property damage.
- (2) The contractor shall ensure that restraint equipment is accurately inventoried and recorded.
- Q. The contractor shall provide a written policy and procedure for the following: *
- (1) Pat down inspections are conducted when there is a reasonable belief that the detainee is carrying contraband or other prohibited material.
- (2) Strip searches are authorized upon entry into the facility or after contact visits with persons other than the alien's attorney, and at all other times based on reasonable suspicion and approved by the facility administrator or his designee. All such inspections shall be conducted in privacy by at least two persons of the same gender as the detainee. Under no circumstance shall the contractor conduct body cavity searches. When it is determined by the COTR that there is reasonable cause for body cavity searches, the searches shall only be conducted by the health authority or by medical personnel at a medical facility off-site.
- R. The contractor shall provide bailiffs (officers), when the Immigration Courts are in session, to escort people into and out of the courtrooms and to maintain security while the courts are in session. This duty includes both regular and telephonic courts. The contractor shall provide additional bailiffs for Multiple Accelerated Special Hearings (M.A.S.H. - large group of detainees) to ensure adequate control is maintained in the hearing rooms. The number of additional bailiffs may vary from hearing to hearing dependent upon the hearing circumstances. The contractor shall provide additional bailiffs as needed for special or dangerous aliens.
- S. The contractor shall adhere to all scheduled detainee hearings. Detainees shall be presented to the hearing room in a timely manner. When necessary, the contractor shall ensure detainees are present for hearings past the normal courtroom schedule. Detainees shall not be removed from the hearing room area without authorization from the Immigration Judge or the COTR.
- T. The contractor shall not permit weapons, of any kind, to be taken into the security perimeter of the facility by any person. The contractor shall ensure all weapons are checked and secured in appropriate weapons lockers. The weapons lockers shall be located outside the sally port of the reception/release area and in the public lobby entrance.
- U. The contractor shall immediately notify INS of any detainee's being placed into the segregation unit and the reason for the action. The contractor shall provide a written report (or copy thereof) of the incident within 24 hours of the occurrence to the COTR. The contractor shall also provide daily written status reports of the detainees in the segregation unit to the COTR. *

- V. The contractor shall provide electronic cameras for surveillance purposes throughout the facility, inside and outside, with the capability to record at least two areas at the same time. The recordings shall be conducted automatically on a random basis twenty-four hours a day. Tapes shall be maintained for at least seventy-two hours. The tapes shall be the property of the INS and shall be surrendered to INS upon request.

* See Section F – Deliveries or Performance – Submittal Date. (Submittals shall be submitted through the COTR to the Contracting Officer).

SUBSECTION 11. SUPERVISION OF DETAINEES

- A. The contractor shall provide 24-hour supervision of all detainees.
- B. The contractor shall not put detainees in a position to supervise, control or exercise any authority or appearance of authority over any other detainees.
- C. The contractor shall ensure all detainees are subjected to a pat down, hand held metal detector or strip search whenever entering or leaving the security perimeter. (See SUBSECTION 10, Paragraph Q.)
- D. The contractor shall provide work opportunities for detainee volunteers subject to the approval of INS.
- (1) The contractor shall solicit volunteers and provide a list of volunteers to the COTR. The number and activities of such volunteers shall be controlled and approved by the COTR prior to the assignment of the activities. The contractor shall provide direct supervision of detainees at all times while performing these activities. The contractor shall pay the volunteers a stipend at the standard rates used in Service Processing Centers (Present rate is \$1.00 per day [Limited to eight (8) hour maximum in any 24 hour period]). The detainees shall be paid weekly and upon discharge from the facility. The contractor shall maintain records of hours worked, and provide a written report weekly to the COTR. Wages paid by the contractor to the volunteers shall be reimbursable by INS and shall be paid to the contractor upon submission of an approved invoice, pursuant to SECTION G.
 - (2) INS will not guarantee that sufficient volunteers shall be available for these projects. The contractor remains fully responsible to perform all services required under this contract without interruption nor diminishment of service regardless of the availability of detainee volunteers.
 - (3) Creation of work opportunities is viewed primarily as a benefit to INS and the detainees in custody. It should not be considered by the contractor as an opportunity to diminish services or responsibilities.
- E. The contractor shall permanently staff all dormitories with direct supervision in accordance with the requirements of Subsection 10, paragraph D, unless as otherwise directed by the COTR.

* See Section F – Deliveries or Performance – Submittal Date. (Submittals shall be submitted through the COTR to the Contracting Officer).

SUBSECTION 12. DETAINEE RIGHTS, RULES, DISCIPLINE AND PRIVILEGES

- A. Detainees shall not be subjected to discrimination based on race, national origin, color, creed, sex, economic status or political belief. The contractor shall ensure that all detainees are assured equal opportunities to participate in all facility programs and all administrative decisions are made without discrimination. The contractor shall ensure that detainees' civil rights are not violated.
- B. The contractor shall ensure that all discipline is strictly administered in accordance with INS' policy for disciplinary procedures at its Service Processing Centers. (See ATTACHMENT #3.) INS (COTR or his designee) can authorize a detainee be placed in administrative segregation in accordance with Attachment # 3, section iv, paragraph A, subparagraphs 1-4.
- C. The contractor shall post a list provided by INS of current pro-bono attorneys willing to represent detainees at the facility. This list shall remain posted at all times in an area near or adjacent to the detainee telephone system in each housing unit. One additional phone list shall be posted in the visitor entry location to the facility for viewing by visitors and attorneys (or legal representatives etc...). The contractor shall ensure and facilitate the right of detainees to have reasonable access to attorneys and their authorized representatives.
- D. The contractor shall recognize the right of detainees to practice the religion of their choice. Every reasonable effort shall be made by the detention center staff to facilitate the free practice of religion, limited only by legitimate security and operational considerations. All detainees shall have access to religious resources, services, instruction or counseling on a voluntary basis. The contractor shall inform detainees of opportunities available in religious programming by posting religious service schedules in the dorm/day room areas. This should not be construed, however, as requiring that the contractor provide religious services for each and every denomination represented in the detainee population, but is intended to insure that every detainee has religious opportunities.
- E. The contractor shall provide detainees protection from personal abuse, corporal punishment, personal injury, disease, property damage, and harassment. The contractor shall provide for INS approval a written policy and procedure which provides detainee(s) as well as any other individual a means to report alleged misconduct and/or incident(s) under this contract.* The contractor shall report all allegations made by any individual concerning incidents or misconduct immediately to the COTR. The contractor shall immediately report all investigations which it is undertaking to the COTR. The contractor shall provide a written report to the COTR within 24 hours of all findings and/or disciplinary actions taken in accordance with approved policy and procedures. Reference Subsection 4., paragraph F., (Records and Reports).
- F. The contractor shall provide written rules of detainee conduct (See ATTACHMENT #3), reviewed and approved by the INS, which specify acts prohibited within the facility and penalties that may be imposed for various degrees of violation.* These rules shall be provided to all detainees, and procedures shall be in place for ensuring that all detainees understand the rules. The written rules of detainee conduct are revised annually and updated, if necessary, to ensure that they are consistent with INS policy.

- G. All contractors shall provide sufficient training to all personnel so that they are thoroughly familiar with cultural diversity and the rules of detainee conduct, the sanctions available, and the rationale for the rules. (See SUBSECTION 3, Paragraph D.)
- H. The contractor shall provide written policy and procedure to ensure detainees have access to the law library.*
- I. The contractor shall provide, upon request, mesh turbans to all detainees as required for religious purposes.
- J. The contractor shall provide plans, policies and procedures for documenting all detainee complaints concerning food and other living conditions.* The procedures shall require the contractor to investigate the complaints, determine if they have merit, propose corrective actions and provide a written report to INS. The contractor shall notify the COTR of all such detainee complaints and actions taken to resolve issues.
- K. The contractor shall adhere to the detention standards as per INS Detained Alien Recreation Policy and in accordance with applicable ACA standards. (See Attachment No. 2)

* See Section F – Deliveries or Performance – Submittal Date. (Submittals shall be submitted through the COTR to the Contracting Officer).

SUBSECTION 13. MAIL AND VISITING

- A. The contractor shall provide written plans, policy and procedures governing detainee correspondence.* All regulations pertaining to detainee correspondence shall be available to staff members and posted within detainee areas.
- B. There is to be no limitation on the volume of mail a detainee may send or receive, except as provided in this paragraph. The contractor shall provide detainees who are without funds, a specified postage allowance of two postage stamps per week for domestic first class letters 1 oz. or less. In addition, the contractor shall provide to detainees who are without funds, unlimited postage allowance for attorney and court correspondence.
- C. Detainees shall be permitted uncensored correspondence so long as such correspondence poses no threat to the safety and security of the institution, public officials, or the general public as defined by ACA Standards.
- D. The contractor shall provide written policy and procedure providing for the inspection of detainee mail in the presence of the detainee to intercept cash, checks, money orders, identity documents and contraband.* Cash, checks or money orders shall be removed from incoming mail and credited to the detainee's account. If contraband is discovered in either incoming or outgoing mail, it shall be confiscated. Only illegal items and items that threaten the security of the facility shall be considered contraband. Contraband may include but not be limited to: 1) drugs and alcohol, 2) sharp objects or hardware that could be fashioned into a weapon, 3) perishable foods that may pose health or spoilage problems, and 4) printed materials that incite to riot, agitate the population or otherwise cause safety and security problems. Written policy and procedures shall specify how confiscated money, documents or contraband is to be handled. The contractor shall provide X-ray equipment and a magnetometer to screen mail, deliveries, and visitors. Additionally, the contractor shall ensure that all personnel operating the screening equipment are properly trained.
- E. The contractor shall ensure that all incoming and outgoing mail and correspondence is not held for more than 24 hours.
- F. INS has contracted with a separate contractor to furnish, install, operate and maintain a detainee telephone system in each INS owned and INS contracted Detention Facility. After contract award, the INS telephone contractor will be in contact with the contractor for installation scheduling and requirements.
- G. The contractor shall provide written policies and procedure governing visitation.* The contractor shall provide written notification of changes in visitation policy to all attorneys who regularly practice immigration law locally, attorneys who represent detainees in custody, as well as all free legal service groups. The visitation policy and hours shall be posted prominently in the public waiting area.

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12072 - Licensed Practical Nurse II	14.63
12073 - Licensed Practical Nurse III	15.94
12100 - Medical Assistant	11.41
12130 - Medical Laboratory Technician	13.61
12160 - Medical Record Clerk	12.09
12190 - Medical Record Technician	14.56
12221 - Nursing Assistant I	7.08
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.62
12224 - Nursing Assistant IV	12.40
12250 - Pharmacy Technician	13.10
12280 - Phlebotomist	13.30
12311 - Registered Nurse I	20.25
12312 - Registered Nurse II	24.95
12313 - Registered Nurse II, Specialist	26.51
12314 - Registered Nurse III	31.37
12315 - Registered Nurse III, Anesthetist	31.37
12316 - Registered Nurse IV	35.94
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.40
13011 - Exhibits Specialist I	19.15
13012 - Exhibits Specialist II	24.55
13013 - Exhibits Specialist III	28.72
13041 - Illustrator I	17.60
13042 - Illustrator II	22.56
13043 - Illustrator III	26.40
13047 - Librarian	21.17
13050 - Library Technician	12.96
13071 - Photographer I	13.93
13072 - Photographer II	17.60
13073 - Photographer III	22.56
13074 - Photographer IV	26.40
13075 - Photographer V	30.06
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.68
15030 - Counter Attendant	7.68
15040 - Dry Cleaner	9.65
15070 - Finisher, Flatwork, Machine	7.68
15090 - Presser, Hand	7.68
15100 - Presser, Machine, Drycleaning	7.68
15130 - Presser, Machine, Shirts	7.68
15160 - Presser, Machine, Wearing Apparel, Laundry	7.68
15190 - Sewing Machine Operator	10.22
15220 - Tailor	11.02
15250 - Washer, Machine	8.42
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.65
19040 - Tool and Die Maker	19.20
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.33
21020 - Material Coordinator	17.64
21030 - Material Expediter	17.64
21040 - Material Handling Laborer	11.72
21050 - Order Filler	10.53
21071 - Forklift Operator	12.84
21080 - Production Line Worker (Food Processing)	12.84
21100 - Shipping/Receiving Clerk	11.79
21130 - Shipping Packer	12.22
21140 - Store Worker I	9.51
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.79
21210 - Tools and Parts Attendant	13.58
21400 - Warehouse Specialist	12.84
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	21.09
23040 - Aircraft Mechanic Helper	16.43

23050 - Aircraft Quality Control Inspector	22.02
23060 - Aircraft Servicer	18.28
23070 - Aircraft Worker	19.26
23100 - Appliance Mechanic	16.65
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	19.33
23130 - Carpenter, Maintenance	17.01
23140 - Carpet Layer	15.92
23160 - Electrician, Maintenance	21.45
23181 - Electronics Technician, Maintenance I	13.36
23182 - Electronics Technician, Maintenance II	19.02
23183 - Electronics Technician, Maintenance III	22.33
23260 - Fabric Worker	15.00
23290 - Fire Alarm System Mechanic	17.43
23310 - Fire Extinguisher Repairer	14.40
23340 - Fuel Distribution System Mechanic	19.17
23370 - General Maintenance Worker	15.46
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.43
23430 - Heavy Equipment Mechanic	17.43
23440 - Heavy Equipment Operator	17.43
23460 - Instrument Mechanic	17.43
23470 - Laborer	8.82
23500 - Locksmith	16.65
23530 - Machinery Maintenance Mechanic	19.81
23550 - Machinist, Maintenance	20.16
23580 - Maintenance Trades Helper	13.58
23640 - Millwright	19.02
23700 - Office Appliance Repairer	16.65
23740 - Painter, Aircraft	18.32
23760 - Painter, Maintenance	16.65
23790 - Pipefitter, Maintenance	19.33
23800 - Plumber, Maintenance	17.15
23820 - Pneudraulic Systems Mechanic	17.43
23850 - Rigger	17.43
23870 - Scale Mechanic	15.92
23890 - Sheet-Metal Worker, Maintenance	17.43
23910 - Small Engine Mechanic	15.92
23930 - Telecommunication Mechanic I	19.17
23931 - Telecommunication Mechanic II	20.02
23950 - Telephone Lineman	17.43
23960 - Welder, Combination, Maintenance	17.43
23965 - Well Driller	17.43
23970 - Woodcraft Worker	17.43
23980 - Woodworker	9.64
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.06
24600 - Chore Aid	6.15
24630 - Homemaker	15.41
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	19.86
25040 - Sewage Plant Operator	17.00
25070 - Stationary Engineer	19.86
25190 - Ventilation Equipment Tender	14.33
25210 - Water Treatment Plant Operator	16.65
27000 - Protective Service Occupations	
(not set) - Police Officer	19.63
27004 - Alarm Monitor	12.98
27006 - Corrections Officer	18.04
27010 - Court Security Officer	18.04
27040 - Detention Officer	18.04
27070 - Firefighter	17.70
27101 - Guard I	10.02
27102 - Guard II	17.90
28000 - Stevedoring/Longshoremen Occupations	

28010 - Blocker and Blacer	5.18
28020 - Hatch Tender	15.18
28030 - Line Handler	15.18
28040 - Stevedore I	14.21
28050 - Stevedore II	16.17
29000 - Technical Occupations	
21150 - Graphic Artist	23.11
29010 - Air Traffic Control Specialist, Center (2)	31.76
29011 - Air Traffic Control Specialist, Station (2)	21.90
29012 - Air Traffic Control Specialist, Terminal (2)	24.12
29023 - Archeological Technician I	19.34
29024 - Archeological Technician II	21.66
29025 - Archeological Technician III	26.79
29030 - Cartographic Technician	26.79
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.70
29040 - Civil Engineering Technician	24.82
29061 - Drafter I	15.37
29062 - Drafter II	15.85
29063 - Drafter III	20.90
29064 - Drafter IV	26.79
29081 - Engineering Technician I	14.00
29082 - Engineering Technician II	17.40
29083 - Engineering Technician III	20.25
29084 - Engineering Technician IV	25.71
29085 - Engineering Technician V	33.57
29086 - Engineering Technician VI	38.16
29090 - Environmental Technician	24.76
29100 - Flight Simulator/Instructor (Pilot)	32.45
29160 - Instructor	21.34
29210 - Laboratory Technician	16.34
29240 - Mathematical Technician	28.04
29361 - Paralegal/Legal Assistant I	17.19
29362 - Paralegal/Legal Assistant II	20.65
29363 - Paralegal/Legal Assistant III	25.71
29364 - Paralegal/Legal Assistant IV	28.58
29390 - Photooptics Technician	24.76
29480 - Technical Writer	21.85
29491 - Unexploded Ordnance (UXO) Technician I	20.19
29492 - Unexploded Ordnance (UXO) Technician II	24.42
29493 - Unexploded Ordnance (UXO) Technician III	30.65
29494 - Unexploded (UXO) Safety Escort	20.19
29495 - Unexploded (UXO) Sweep Personnel	20.19
29620 - Weather Observer, Senior (3)	21.81
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.99
29622 - Weather Observer, Upper Air	17.99
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	14.24
31260 - Parking and Lot Attendant	7.38
31290 - Shuttle Bus Driver	10.80
31300 - Taxi Driver	8.01
31361 - Truckdriver, Light Truck	10.96
31362 - Truckdriver, Medium Truck	14.24
31363 - Truckdriver, Heavy Truck	15.22
31364 - Truckdriver, Tractor-Trailer	15.22
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.13
99030 - Cashier	7.90
99041 - Carnival Equipment Operator	9.36
99042 - Carnival Equipment Repairer	9.84
99043 - Carnival Worker	7.22
99050 - Desk Clerk	9.68
99095 - Embalmer	19.59
99300 - Lifeguard	10.61
99310 - Mortician	21.55
99350 - Park Attendant (Aide)	13.32

99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.62
99500 - Recreation Specialist	14.74
99510 - Recycling Worker	11.12
99610 - Sales Clerk	10.30
99620 - School Crossing Guard (Crosswalk Attendant)	7.54
99630 - Sport Official	9.48
99658 - Survey Party Chief (Chief of Party)	16.58
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.34
99660 - Surveying Aide	11.35
99690 - Swimming Pool Operator	12.60
99720 - Vending Machine Attendant	10.49
99730 - Vending Machine Repairer	12.60
99740 - Vending Machine Repairer Helper	10.76

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 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 ****

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) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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.

QUALITY

ASSURANCE

SURVEILLANCE

PLAN ----- QASP

1. INTRODUCTION.

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

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

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

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

indicates unsatisfactory performance, documented customer complaints can be used to support invoice reductions.

2. COTR/INSPECTOR EVALUATION SCHEDULE.

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

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

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

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

3. ACTUAL SURVEILLANCE.

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

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

3.1.1. If less than the required number of inspections are made or inspections are made outside the randomly selected sample, the ability to project from random sample results to

lot results is destroyed. If this should occur, consider the missed inspections acceptable. This will increase the Government's risk of accepting a defective lot.

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

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

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

4. RANDOM SAMPLING SURVEILLANCE.

When random sampling is the method of surveillance, record the results of the inspection on the tally checklist provided in the sampling guide (Figure 2). These documents then become the official record of the Contractor's performance.

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

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

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

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

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

5. INFORM CONTRACT MANAGER.

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

6. CONTRACT DISCREPANCY REPORT (CDR).

If performance in any area is judged unsatisfactory, the Contractor is required to respond to a Contract Discrepancy Report (CDR) (see Figure 2). Normally CDRs are issued at the end of the month. But, if the failure is serious enough, the CDR will be issued at the time of the unsatisfactory performance.

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

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

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

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

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

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

7. OTHER SURVEILLANCE METHODS.

For areas not surveilled by sampling, the Government reserves the right to use the Inspection of Services Clause in conjunction with the Statement of Work (see Section E).

There are some contractual requirements of a general nature that do not properly fit under the random sampling concept. These are surveilled by customer complaint or by checklists (daily, monthly, etc.). Services surveilled by methods other than sampling shall have the surveillance results documented on the appropriate surveillance activity checklist or customer complaint form. The recording of defectives or unacceptable services are the same as described above.

8. SURVEILLANCE BY CUSTOMER COMPLAINT.

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

8.1. At the start of the contract, the COTR shall instruct customers responsible for submitting complaints on the proper method to complete the customer complaint record (Figure 5) and on the requirements of the contract that pertain to them. Normally, each customer complaint is brought, either in person or by telephone, to the person checking contract performance (the COTR). Customers shall be required to submit the form during the daily shift when the discrepancy was discovered. A written copy of the specific contract requirements will be provided to the individual or activity supervisor. Several complaint forms shall be provided the customer at the end of the instruction period.

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

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

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

9. REDUCED INSPECTIONS.

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

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

a. The preceding four lots (that is, the last four months) have been acceptable.

b. The number of defects in each of the preceding four lots is 50 percent or less of the acceptance number. For example, with an Acceptable Quality Level (AQL) of 6.5 percent and a sample size of 32, the acceptance number is 5. If two or less defects were found in each of the last four lots, reduced inspection could be used.

c. The normal sample size was used in the last inspection.

d. The Contracting Officer approves of reduced inspections.

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

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

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

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

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

10. PAYMENT REDUCTIONS FOR UNSATISFACTORY PERFORMANCE.

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

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

10.1.1. As an example, suppose the Delivery Order showed the monthly contract price for services as shown below. The percentage cost of the required service is found by looking at the Performance Requirements Summary. In the example below the percentage cost of quality completed work is 10 percent. This is multiplied by \$100,000 to obtain the maximum amount of pay.

10.1.2. If completed work was unsatisfactory during the month (that is, did not meet performance values), and the percent of the sample found good was 80 percent, \$8,000 would be paid in lieu of the \$10,000 payment normally due the Contractor.

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

10.2. Example of unsatisfactory performance sampling deduction:

If: Quality of completed work is unsatisfactory
(exceeded AQL of 6.5 percent)

and: Contract price is \$100,000 for this month

and: The proportion of required service to total
contract price is 10 percent

and: Sample size is 50

and: Number of defects in the sample is 10 (Reject number is 8)

Then: Payment for quality completed work is:

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

10.3. For areas not surveilled by sampling the percentage of the monthly contract price indicated in the eighth column of the Performance Requirements Summary will be reduced as above, except the defects are divided by the total lot, which is described in the sixth column.

Example:

If: Contractor personnel in violation of safety requirements (zero defects allowed)

and: The reduction for this activity is 1 percent

and: The lot size is 50 employees

and: The number of defects is 10

Then: Reduction from the current month's invoice is:

Contract Price	\$10,000
X Deduct Percentage	<u>.01</u>
	\$ 100
X Percentage of lot defective	<u>.20</u>
Reduction	\$ 20

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

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

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

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

11. REVISIONS TO QASP.

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

12. SURVEILLANCE TERMS.

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

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

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

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

e. Contractor Representative - A supervisor or manager assigned in accordance with SUPERINTENDENCE BY THE CONTRACTOR Clause in Section H.

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

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

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

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

j. Facility - A separate individual building, structure, or other item of real property improvement, each item of which is subject to separate reporting and recording.

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

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

m. Performance Requirements Summary (PRS) - A condensed listing of the tasks, standards, AQLs, surveillance methods, and relative value of the services or

products required by the PWS. The PRS identifies the key service outputs of the contract that will be evaluated by the Government to assure contract performance standards are met by the Contractor. The PRS usually appears as Technical Exhibit 1 of the PWS.

n. Quality Assurance (QA) - The actions taken by the Government to assure services meet the requirements of the Performance Work Statement. The procedures used by the Government to inspect the Contractor's Quality Control program and provide control over the quality of services received to ensure satisfactory performance.

o. Quality Assurance Surveillance Plan (OASP) - An organized written document prepared and used by the Government for Quality Assurance surveillance of the Contractor's performance. The document contains the Government's specific methods, sampling guides, checklists, decision tables, etc. used in determining whether the Contractor provided service meets quantity, quality, timeliness, effectiveness, and/or total cost standards.

p. Quality Control (QC) - The Contractor's inspection system which covers all the services to be performed under this contract (i.e., his method for identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable). The actions that a Contractor takes to control the production of products or services so that they will meet the requirements stated in the contract.

q. Random sampling - A sampling method in which each service output in a lot has an equal chance of being selected for inspection. By this method of surveillance, a few individual items, selected at random, are examined and a conclusion drawn about the entire lot.

r. Receiving Report - The receiving document, initiated by the Contractor or Contractor employee(s), indicating that services have been performed.

s. Recurring Services - Those services which are identified in this contract as being performed on a recurring, periodic or standing basis.

t. Rework - Work which, in the judgment of the Contracting Officer or the COTR, is not of an acceptable quality level, and must be corrected or reperformed at no additional cost to the Government.

u. Sample - One or more service outputs drawn from a lot. The number of outputs in the sample is the sample size.

v. Sampling - The generic term for various methods of selecting service outputs to be inspected under a Quality Assurance system.

w. Sampling Guide - The part of the surveillance plan which contains all the information needed to perform a random sample.

x. Surveillance Activity Checklist - The work sheets used to record the results of inspections done by methods other than random sampling. (See Tally Checklist.)

y. Tally Checklist - The work sheets used to record the results of random sample inspections.

z. Using Activity - That agency/division requesting services that would be responsible for payment.

13. CONTRACT ADMINISTRATOR'S SURVEILLANCE PLAN. (Filed separately)

PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICES	R.S. NO.	SUBSECTION	STANDARD	AQL	METHOD OF SURVEILLANCE		% OF TCP
					TYPE OF INSPECTION	FREQUENCY OF INSPECTION	
TRAINING	1	3-B	Trained employees prior to performing any duties.	NA	100% Inspection	AS NEEDED	5
	2	3-C	Mandatory refresher training proficiency testing	1	RANDOM	AS NEEDED	1
	3	2-I	Assign work no more than 12 hours of any 24 hour period	1	RANDOM	4 X MONTHLY	2
	4	2-J	Notify COTR of any contractor personnel actions	NA	100% Inspection	1X MONTHLY	5
	5	2-D 12-E	Immediately report to COTR all violations of standard of conduct or criminal activity				
PERSONNEL		2-F	Neglect of Duty by any employee				
		2-F	Tampering with official documents or records				
		2-F	Lack of performance contributing to an escape				
		2-E	Submit drug results within 21 days of testing	NA	RANDOM	4 X MONTHLY	10
		4-1	Ascertain daily manifest is submitted to INS accurately and timely	1	100% Inspection	AS NEEDED	5
RECORDS AND REPORTS	6	2-E	Submit drug results within 21 days of testing	NA	RANDOM	4 X MONTHLY	10
SANITATION AND HYGIENIC LIVING CONDITIONS	7	4-1	Ascertain daily manifest is submitted to INS accurately and timely	2	RANDOM	4 X MONTHLY	5
	8	7-C	Assure overall cleanliness of the facility and janitorial services are completed as required				
FOOD SERVICES	9	9-C	Food offered to detainees must be of quantity and quality in accordance to set standards	NA	RANDOM	4 X MONTHLY	5
	10	10-A	Adherence to the requirements concerning the security of physical plant and perimeter	1	RANDOM	4 X MONTHLY	5
SECURITY AND CONTROL	11	10-C	Ensure required guard posts are manned 24 hours a day	1	RANDOM	4 X MONTHLY	5
	12	10-S	Adhere to scheduled detainee hearings in a timely manner	1	RANDOM	4 X MONTHLY	5
	13	10-D	Maintain proper ratio of guards to detainee and/or units	1	RANDOM	4 X MONTHLY	2
	14	10-O	Unjustifiable use of physical force	NA	RANDOM	4 X MONTHLY	5
	15	12-E	Provide detainees protection from personal abuse, corporal punishment, personal injury, disease, property damage, and harassment	NA	100% Inspection	AS NEEDED (INTERVIEW DETAINEES FOR INPUT)	5
DETAINEE RIGHTS, RULES, DISCIPLINE AND PRIVILEGES				NA	RANDOM	4 X MONTHLY	5

PERFORMANCE REQUIREMENTS SUMMARY

PAGE 2

REQUIRED SERVICES	R.S. NO.	SUBSECTION	STANDARD	AQL	METHOD OF SURVEILLANCE		% OF TCP
					TYPE OF INSPECTION	FREQUENCY OF INSPECTION	
DETAINEE RIGHTS, RULES, DISCIPLINE AND PRIVILEGES	16	12-H	Adherence to requirements on contents of law library and Ensure detainees access to law library	NA	RANDOM	AS NEEDED	5
	17	12-K	Offer minimum of one hour per day of recreation	NA	RANDOM	(CK LOG BOOKS) 4 X MONTHLY	5
MAIL AND VISITING	18	13-D	Screen outgoing and incoming mail and visitors for contraband	NA	RANDOM	4 X MONTHLY	5
ADMISSION AND RELEASE	19	14-D	Inventory and safeguard all detainees valuables	NA	RANDOM	4 X MONTHLY	5
	20	14-F	Verify positive identification of detainee prior to release	NA	RANDOM	4 X MONTHLY	5
	21	14-G	Ensure detainee is ready for release for pre-scheduled departure time	NA	RANDOM	4 X MONTHLY	5

100

RS = REQUIRED SERVICE *AQL = ACCEPTABLE QUALITY LEVEL TCP = TOTAL CONTRACT PRICE

- 1 OR 2 FAILURE TO PERFORM REQUIRED SERVICE PER MONTH

HEALTH CARE SERVICES

- A. The contractor shall provide written plans, policies, and procedures for medical emergencies which may occur while the detainees are in the custody of the contractor. * In the event an emergency condition arises, the contractor shall take the appropriate action as approved in their policies and procedures.
- B. The contractor shall provide for space, equipment, and maintenance necessary to operate a medical unit staffed and operated by an INS health care provider. The contractor shall provide the equipment identified in the attached Equipment List, and shall maintain this equipment for use by the health care provider.
- C. The contractor shall provide the detainees written instructions for gaining access to health care services during intake processing. The contractor shall ensure that these instructions are explained in the detainees' native language, and they are explained orally to detainees who are unable to read, in accordance with SUBSECTION 2, Paragraph C. Detainees shall not be used to translate health care instructions nor should other detainees be used to interpret or translate medical problems, except in emergency situations. Contractor shall be responsible for establishing language interpretation services to satisfy this requirement, e.g., commercial phone language interpretive services. The detainee shall also be provided instructions and assistance in personal hygiene, dental hygiene, grooming and health care.
- D. All staff members shall have current certification in emergency first aid procedures, including cardiopulmonary resuscitation (CPR) prior to assuming duties at the facility.
- E. The contractor shall provide security coverage in the medical unit no less than twelve (12) hours per day, seven (7) days per week as scheduled by INS, and whenever a detainee is present in the medical unit.
- F. The contractor shall be responsible for the installation of the basic first aid containers which shall be provided by the health authority. The number and locations shall be determined by INS. Stocking and replenishment of the first aid kits shall be the responsibility of the health authority.
- G. Only health related services authorized by either the designated health authority or the INS Managed Care Coordinator (MCC) ** shall be provided under this contract. The contractor shall perform transportation, supervision, and escort services for detainee(s) receiving off-premise medical treatment (including hospitalization) as directed by INS, in accordance with the post assignments and transportation requirements specified in Section C. The contractor shall immediately notify the health authority and the INS COTR within one (1) hour of the occurrence.

- 1 -

(Amendment 0002)

ATTACHMENT 8

- H. The contractor shall separate a detainee from the general population when a communicable or debilitating physical problem is suspected, and shall immediately notify the on-site medical authority and report in accordance with Subsection 4. Paragraph F. of this section.
- I. In the event of a detainee death, the contractor shall immediately notify the appropriate local authorities and the COTR in that order.
- J. The contractor shall provide written policy and procedure which define medical emergency evacuation of detainee(s) from within the facility. *
- K. The contractor shall provide written policy and procedure which require that detainee's written health complaints are solicited. * The procedure shall include a schedule for delivery of the complaints to the medical facility for appropriate follow-up. The contractor shall provide secure lock boxes in each detainee dorm/day room area for the deposit of detainee requests for medical services. Only the local health authority shall have access to the lock boxes.
- L. The contractor shall provide written policy and procedure for the protection, security, confidentiality, and release or dissemination of information of a detainee's health status or medical records. *
- M. The contractor shall provide written policy and procedure which requires that records of all medications distributed by non-medical staff are maintained and audited monthly, and include the date, time and name of the detainee receiving medications, and the name of the staff member distributing it. *
- N. Contractor personnel administering medications shall do so only under the direction of a responsible physician and after having received appropriate training. They are accountable for administering medications according to orders, and recording the administration of medications in a manner and on a form provided by the health authority.
- O. The health authority shall provide on-premises health care including routine medical supplies and over the counter medications.
- P. INS reserves the right to designate health care facilities, (i.e., hospitals, labs, clinics) which the contractor shall use for outside detainee referrals.
- Q. INS shall direct all off-premises health care providers to submit bills directly to the INS Division of Immigration Health Services (DIHS) *** for review and payment.

- R. The contractor shall provide a comprehensive plan and procedure to safeguard employees against exposure of bloodborne pathogens as prescribed by OSHA. * The contractor shall furnish all necessary equipment to comply with this requirement.
- S. The INS health care provider shall establish a training program in cooperation with the Facility Administrator to provide instruction to the facility staff, which shall include the following topics:
1. The ability to respond to health related situations within four minutes;
 2. Recognition of signs and symptoms, and knowledge of action required in potential emergency situations;
 3. Re-certification in First aid and cardiopulmonary resuscitation (CPR);
 4. Methods of obtaining assistance;
 5. Recognition of signs and symptoms of mental illness; retardation, emotional disturbance and chemical dependency and;
 6. Overview of communicable diseases and use of universal precautions;
 7. Administration of medication by non-medical personnel;
 8. Procedures for patient transfers to appropriate medical facilities or health care providers;

* See Section F – Deliveries or Performance – Submittal Date. (Submittals shall be submitted through the COTR to the Contracting Officer).

** The INS Managed Care Coordinator (MCC) is Captain [REDACTED] Telephone No. 1-800-218 [REDACTED] Pager No. 1-888 [REDACTED]

*** The address for DIHS is:
Division of Immigration Health Services
Attn: Jail Management System
P.O. Box 50945
Washington, DC 20091

Equipment List

REFERENCE HEALTH CARE SERVICES, PARAGRAPH B.

<u>ELIN</u>	<u>Quantity</u>	<u>Description</u>
001	2	Bookcase, Wood, 6 Shelf, 36" X 72"
002	3	Bulletin Board, 3' X 4' w/wood frame
003	5	Chair, Jr. Executive, cloth, highback
004	2	Chair, Side w/arms, cloth, sledbase
005	2	Desk, Wood, Double pedestal, 30" X 60"
006	12	File Cabinet, letter size, 5 drawer
007	1	Marking Board, 4' X 8' w/wood frame
008	10	Integra Chair w/o arms
009	1	TV Stand, steel on casters, w/VCR shelf, w/locking cabinet
010	1	TV - 25 inch, color, with remote control
011	1	VCR
012	4	Bed, Single Metal, w/attached foot locker
013	4	Bed, Overbed, tables
014	4	Bed, Side Cabinet
015	4	Mattress, (Fire Retardant 25"X75"X4")
016	10	Trash Can, Step-On 20 qt.
017	2	Desk Wood, Single pedestal
018	1	Examination Lamp
019	1	Examination Stool
020	1	Examination Table
021	1	Hamper 18"
022	1	Marking Board, 4' X 5' w/wood frame
023	4	Refrigerator, 6 cu ft.
024	4	Steel Shelving

Medical Facility Requirements	Telephone	Ethernet Line Drop	UNIT	UNIT SF	TOTAL NSF	Comments
AMBULATORY CARE						
Detainee Holding/Waiting	0	0	1	150	150	May be open area, space for officer (desk with phone)
Detainee Toilet	0	0	1	60	60	Two is optimum, one near detainee holding, one near lab, must be ADA compliant
Medical Reception	2	2	1	100	100	Window to waiting area, room for records storage system, phone, data line, computer workstation
Medical Records Storage	1	1	1	200	200	Adjacent to Records/Reception, phone, computer workstation, data line
Nurse Triage	2	1	1	100	100	Adjacent to Detainee Waiting Area, computer workstation, data line
Administrator's Office	1	1	1	200	200	
Asst. Admin's Office	1	1	1	120	120	Adjacent to Administrator's Office, may be cubicle
Secretary Cubicle/Office	1	1	1	64	64	Adjacent to Administrator's Office, may be cubicle,
Clinical Director's Exam	1	1	1	150		
Clinical Director's Office	1	1	1	150	200	Adjacent to Exam Room Cluster, sink, 4 electrical outlets,
Examination Room	1	1	3	150	450	Sinks, 4 electrical outlets per room,
Urgent Care	2	2	1	250	250	4 ft. doors, 4 outlets - emergency power, sink, ceiling mounted procedure light, ceiling height 9 feet+, T1
Pharmacy	1	2	1	150	150	Window to detainee waiting area, near front of clinic, sink, emerg power,
Pharmacy Storage	0	0	1	200	200	Connected to Pharmacy
Dental Operator	1	1	1	150	200	must have high speed evacuation, specialized plumbing for dental unit, 2 sinks, air lines
Dental Lab	0	0	1	64	64	Connected to Dental Operator
Dental Office	1	1	1	150		
Dental Mechanical Room	0	0	1	25	25	Must be no farther than 100 feet from dental operator
Psychologist Office	1	1	1	200	200	
Staff Toilet	0	0	1	60	60	
Staff Utility Room	0	0	1	120	120	
Multi-purpose Room	1	1	1	200	200	
Laboratory	1	1	1	100	100	Near front of clinic, sink, counter, cabinets, phone line for lab report printer
Clean Linen	0	0	1	100	100	Near infirmary
Soiled Linen	0	0	1	60	60	
Biohazard Waste Storage	0	0	1	60	60	May be in the warehouse/garage area, independent continuous exhaust system, impermeable flooring, PHS to dispose of
Janitor Closet	0	0	1	35	35	Floor Sink
Nurses Office	2	2	1	100	100	at least two work stations
Doorways	0	0				minimum 2'10" for all outpatient areas
Medical Supply	0	0	1	200	200	Movable shelving system
INFIRMARY						
General Medical Ward	0	1	4	400	1600	Within sight and sound of nurses station
Respiratory Isolation	0	0	2	150	150	Self contained with atrium (atrium must have handwashing sink)
Nurses Station	2	2	1	200	200	Room for security officer and nurses
					5718	
Corridors						Corridor width 5' minimum
Ceiling Height						Minimum 7' 10"
IN-PROCESSING AREA						
Triage	1	1	2	70	140	
Tele-radiology	1	1	1	200	200	
					340	

DETAINEE TELEPHONE SYSTEM REQUIREMENTS

The contractor shall provide adequate space, allowing INS designed DTS-II provider to install detainee telephones and enclosures within detainee designated areas to provide reasonable access for detainees to utilize DTS-II telephones. The contractor will provide adequate wall space within designated detainee areas for total number of detainee telephones based on a ratio not to exceed 20 detainees per telephone. The contractor will also provide space in a designated telephone closet, such space shall not be less than four feet wide by six feet long by eight feet high. The closet will be air conditioned to maintain temperatures between 65 - 75 degrees and be a secured environment where only authorized personnel can enter. The designated DTS-II telephone closet can coincide with other existing telephone service provided; however, such closet shall have limited authorized access. The DTS-II contractor shall be allowed to install vending debit machines in the commissary and shall receive 100 percent of all revenues collected by commissary sale of prepaid debit services. The DTS-II provider shall be responsible for furnishing all inventory and supply of prepaid debit cards to the Contractor. The contractor shall provide open metal conduit and/or flex of at least one inch in diameter to those areas designated as accessible for DTS-II phone placement. The DTS-II provider shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS-II, and the maintenance and operation of the system. The contractor will not be entitled to any commissions, fees or revenues generated by the use of the DTS-II.

ATTACHMENT 9

- H. The contractor shall assure detainees are not denied access to visitation with persons of their choice, except where the contractor has clear and convincing evidence that such visits jeopardize the security of the facility or the safety of the detainee or visitor. Generally visitation shall be non-contact, in a room designed to meet non-contact visitation integrity. Legal counselors and religious advisers shall be allowed additional visiting privileges and accommodations, including contact visitation. Privacy and space should be provided for these contact visits. Reference Subsection 5., paragraph 17. (A). Any detainee who is denied visitation rights shall have the right to appeal that decision in accordance with the contractor's procedures.
- I. The contractor shall provide a reasonable number of copies of documents or materials for the purposes of the alien's legal defense for those aliens who are indigent. The contractor may require aliens who are not indigent to pay for duplications at the contractor's cost.
- * See Section F – Deliveries or Performance – Submittal Date. (Submittals shall be submitted through the COTR to the Contracting Officer).

SUBSECTION 14. ADMISSION, ORIENTATION, RELEASE AND PROPERTY CONTROL

- A. Under no circumstance shall the contractor refuse to accept custody of detainees or perform assignments within the scope of this contract. The contractor shall provide written plans, policies, and procedures which govern the reception, orientation, subsequent release of detainees, and control of detainee property to the COTR.* This material shall include and address the items listed below.
- B. The following shall be incorporated into the contractor's procedures for admitting new detainees:
- Utilize the alien's "A" File number as assigned by INS for booking purposes;
 - Verify admission documents for completeness (including I-203);
 - Search of the individual;
 - Inventory of all personal possessions and valuables;
 - Conduct preliminary health screening;
 - Issue personal hygiene items;
 - Provide shower;
 - Issue appropriate clothing;
 - Provide orientation and facility rules;
 - Assign housing unit.
- C. The contractor shall provide written policy and procedure specifying the types of personal property detainees can retain in their possession during detention and the recording of any monetary credits to their accounts. *
- D. The contractor shall prepare a written, itemized inventory of all personal property of newly admitted detainees and shall provide for safe and secure storage, of their property, including clothing, money and other valuables.* The detainee shall be given a receipt signed by the contractor and the detainee, for all property (See ATTACHMENT #5). The property and valuables shall be returned to the detainee upon release from the facility or within one (1) hour after notification by INS. All negotiable instruments and legal tender shall be fully returned to the detainee in the same form as they were received by the contractor. The items shall be verified and, if everything is in order, the detainee shall sign a receipt for the property and valuables returned. The contractor shall confiscate all contraband items. A receipt signed by the contractor and the detainee shall be provided to the detainee for the confiscated items. Upon discovery of any other types of contraband items, the contractor shall immediately notify INS. A system of strict staff accountability shall be maintained to assure the safety of personal property, money and other valuables. Items which the detainee may keep shall be specified. Detainee funds shall be handled in accordance with INS accounting procedures (See ATTACHMENT #5).
- E. The contractor shall provide liability insurance for all staff having access to detainee monies and valuables, in an amount sufficient to ensure reimbursement to the detainee by the contractor, in case of loss prior to the detainee's release from the facility. Any costs incurred as a result of delays in release of a detainee, due to missing property or valuables, shall be at the contractor's expense. The contractor shall immediately reimburse any detainee for any personal property, monies and/or valuables that the contractor is unable to return to the detainee due to loss, theft, misplacement, etc., for which the detainee has a property receipt.

- F. Upon the receipt of an Order to Release (I-203) the contractor shall ensure a positive identification is made of the detainee prior to their release. To ensure positive identification, the contractor shall provide a digital identification system, approved in advance by the Contracting Officer, to be used for comparison with the booking record.* The contractor shall verify that the release order is accurate and complete.
- G. The contractor will ensure that all detainees will be ready for release, with complete property, items verified and signed, at the time set by INS. Failure of the contractor to comply fully with the detainee(s) release shall result in the contractor having deductions made for non-performance.

* See Section F – Deliveries or Performance – Submittal Date. (Submittals shall be submitted through the COTR to the Contracting Officer).

SUBSECTION 15 REMOTE CUSTODY AND TRANSPORTATION SERVICES
AND ON CALL POSTS

A. Remote custody services.

1. The contractor shall provide, at the direction of the COTR, such additional on-call remote custody services as may be required by INS. The contractor shall be reimbursed for these services only when such services are directed by the COTR / INS designated official. The contractor shall not abandon any facility post to perform on-call services.
2. Duties and responsibilities of this function shall include, but not be limited to; assisting in transportation duties as described in paragraph "B" below, and guarding detainee(s) who have been admitted in off-site medical facilities or to any other location as directed in writing by the COTR. The INS shall guarantee the contractor a minimum of two (2) hours for each on-call post directed by the COTR.
3. The contractor shall be authorized one officer for each such remote post, unless at the direction of the COTR as additional officers are required.

B. Transportation services.

1. The contractor shall provide all such transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the COTR. When officers are not providing transportation services the contractor shall assign the employees to supplement security duties within the facility. However, the primary function of these officers is transportation.
2. The contractor shall assign three (3), two - person teams of transportation officers on a daily basis (day shift only). One (1) two-person team will be assigned on each of the two after-hours shifts. There will be a total of five (5) two-person teams assigned to transportation in a 24 hour period. There shall be three (3) eight - hour shifts which provides 24 hour coverage. Transportation Teams in addition to those required above, shall be assigned as necessary to meet transportation demands.
3. The contractor shall furnish a minimum of four (4) vehicles in good repair and suitable, as approved by the government, to safely provide the required transportation service. The contractor shall not allow employees to use their privately owned vehicles to transport detainees. The contractor shall furnish vehicles equipped with interior security features including physical separation of detainees from guards. The contractor shall provide the interior security specification of the vehicles to INS for review and approval prior to installation.
4. Transportation shall be accomplished in the most economical manner.

(Revised - Amendment 008)

- C. The contractor personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those contractor personnel provided for in the other areas of this contract.
- D. During all transportation activities, at least one officer shall be the same sex as the detainee. Questions concerning guard assignments shall be directed to the COTR for final determination.
- E. The Contractor shall, upon order of the COTR, or upon his own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The Contractor shall then transport the detainee to the detention site.
- F. The COTR may direct the contractor to transport detainees to unspecified, miscellaneous locations and then to return the detainee to the detention site.
- G. When the COTR provides documents to the contractor concerning the detainee(s) to be transported and/or escorted, the contractor shall deliver these documents only to the named authorized recipients. The contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
- H. The Contractor shall establish a communications system that has direct and immediate contact with all vehicles and post assignments. Upon demand, INS shall be provided with current status of all vehicles and post assignment employees.
- I. Failure of the contractor to comply fully with the detainee(s) departure as pre-scheduled, shall result in the contractor having deductions made for non-performance.
- J. On Call Post
 - 1. The contractor shall provide additional officers on demand by the COTR and shall include, but are not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, INS interviews, and any other location requested by the COTR. The numbers and frequency of these services shall vary, but to the extent possible, the COTR shall notify the contractor 4 hours in advance of such need, and of a schedule of remote posts to be manned. One officer shall be authorized for such posts unless, in the COTR's judgment, additional officers are required.
 - 2. Upon the order of the COTR or Designated Service Officer or in an emergency the contractor shall provide an officer to safeguard the detainee(s) at a medical facility while undergoing medical examination or treatment as either inpatient or outpatient care. Such assignments may include but are not restricted to, medical appointments of detainees. The detainee shall be kept under constant supervision. Public contact is prohibited unless authorized in advance by the COTR.

(Revised - Amendment 004)

The following notes are applicable to the above posts:

- a. All On-call posts require that at least one officer shall be of the same sex as the detainee(s).
- b. Additional officers for each post assignment may be required at the direction of the COTR when operationally necessary.
- c. All necessary meals shall be provided by the contractor when the detainee(s) is / are in the custody of the contractor. Refer to Subsection 9.
- d. The INS shall guarantee a minimum of two (2) hours for each on-call post directed by the COTR.
- e. The contractor remains responsible for providing security and preventing escape.

(Revised - Amendment 004)

SECTION E
INSPECTION AND ACCEPTANCE

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

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

52.246-4

Inspection of Services - Fixed-Price.

AUG 1996

2. Inspection and Acceptance

- a. Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed at Contractor's place of business by the COTR or his designated representative, in accordance with the Inspection Clause and any other provisions specified in this Contract. The Government reserves the right to conduct any tests it deems reasonably necessary to ensure that the supplies or services provided conform in all respects to the Contract specifications. Supplies or services which upon inspection are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, will be provided the Contractor by the Contracting Officer.
- b. The Government will use its best efforts to inspect and accept/reject the supplies or service provided within thirty (30) days. Failure of the Government to so inspect the supplies or services within the above stated time shall not be construed as acceptance of such supplies or services.

3. Notice to Proceed

"Notice to Proceed" is the written action taken by the Contracting Officer telling the contractor to begin performance of detention services. This acquisition is for detention services and not construction or alteration of an existing facility. The INS Contracting Officer shall not issue a Notice to Proceed or any delivery order until the INS is fully satisfied that the contractor is ready to perform in accordance with the requirements of the contract. Notice to Proceed will occur when the Contracting Officer determines the contractor has completed the following:

- a. security clearances of personnel
- b. equipment and uniforms for personnel
- c. required insurances for operations
- d. all plans, policies and procedures required in the contract for administration and operation of the facility
- e. sub-contracting plans
- f. Quality Control Plans (QCP)
- g. all accreditations, inspections, licenses, certificates and other documents required by local, state and federal agencies to operate a detention facility and the Government is satisfied the facility is ready to accept detainees.

h. The contractor is required to provide the Contracting Officer with information required to make payment by Electronic Funds Transfer (EFT). EFT information is to be provided 30 calendar days before beginning of performance start date provided in the Notice to Proceed.

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

- (a) The below named individuals are hereby designated to act as Contracting Officer's Technical Representatives (COTRs) under this contract.
- (b) The COTR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.
- (c) The COTR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

The Contracting Officer's Technical Representatives are:

(To be named at a later date)

Immigration and Naturalization Service
Houston, Texas
Tel. No.

5. **Administrative Contracting Officer**

This contract will be administered by:

Arthur S. Cooper, III
Department of Homeland Security
(formerly Immigration and Naturalization Service)
ACDCPM - 3rd Floor
7701 North Stemmons Freeway
Dallas, Texas 75247

Telephone: (214) [REDACTED] b6
Fax: (214) 905-5568

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

SECTION F
DELIVERIES OR PERFORMANCE

1. PERIOD OF PERFORMANCE:

- (a) The Government contemplates award of one or more Indefinite Delivery, Indefinite Quantity type contracts for the required services described herein. The Government has computed the period(s) of performance as follows:

Base Period: The one (1) year period commencing on October 1, 2003 and ending on September 30, 2004 (366 days).

Option Period 1: The one (1) year period commencing on October 1, 2004 and ending on September 30, 2005 (365 days).

Option Period 2: The one (1) year period commencing on October 1, 2005 and ending on September 30, 2006 (365 days).

Option Period 3: The one (1) year period commencing on October 1, 2006 and ending on September 30, 2007 (365 days).

Option Period 4: The one (1) year period commencing on October 1, 2007 and ending on September 30, 2008 (366 days).

- (b) The Contractor's facility shall at all times comply with any and all local and state codes, laws, regulations, practices, decisions, etc, as regards to the detention, housing, control and care of aliens.

2. PLACE OF PERFORMANCE:

All services are to be performed at one or more locations within 35 miles of the Houston, Texas, Bush Intercontinental Airport.

3. SUBMITTAL DATE:

Any required submittal of policy manuals, written policy, instructions or procedures, unless otherwise specified, are due sixty (60) days after award of the contract. Submittals shall be submitted to the INS COTR. INS approval will be required on all submittals prior their becoming effective.

4. 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

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

SECTION G
CONTRACT ADMINISTRATION DATA

1. INVOICE REQUIREMENTS:

(a) Invoices shall be submitted in an original and two (2) copies. The original invoice shall be sent to: Immigration and Naturalization Service, Administrative Center Dallas, P.O. Box 560947, Dallas, TX 75356-0947. The additional two copies shall be sent (at the same time) to the designated COTR. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

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

(b) To assist the Government in making timely payments, the Contractor is required to furnish the following additional information either on the invoice or on an attachment to the invoice:

- (1) List of aliens by name, housed each day of the month.
- (2) Arrival date.
- (3) Release date.
- (4) Total Man-days of detention.
- (5) Any reimbursable medical care invoices with appropriate supporting documentation.
- (6) Reimbursable detainee wages with appropriate supporting documentation.

(c) Invoices shall be submitted monthly in arrears for services rendered.

(d) The Government may not be billed for two days when a detainee is admitted after noon on one day and removed the following day. The contractor may bill for the day of the detainee's arrival, but not for the day of the detainee's departure.

(e) All invoices for reimbursement of hospital and health care services shall be submitted by the Contractor to the Government within sixty (60) days after the services were rendered.

(f) The COTR or his designee(s) will certify that the invoices are true and correct and that the services were actually performed and received. The COTR or his designee(s), will then forward the duplicate copies of invoices and applicable receiving report copies of delivery orders (OF-347) to the appropriate INS office for necessary processing.

(g) Should the average annual population of detainees not reach the guaranteed minimum, the contractor will be reimbursed as if the average annual population was at the guaranteed population level. Such reimbursement will be made at the time of reconciliation of the final invoice for that annual period.

2. PLACEMENT OR ISSUANCE OF ORDERS:

(a) Residential care services to be furnished under this contract shall be ordered orally by INS employees by the delivery of the alien detainee(s) to the facility accompanied by a completed INS Form I-203.

(b) An INS Contracting Officer will issue written "estimated" Delivery Orders (OF-347) at the beginning of each month, or each quarterly period, for detention and reimbursable medical services contemplated. At the end of each month, or quarterly period, the Delivery Orders shall be modified to reflect the actual services (mandays and reimbursable medical services) received during that monthly or quarterly period. Written Delivery Orders and Delivery Order modifications may be issued or transmitted to the contractor by facsimile or electronic commerce methods.

3. MODIFICATIONS, CHANGE ORDERS, DEVIATIONS:

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

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

1. CONTRACTOR'S INSURANCE REQUIREMENTS:

The Contractor shall maintain insurance in an amount not less than \$3,000,000.00 to protect him/her from claims under workman's compensation acts and from any other claims for damages for personal injury, including death which may arise from operations under this contract whether such operations by himself or by any subcontractor or anyone directly or indirectly employed by either of them. General Liability insurance: bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence is required. Additionally, an automotive liability insurance policy providing for bodily injury and property damage liability covering automobiles operated in the performance of this contract is required as follows. Policies covering automobiles operating in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property coverage. Certificates of such insurance shall be subject to the approval of the Contracting Officer for adequacy of protection. All insurance certificates required under this contract shall provide 30 days advance notice to the Government of any contemplated cancellation.

2. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:

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

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

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

4. ACCIDENT REPORT PROCEDURES:

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

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

5. DISCIPLINE OF CONTRACTOR EMPLOYEES:

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

6. PERMITS AND CODE COMPLIANCE:

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

7. 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 its 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.

8. CONTRACT TYPE

- (a) This is a firm fixed price indefinite delivery, indefinite quantity, services contract for the supplies or services specified in Part I, Sections B and C for the periods set forth.
- (b) The contractor shall furnish to the Government when and if requested the supplies or services set forth in the contract requirements.

9. 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 or Administrative Contracting Officer.

10. SUBCONTRACTING PLAN

A subcontracting plan may be required in accordance with the provisions of FAR clause 52.219-9 and if so required, shall become a part of this contract.

11. 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 therefor will also be furnished. The proposal, with all supporting documentation, shall be furnished by the date specified by the Contracting Officer.

12. TIME OF WRITTEN NOTICE OF EXTENSION

This Contract is renewable at the option of the Government in accordance with FAR clause 52.217-8, "Option to Extend Services". The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days before the expiration of the current performance period.

In the event an option provision is exercised by the Government in accordance with FAR clause 52.217-8, "Option to Extend Services", the option period rates shall be the rates charged the Government in the contract period immediately preceding the exercise of the option. Additional CLIN(s) will be created / added on an as needed basis if and when option(s) under FAR 52.217-8 is / are exercised. Guaranteed minimum for any options exercised under FAR 52.217-8 will be on the modification document which exercises the option. All other CLIN(s) will be ordered by issuance of delivery orders.

13. APPROVAL OF CONTRACT

As discussed in clause 52.204-1 in Section I, this contract is subject to the written approval of Procurement Officials at the INS Headquarters, Washington, DC.

14. AMERICAN CORRECTIONAL ASSOCIATION

(a) Standards

The contractor shall perform all work and services under this contract in strict compliance with American Correctional Association standards for adult local detention facilities and the standards for detention as established by the Service.

(b) Accreditation

The contractor shall maintain ACA accreditation throughout the life of the contract, inclusive of any option periods exercised.

15. DEPARTMENT OF LABOR WAGE DETERMINATIONS

In performance of this contract, the contractor shall comply with the requirements of the applicable U.S. Department of Labor Wage Determination attached to this Request for Proposals as Attachment Number 6.

16. SYSTEM OF RECORDS

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

17. EXCLUSIVE USE OF DHS - BTS - BICE - DRO.

The contractor shall not utilize any portion of the facility for the housing or detention of individuals not in the custody of the Department of Homeland Security, Border and Transportation Security (BTS) Directorate, BICE - Detention and Removal Operation (DRO), unless specifically authorized by DTS / BTS / BICE / DRO authorized officials.

Detention of individuals at the facility by local, state or other federal agencies may be permitted only with specific approval, permission and authorization by DHS - DRO. officials.

18. AVAILABILITY DURING CONSTRUCTION.

Contractor shall ensure no decrease in available detainee quarters during construction, renovation, addition and remodel of the existing facility and proposed facility expansion. Contractor shall furnish living quarters for a minimum of 500 detainees per day during all periods of renovation, expansion and construction.

19. MINIMUM REQUIRED STAFFING.

Contractor shall maintain the staffing level set forth in its staffing pattern / plan at all times.

**SECTION I
CONTRACT CLAUSES**

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

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

52.202-1	Definitions	OCT 1995
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 Activities	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 1997
52.204-4	Printing/Copying Double Sided on Recycled Paper	JUN 1996
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	AUG 1996
52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Revision or Adjustment of Plans for Postemployment Benefits Other Than Pension	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997

52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	JAN 1999
52.219-9	Small Business Subcontracting Plan	JAN 1999
52.219-16	Liquidated Damages, Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 1995
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action for Workers With Disabilities	JUN 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	JAN 1999
52.222-41	Service Contract Act of 1965, as Amended	MAY 1989
52.222-43	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts)	MAY 1989
52.223-2	Clean Air and Water	APR 1984
52.223-6	Drug Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 1996
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-11	Restrictions on Certain Foreign Purchases	AUG 1998
52.227-1	Authorization and Consent	JUL 1995

52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.229-3	Federal, State, and Local Taxes	JAN 1991
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	APR 1984
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure and Consistency of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 1996
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	MAY 1997
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	JUN 1997
52.232-33	Mandatory Information for Electronic Funds Transfer Payment	AUG 1996
52.233-1	Disputes -- Alternate I	OCT 1995 DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes - Fixed-Price -- Alternate I	AUG 1987 APR 1984
52.243-7	Notification of Changes	APR 1984
52.244-5	Competition in Subcontracting	DEC 1996
52.246-25	Limitation of Liability - Services	FEB 1997
52.248-1	Value Engineering	MAR 1989
52.249-2	Termination for Convenience of the Government (Fixed-Price)	SEP 1996

52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

2. **52.204-1 Approval of Contract. (DEC 1989)**

This contract is subject to the written approval of Procurement Officials at the INS Headquarters, Washington, DC, and shall not be binding until so approved.

Note: Notwithstanding the requirement of the "Approval of Contract" clause (FAR 52.204-1 incorporated into this contract either by reference or in complete text), approval of this contract by the Immigration and Naturalization Service procurement officials does not in and of itself constitute or signify a binding award. Binding award is effected solely and exclusively by signature of an Immigration and Naturalization Service Contracting Officer.

3. **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 for services from the beginning of contract performance through the base period, or through each option period, or through any option period that is 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 or by facsimile or by electronic commerce methods only if authorized in the Schedule.

4. **52.216-19 Order Limitations. (OCT 1995)**

(a) Minimum order. The Government shall only be restricted to a minimum order limitation of the guaranteed minimum on this contract for residential care.

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

Any order to detain in excess of the number of detainees per day that would cause the Contractor to exceed the ACA Standard.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

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

5. **52.216-22 Indefinite Quantity. (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion of the Fourth (4th) Option Period, and any options to extend services in accordance with FAR Clause 52.217-8.

6. 52.217-8 Option to Extend Services. (AUG 1989)

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 the period specified in the Schedule.

7. 52.217-9 Option to Extend the Term of the Contract. (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor by the first day of the Fiscal Year of the Government, or within 30 days after funds for that Fiscal Year become available to the Contracting Officer, whichever date is later; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

8. 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 regulation of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

<u>Employee Class</u>	<u>Monetary Wage</u>	<u>Fringe Benefits</u>
Detention Officer	\$11.94	*
Supervisory Detention Officer	\$13.27	*

Court Security Officer (Bailiff)	\$11.94	*
General Maintenance Worker	\$14.55	*
Maintenance Supervisor	\$16.01	*
Cook I	\$13.16	*
Cook II	\$14.55	*
Typist I	\$ 7.82	*
Stock Clerk	\$11.47	*
Recreation Specialist	\$13.27	*
Nurse LPN	\$10.71	*
Warehouse Specialist	\$12.39	*
Personnel Assistant II	\$ 9.57	*
Medical Assistant	\$ 9.57	*
Registered Nurse II	\$16.23	*
Instructor	\$16.23	*
Mail Clerk	\$ 7.82	*

9. **52.232-18 Availability of Funds. (APR 1984)**

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

10. **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, 1999. 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, 1999, 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.

11. **52.237-7 Indemnification and Medical Liability Insurance. (JAN 1997)**

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \$50,000.00.

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

12. 52.244-6 Subcontracts for Commercial Items and Commercial Components. (Oct 1998)

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, 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) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

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

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SECTION J

LIST OF ATTACHMENTS

- Attachment # 1 - Deleted (Amendment 011)
- Attachment # 2 - Deleted (Amendment 011)
- Attachment # 3 - Deleted (Amendment 011)
- Attachment # 4 - Deleted (Amendment 011)
- Attachment # 5 - Deleted (Amendment 011)
- Attachment # 6 - Department Of Labor Wage Determination - 8 pages
- Attachment # 7 - Quality Assurance Surveillance Plan (QASP) - 15 pages
- Attachment # 8 - Health Care Services - 2 pages (Amendment 008)
- Attachment # 9 - Detainee Telephone System Requirements - 1 page (Amendment 006)
- Attachment #10 -
 - (a) Staffing Pattern
Staff and Financial Detail (3 pages)
 - (b) On-Call Post (one DO)
Financial Detail (1 page)
 - (c) Consolidated Pricing Summary
[sample] w/o element detail (4 pages)
(Amendment 013)

94-2515 TX, HOUSTON

06/10/03

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
 WASHINGTON D.C. 20210

William W. Gross Division of
 Director Wage Determinations

Wage Determination No.: 1994-2515
 Revision No.: 27
 Date Of Last Revision: 06/05/2003

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston,
 Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery,
 San Jacinto, Trinity, Walker, Waller, Washington, Wharton

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.45
01012 - Accounting Clerk II	12.35
01013 - Accounting Clerk III	13.86
01014 - Accounting Clerk IV	15.29
01030 - Court Reporter	16.81
01050 - Dispatcher, Motor Vehicle	14.00
01060 - Document Preparation Clerk	11.66
01070 - Messenger (Courier)	9.87
01090 - Duplicating Machine Operator	10.72
01110 - Film/Tape Librarian	11.50
01115 - General Clerk I	9.09
01116 - General Clerk II	9.86
01117 - General Clerk III	12.77
01118 - General Clerk IV	14.65
01120 - Housing Referral Assistant	17.60
01131 - Key Entry Operator I	10.76
01132 - Key Entry Operator II	13.76
01191 - Order Clerk I	12.51
01192 - Order Clerk II	14.27
01261 - Personnel Assistant (Employment) I	12.28
01262 - Personnel Assistant (Employment) II	13.79
01263 - Personnel Assistant (Employment) III	16.50
01264 - Personnel Assistant (Employment) IV	17.63
01270 - Production Control Clerk	17.94
01290 - Rental Clerk	14.34
01300 - Scheduler, Maintenance	14.52
01311 - Secretary I	14.52
01312 - Secretary II	16.12
01313 - Secretary III	17.60
01314 - Secretary IV	20.69
01315 - Secretary V	25.57
01320 - Service Order Dispatcher	13.30
01341 - Stenographer I	12.06
01342 - Stenographer II	14.34
01400 - Supply Technician	20.69
01420 - Survey Worker (Interviewer)	14.26
01460 - Switchboard Operator-Receptionist	10.65
01510 - Test Examiner	16.12
01520 - Test Proctor	16.12
01531 - Travel Clerk I	11.09
01532 - Travel Clerk II	11.95
01533 - Travel Clerk III	12.79
01611 - Word Processor I	11.45

01612 - Word Processor II	13.79
01613 - Word Processor III	16.27
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.98
03041 - Computer Operator I	12.05
03042 - Computer Operator II	14.61
03043 - Computer Operator III	16.59
03044 - Computer Operator IV	22.60
03045 - Computer Operator V	23.59
03071 - Computer Programmer I (1)	19.99
03072 - Computer Programmer II (1)	24.38
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.70
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.36
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	21.26
05010 - Automotive Glass Installer	19.86
05040 - Automotive Worker	19.15
05070 - Electrician, Automotive	20.76
05100 - Mobile Equipment Servicer	17.65
05130 - Motor Equipment Metal Mechanic	22.47
05160 - Motor Equipment Metal Worker	19.15
05190 - Motor Vehicle Mechanic	22.47
05220 - Motor Vehicle Mechanic Helper	16.93
05250 - Motor Vehicle Upholstery Worker	18.17
05280 - Motor Vehicle Wrecker	19.15
05310 - Painter, Automotive	20.76
05340 - Radiator Repair Specialist	20.96
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	23.06
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.39
07010 - Baker	8.93
07041 - Cook I	8.19
07042 - Cook II	8.83
07070 - Dishwasher	7.16
07130 - Meat Cutter	11.33
07250 - Waiter/Waitress	6.83
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	11.74
09070 - Furniture Refinisher	12.78
09100 - Furniture Refinisher Helper	13.74
09110 - Furniture Repairer, Minor	15.29
09130 - Upholsterer	16.65
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	7.54
11060 - Elevator Operator	6.90
11090 - Gardener	10.26
11121 - House Keeping Aid I	6.79
11122 - House Keeping Aid II	6.90
11150 - Janitor	7.54
11210 - Laborer, Grounds Maintenance	8.23
11240 - Maid or Houseman	6.79
11270 - Pest Controller	10.73
11300 - Refuse Collector	7.54
11330 - Tractor Operator	9.66
11360 - Window Cleaner	8.23
12000 - Health Occupations	
12020 - Dental Assistant	12.93
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.75
12071 - Licensed Practical Nurse I	12.86

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 10
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2. AMENDMENT/MODIFICATION NO. M001	3. EFF. DATE 10/01/2003	4. REQUISITION/PURCHASE REQ. NO. HOUDR-04-003	5. PROJECT NO. (If applicable)
---------------------------------------	----------------------------	--	--------------------------------

6. ISSUED BY Department of Homeland Security (formerly Immigration & Naturaliz.) ACDCPM - 3rd Floor - ATTN: Gilbert 7701 North Stemmons Freeway Dallas TX 75247	7. ADMINISTERED BY (If other than Item 6) Department of Homeland Security (formerly Immigration & Naturaliz.) ACDCPM - 3rd Floor - ATTN: Gilbert 7701 North Stemmons Freeway Dallas TX 75247
--	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Corrections Corporation of America ATTN: Damon Hininger 10 Burton Hills Drive Nashville TN 37215	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. -- / -- ACD-3-C-0015 10B. DATED (SEE ITEM 13) 10/01/2003
--	--

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NET CHANGES: \$94,977.00

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

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

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

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

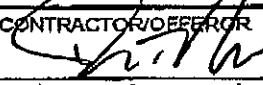
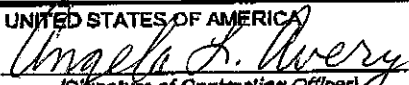
The purpose of this modification is to:

Add CLINS to provide for SACK LUNCHES.

CLINS and sack lunch requirements are as described on attached pages 2 and 3.

Revised contract section "B" pages 3, 4, 5, 5A, 5B, 5C and 5D reflect the added CLINS made the subject of this modification. The revised pages are attached hereto.

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) Damon T. Hininger, Vice President Federal Customer Relations	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Angela L. Avery, Contract Officer
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 4/12/04
15D. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	15E. DATE SIGNED 5/11/04

Vendor Official Requestor
 Receiving G104 Oblg. Other

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

Contract: ACD-3-C-0015
Modification: 001
Date of Contract: 10/01/2003
Subject: "Sack Lunches"

(CONTINUATION)
Modification of Contract
Standard Form 30
Item 14.

The purpose of this modification is to:

1. Provide for box / sack lunches for persons being detained temporarily at the Corrections Corporation of America (CCA) facility at Houston, Texas.

The contractor (CCA) is to provide meals which meet ACA nutritional standards. The meals must be made available within thirty (30) minutes of DHS ordering - with service available 24 hours a day, seven days a week.

The sack lunches shall be in accordance with ACA nutritional standards and shall include, at a minimum, the items included in the sack lunches provided in contract ACD-9-C-0001.

The number of lunches specified in CLINS 0006, 1006, 2006, 3006 and 4006 are estimated quantities, only. There is no guaranteed minimum. The sack lunches represented by these CLINs shall be ordered by issuance of delivery orders.

2. This modification shall add the following CLINs:

<u>CLIN</u>		<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
CLIN 0006	Sack Lunches	54,900 Estimated Meals		
CLIN 1006	Sack Lunches	54,750 Estimated Meals		
CLIN 2006	Sack Lunches	54,750 Estimated Meals		
CLIN 3006	Sack Lunches	54,750 Estimated Meals		
CLIN 4006	Sack Lunches	54,900 Estimated Meals		

b4

Contract: ACD-3-C-0015
Modification: 001
Date of Contract: 10/01/2003
Subject: "Sack Lunches"

Page 3 of 10

3. Replacements pages for Section "B", pages 3, 4, 5, 5A, 5B, 5C and 5D are attached to this modification.
4. This modification 001 reflects a net increase of \$493,290.00

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

Contract Number
 ACD-3-C-0015

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

According to contract requirements, the Contractor shall provide one or more facilities, and all labor, materials and equipment necessary to operate and maintain temporary residential care and secured detention for an estimated maximum of Nine Hundred and Five (905) persons * (Adult males and adult females) per day. All services are to be performed at one or more locations within 35 miles of the Houston, Texas, Bush Intercontinental Airport.

* This Section "B" and the CLINS contained herein contemplate expansion of the existing facility for the purpose of increasing occupancy from the current maximum population (500) to an estimated maximum of 905. This Section "B" further contemplates the time period for the construction of the expansion to be a minimum of twelve (12) to a maximum of eighteen (18) months from October 1, 2003. Thus, increased occupancy (in excess of 500 detainees per day) could occur during Option Period One.

Accordingly, (1) the Base Period provides for an estimated maximum of 500 detainees per day (375 GM and 125 variable); (2) Option Period One provides for a maximum of 905 detainees per day (375 GM and 530 variable); and, (3) Option Period Two, Three and Four each provide for an estimated maximum of 905 detainees per day (679 GM and 226 variable).

"CLIN" means Contract Line Item Number.

BASE PERIOD

Base Period: The one (1) year period commencing on October 1, 2003 and ending on September 30, 2004. (366 days)

<u>CLIN</u>		<u>QUANTITY</u>		<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
0001	Guaranteed Minimum -- 375 adults. (375 persons (x) 366 days)	137,250	Mandays	\$ 75.50	\$ 10,362,375
0002	Variable -- price for the detention of each person in excess of the guaranteed minimum listed in CLIN 001 (125 persons (x) 366 days)	45,750	Estimated Mandays	\$ [REDACTED]	[REDACTED]
0003	Transportation Services	171,550	Estimated Miles	\$ 0.36	\$ 61,758
0004	On-Call Posts	7,884	Estimated Hours	\$ [REDACTED]	[REDACTED]
0006	Sack Lunches	54,900	Estimated Meals	\$ [REDACTED]	[REDACTED]
BASE PERIOD TOTAL ESTIMATED PRICE					\$ 14,132,482
0005	Adult Detainee Volunteer Wages		Estimated	\$ 1.00	

Contract Number
ACD-3-C-0015

OPTION PERIOD ONE

Option Period One: The one (1) year period commencing on October 1, 2004 and ending on September 30, 2005. (365 days)

<u>CLIN</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1001 Guaranteed Minimum -- 375 adults. (375 persons (x) 365 days)	136,875 Mandays	\$ 79.46	\$ 10,876,088
1002 Variable -- price for the detention of each person in excess of the guaranteed minimum listed in CLIN 001 (530 persons (x) 365 days)	193,450 Estimated Mandays	\$ [REDACTED]	[REDACTED]
1003 Transportation Services	171,550 Estimated Miles	\$ 0.37	\$ 63,474
1004 On-Call Posts	7,884 Estimated Hours	\$ [REDACTED]	[REDACTED]
1005 Sack Lunches	54,750 Estimated Meals	\$ [REDACTED]	[REDACTED]
OPTION PERIOD ONE TOTAL ESTIMATED PRICE			\$ 26,571,525
1005 Adult Detainee Volunteer Wages	Estimated	\$ 1.00	

Contract Number
ACD-3-C-0015

OPTION PERIOD TWO

Option Period Two: The one (1) year period commencing on October 1, 2005 and ending on September 30, 2006. (365 days)

<u>CLIN</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
2001 Guaranteed Minimum -- 679 adults. (679 persons (x) 365 days)	247,835 Mandays	\$ 83.04	\$ 20,580,218
2002 Variable -- price for the detention of each person in excess of the guaranteed (226 persons (x) 365 days)	82,490 Estimated Mandays	\$ [REDACTED]	[REDACTED]
2003 Transportation Services	171,550 Estimated Miles	\$ 0.38	\$ 65,189
2004 On-Call Posts	7,884 Estimated Hours	\$ [REDACTED]	[REDACTED]
2006 Sack Lunches	54,750 Estimated Meals	\$ [REDACTED]	[REDACTED]
OPTION PERIOD TWO TOTAL ESTIMATED PRICE			\$ 27,762,861
2005 Adult Detainee Volunteer Wages	Estimated	\$ 1.00	

Contract Number
ACD-3-C-0015**OPTION PERIOD THREE**

Option Period Three: The one (1) year period commencing on October 1, 2006 and ending on September 30, 2007. (365 days)

<u>CLIN</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
3001 Guaranteed Minimum -- 679 adults. (679 persons (x) 365 days)	247,835 Mandays	\$ 86.36	\$ 21,403,031
3002 Variable -- price for the detention of each person in excess of the guaranteed minimum listed in CLIN 001 (226 persons (x) 365 days)	82,490 Estimated Mandays	\$	b4
3003 Transportation Services	171,550 Estimated Miles	\$ 0.395	\$ 67,762
3004 On-Call Posts	7,884 Estimated Hours	\$	b4
3006 Sack Lunches	54,750 Estimated Meals	\$	b4
OPTION PERIOD THREE TOTAL ESTIMATED PRICE			\$ 28,869,369
3005 Adult Detainee Volunteer Wages	Estimated	\$ 1.00	

Contract Number
ACD-3-C-0015

OPTION PERIOD FOUR

Option Period Four: The one (1) year period commencing on October 1, 2007 and ending on September 30, 2008. (366 days)

<u>CLIN</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
4001	Guaranteed Minimum -- 679 adults. (679 persons (x) 366 days)	248,514 Mandays	\$ 89.17 \$ 22,159,993
4002	Variable -- price for the detention of each person in excess of the guaranteed minimum listed in CLIN 001 (226 persons (x) 366 days)	82,716 Estimated Mandays	\$ [REDACTED] b4
4003	Transportation Services	171,550 Estimated Miles	\$ 0.405 \$ 69,478
4004	On-Call Posts	7,884 Estimated Hours	\$ [REDACTED] b4
4006	Sack Lunches	54,900 Estimated Meals	\$ [REDACTED]
OPTION PERIOD THREE TOTAL ESTIMATED PRICE			\$ 29,887,123
4005	Adult Detainee Volunteer Wages	Estimated	\$ 1.00

Contract Number
ACD-3-C-0015**SPECIAL NOTES:**

1. Reserved
2. This is an Indefinite Delivery, Indefinite Quantity (IDIQ) contract and the quantities indicated above constitute the Government's best estimate of the requirements. Evaluation and award of the contract will be based upon the sum of all of the line items.

The guaranteed minimum for the base period will be obligated on the contract. The guaranteed minimum for the option periods will be on the modification document which exercises the option. The guaranteed minimum for any options exercised under FAR 52.217-8 will be on the modification document which exercises the option. All other CLINs will be ordered by issuance of delivery orders.

Guaranteed Minimum: INS will guarantee the usage of seventy-five percent (75%) of the estimated maximum for the base period and for option periods two, three and four. The guaranteed minimum for option period one was computed differently in order to take into consideration the uncertainty as to the exact date of occupancy for the expanded portion of the facility.

At the end of each performance period, should there be a shortfall in meeting the guaranteed minimum, the Government shall make a lump sum payment from an invoice submitted by the contractor.

The guaranteed minimums are as follows:

<u>Performance Period</u>	<u>Guaranteed Minimum</u>	<u>Estimated Variable</u>	<u>Maximum</u>
Base Year	375	125	500
First Option	375	530	905
Second Option	679	226	905
Third Option	679	226	905
Fourth Option	679	226	905

3. This Contract is renewable at the option of the Government in accordance with FAR clause 52.217-8, "Option to Extend Services". The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days before the expiration of the current performance period.

In the event an option provision is exercised by the Government in accordance with FAR clause 52.217-8, "Option to Extend Services", the option period rates shall be the rates charged the Government in the contract period immediately preceding the exercise of the option. Additional CLIN(s) will be created / added on an as needed basis if and when option(s) under FAR 52.217-8 is / are exercised. Guaranteed minimum for any options exercised under FAR 52.217-8 will be on the modification document which exercises the option. All other CLIN(s) will be ordered by issuance of delivery orders.

4. Offerors must submit proposals for the base period and all four (4) option periods. Failure to submit a proposal on the base period and this total requirement will be a basis for rejection of the offer.

Contract Number
ACD-3-C-0015

- 5. In accordance with FAR clause 52.216-27, the government reserves the right to make multiple awards in response to this solicitation.
- 6. Reserved.
- 7. **Management, Oversight and Accreditation:** It is the contractor's responsibility to provide adequate and appropriate management oversight for the implementation and successful performance of the contract. Unless otherwise specified by an authorized INS representative, the contractor is required to perform in continual compliance with the most current editions of the INS Detention Standards and the American Correctional Association, Standards for Adult Local Detention Facilities (ACA ALDF). Accomplishment of some INS Detention Standards and ACA ALDF Standards are augmented by INS policy and/or procedure. In such instances, the Statement of Work identifies and provides direction for the advanced requirements.

The contractor shall maintain ACA accreditation throughout the life of the contract, inclusive of any option periods exercised.

- 8. **INS Detention Standards:** The Government requires compliance with the INS Detention Standards as part of this solicitation and any resulting contract. The contractor is further required to perform in continual compliance with the most current edition / addition(s) of the INS Detention Standards. The contractor shall comply with and implement any applicable changes necessitated as a result of changes in INS Detention Standards or DHS policy and procedures.

It is the contractor's responsibility to routinely review the INS Detention Standards. Should the Government invoke changes as a result of INS Detention Standards requirements, the contractor retains rights and remedies (i.e., equitable adjustment) under the terms and conditions of the contract.

Timely compliance shall be construed to mean the contractor shall have 30 calendar days after the contractor identifies the requirement to propose remedies and provide supporting documentation. The contractor will have 30 calendar days from approval (by the Contracting Officer) to implement / begin compliance with the new standards. This time may be shortened or extended only by notice in writing issued by the Contracting Officer.

In the event this solicitation or the resulting contract is in conflict with INS Detention Standards, the contractor shall give precedence to the INS Detention Standards (latest edition). Where the INS Detention Standards are more stringent than or conflict with the ACA standards, the INS Detention Standards will take precedence.

The current internet address for the INS Detention Standards is:

<http://www.immigration.gov/graphics/lawsregs/guidance.htm>



FAX

**U.S. Department of Homeland Security
ACDCPM**

TRANSMITTED TO: Corrections Corporation of America

ATTENTION: Damon Hiniger

OFFICE:

Telephone No. (615) [REDACTED] b6

Fax No. (615) 263-3090

TRANSMITTED FROM: Department of Homeland Security

OFFICE: ACDCPM

NAME OF OFFICIAL: Julian M. Stephens

Telephone No. 214 [REDACTED] b6

Fax No. 214-905-5568

DATE TRANSMITTED: 05/13/2004

NUMBER OF PAGES TRANSMITTED: COVER PLUS 11

COMMENTS: Please disregard earlier fax copy of Modification 1-I was not aware that CCA was only awaiting the signature of Contracting Officer Angela Avery's signature.

Thanks,

Julian Stephens

**CORRECTIONS CORPORATION OF AMERICA**

10 Burton Hills Blvd.
Nashville, Tennessee 37215
Phone: 615-263-3000
FAX: 615-263-3090

Facsimile Message

To: Vicki Gilbert

Fax #214-905-5568

From: Damon Hininger

Pages (Including Cover): 11

Date: April 12, 2004

Message:

The following information contained in this facsimile is CONFIDENTIAL and is intended for the use of the person or entity to whom it is above addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this facsimile is strictly prohibited. If you have received this facsimile in error, please contact the telephone number listed above and return all pieces of this facsimile to the address listed. Thank you.

2. AMENDMENT/MODIFICATION NO. A002	3. EFF. DATE 07/09/2004	4. REQUISITION/PURCHASE REQ. NO. PRO-4-00000	5. PROJECT NO. (If applicable)
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6. ISSUED BY Department of Homeland Security Immigration & Customs Enforcement HQ Procurement 425 I Street NW Rm 2208 Washington DC 20536	7. ADMINISTERED BY (If other than Item 6) Department of Homeland Security Immigration & Customs Enforcement HQ Procurement 425 I Street NW Rm 2208 Washington DC 20536
--	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Corrections Corporation of America Attn: Damon Hininger 10 Burton Hills Drive Nashville TN 37215	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. X ACD-3-C-0015 / --
CODE 159734151 FACILITY CODE	10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NET CHANGES: \$0.00

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

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

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

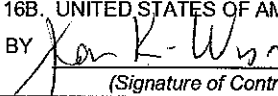
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is as follows:

1) Change the contract administration office from
Department of Homeland Security
(formerly Immigration & Naturaliz)
ACDPM - 3rd Floor - ATTN: Gilbert
7701 North Stemmons Freeway
Dallas, TX 75247

to

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jan K. Wisor Acting Chief General Contracts Branch		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 7/16/04

Vendor Official Requestor
 Receiving G104 Oblig. Other

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. A002	3. EFF. DATE 07/09/2004	4. REQUISITION/PURCHASE REQ. NO. PRO-4-00000	PAGE OF 2	PAGES 2

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

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

All other terms and conditions including the payment office remains unchanged.

Questions regarding this modification contact Tanya M. Hill (202) [b6] or
Angie Park (202) [b6] Contracting Specialists

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. M003	3. EFF. DATE 09/10/2004	4. REQUISITION/PURCHASE REQ. NO. DRO-04-RQ0305	5. PROJECT NO. (if applicable)	
6. ISSUED BY Department of Homeland Security Immigration & Customs Enforcement HQ Procurement 425 I Street NW Rm 2208 Washington DC 20536		7. ADMINISTERED BY (if other than item 6) Department of Homeland Security Immigration & Customs Enforcement HQ Procurement 425 I Street NW Rm 2208 Washington DC 20536 <i>Holtzman</i>		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Corrections Corporation of America Attn: Damon Hinzinger 10 Burton Hills Drive Nashville TN 37215 CODE 159734151 FACILITY CODE			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. X ACD-3-C-0015 / -	
			10B. DATED (SEE ITEM 13)	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See "ATTACHMENT A" NET CHANGES: \$551,150.00

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

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

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.103 (b).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
52.243-1 Changes - Fixed Price Alt I

D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is as follows:

- 1) Incorporate Supplemental Agreement for Health Care Services with Statement of Work.
- 2) Provide funding for equitable adjustment in the amount of \$551,150.00.

This modification has changed the obligated amount from \$14,132,492.00 to \$14,683,642.00 for a Net Increase of \$551,150.00.

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) <i>Damon T. Hinzinger, UP, Fed Const. Bd</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jan K. Wisor Acting Chief General Contracts Branch	
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED 9/22/04	16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 9/29/04
<input type="checkbox"/> Vendor <input type="checkbox"/> Receiving	<input type="checkbox"/> Official <input type="checkbox"/> G104 Oblig.	<input type="checkbox"/> Requestor <input type="checkbox"/> Other	STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation	1. CONTRACT ID CODE
--	----------------------------

2. AMENDMENT/MODIFICATION NO.	3. EFF. DATE	4. REQUISITION/PURCHASE REQ. NO.	PAGE OF PAGES	
M003	09/10/2004	DRO-04-RQ0305	2	2

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

All other terms and conditions remains unchanged.

Questions regarding this modification contact Tanya M. Hill (202) [b6] or
 Angie Park (202) [b6] Contracting Specialists

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES	
					1 2	
2. AMENDMENT/MODIFICATION NO. A005		3. EFF. DATE 09/21/2004	4. REQUISITION/PURCHASE REQ. NO. 04DIH9055		5. PROJECT NO. (if applicable)	
6. ISSUED BY Department of Homeland Security Immigration & Customs Enforcement HQ Procurement 425 I Street NW Rm 2208 Washington DC 20536			7. ADMINISTERED BY (if other than Item 6) Department of Homeland Security Immigration & Customs Enforcement HQ Procurement 425 I Street NW Rm 2208 Washington DC 20536			
B. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Corrections Corporation of America Attn: Damon Hingger 10 Burton Hills Drive Nashville TN 37215			9A. AMENDMENT OF SOLICITATION NO.			
CODE 159734151			9B. DATED (SEE ITEM 11)			
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. X ACD-3-C-0015 / --			
			10B. DATED (SEE ITEM 13)			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

b2Low NET CHANGES: \$78,265.00

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

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

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

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

The purpose of this modification is as follows:

- 1) Incorporate the Statement of Work and Cost Proposal for Facilities Renovation Services to include the installation of two (2) negative air pressure isolation rooms at the ICE Houston CDF Facility in Houston, TX.
- 2) Provide invoicing instructions for the equitable adjustment incurred due to this modification. See Attachment A.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Damon T. Hingger, VP, Fed. Cust. Rel.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jan K. Wisor Acting Chief General Contracts Branch	
15B. CONTRACTOR OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)		15C. DATE SIGNED 9/22/04	16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)
<input type="checkbox"/> Vendor <input type="checkbox"/> Official <input type="checkbox"/> Requestor		16C. DATE SIGNED 9/24/04	
<input type="checkbox"/> Receiving <input type="checkbox"/> G104 Oblig. <input type="checkbox"/> Other		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. A005	3. EFF. DATE 09/21/2004	4. REQUISITION/PURCHASE REQ. NO. 04DIHS055	PAGE OF	PAGES 2 2

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

This modification is of no cost to Immigration and Customs Enforcement (ICE) and will be paid for by Department of Immigration Health Services (DIHS).

All other terms and conditions remains unchanged.

Questions regarding this modification contact Tanya M. Hill (202) [b6] or
Angie Park (202) [b6], Contracting Specialists

2. AMENDMENT/MODIFICATION NO. X006	3. EFF. DATE 10/01/2004	4. REQUISITION/PURCHASE REQ. NO. DRO-04-RQ0313	5. PROJECT NO. (If applicable)
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6. ISSUED BY Department of Homeland Security Immigration & Customs Enforcement HQ Procurement 425 I Street NW Rm 2208 Washington DC 20536	7. ADMINISTERED BY (If other than Item 6) Department of Homeland Security Immigration & Customs Enforcement HQ Procurement 425 I Street NW Rm 2208 Washington DC 20536
--	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Corrections Corporation of America Attn: Damon Himinger 10 Burton Hills Drive Nashville TN 37215	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. X ACD-3-C-0015 / ---
	10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NET CHANGES: \$0.00

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

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

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

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

The purpose of this modification is to Exercise Option Period One - Period of Performance October 1, 2004 through September 30, 2005 - CLINS 1001 through 1006.

This modification is subject to FAR 52.232-18 Availability of Funds (APR 1984).

All other terms and conditions remains unchanged.

Questions regarding this modification contact Tanya M. Hill (202) [redacted] or Angie Park (202) [redacted] Contracting Specialists

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jan K. Wisor Acting Chief General Contracts Branch
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY <u>Jan K. Wisor</u> (Signature of Contracting Officer)
	16C. DATE SIGNED 9/29/04

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 12/30/2004	4. REQUISITION/PURCHASE REQ. NO. DRO-05-RQ0313	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD STE 100 NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 1597341510000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-C-0015	10B. DATED (SEE ITEM 13) 09/23/2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

See "ATTACHMENT A" Net Changes \$6,618,791.25

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

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

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

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

Tax ID Number: 621763875

DUNS Number: 159734151

The purpose of this modification is as follows:

1) In accordance with FAR clause 52.232-18 "Subject to Availability of Funds" April 1984, the Contracting Officer hereby notifies the Contractor that incremental funding is now available on Contract No. ACD-3-C-0015 - Option Period One.

2) Add funding in the amount of \$6,618,791.25 for the first quarter of Option Period One - October 1, 2004 through December 31, 2004 - Guaranteed Minimum for CLIN No. 1001.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jan K. Wisor	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Jan K. Wisor (Signature of Contracting Officer)	2/10/05

CONTINUATION SHEET

REFERENCE NUMBER DOCUMENT BEING CONTINUED
 ACD-3-C-0015/P00007

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES. (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3) Incorporate the Revised Department of Labor Wage Determination No. 94-2515 Revision No. 30 retroactively to the start of Option Period 1 - October 1, 2004.</p> <p>This modification changes the obligated amount from \$0.00 to \$6,618,791.25 for a Net Increase of \$6,618,791.25.</p> <p>All other terms and conditions remains unchanged.</p> <p>Questions regarding this modification contact Tanya M. Hill, (202) [REDACTED] or Angie Park (202) [REDACTED] Contracting Specialists. Period of Performance: 10/01/2004 to 09/30/2005</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE 06/08/2005	4. REQUISITION/PURCHASE REQ.NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD STE 100 NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 1597341510000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-C-0015	10B. DATED (SEE ITEM 13) 09/23/2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

See ATTACHMENT A Net Increase: \$4,651,298.12

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

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

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

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

Tax ID Number: 621763875
DUNS Number: 159734151

The purpose of this modification is as follows:

1) Add funding in the amount of \$.4,651,298.12 for the second quarter of Option Period One - January 1, 2005 through March 31, 2005 for CLINS 1001 through 1006 as shown on the attached.

2) Change the Contract Specialist from Tanya M. Hill to Patricia Espinoza, Contract Specialist, (202) [redacted]

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) Victoria D. Short	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 06/08/2005
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. DOCUMENT BEING CONTINUED
 ACD-3-C-0015/P00008

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NAME OF OFFEROR OR CONTRACTOR
 CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>This modification changes the obligated amount from \$6,618,791.25 to \$11,270,089.37 for a Net Increase of \$4,651,298.12.</p> <p>Requisition Nos. FHO05040A, FHO05040B, FHO05040C</p> <p>All other terms and conditions remains unchanged.</p> <p>Questions regarding this modification please contact Tanya M. Hill, Contract Specialist, (202) b6</p> <p>Period of Performance: 10/01/2004 to 09/30/2005</p>				

JANUARY 1 – 31, 2005 (Requisition No. FHO05040A)

CLIN	Estimated Qty	UNIT PRICE	TOTAL
	Ordered		
1001 and 1002 Detention Mandays			
1003 Transportation			
1005 Wages		b4	
1006 Sack Lunches			
			\$ 1,554,291.00

FEBRUARY 1 – 28, 2005 (Requisition No. FHO05040B)

CLIN	Estimated Qty	UNIT PRICE	TOTAL
	Ordered		
1001 and 1002 Detention Mandays			
1003 Transportation			
1005 Wages		b4	
1006 Sack Lunches			
			\$ 1,401,879.31

MARCH 1 – 31, 2005 (Requisition No. FHO05040C)

CLIN	Estimated Qty	UNIT PRICE	TOTAL
	Ordered		
1001 and 1002 Detention Mandays			
1003 Transportation			
1005 Wages		b4	
1006 Sack Lunches			
			\$ 1,695,127.81

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: FHO05040A

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
[REDACTED]							\$1,540,967.78
[REDACTED]							\$3,858.62
[REDACTED]							\$5,619.00
[REDACTED]							b4

REQUISITION NUMBER: FHO05040B

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
[REDACTED]							\$1,390,311.62
[REDACTED]							\$4,068.41
[REDACTED]							\$4,387.60
[REDACTED]							b4

REQUISITION NUMBER: FHO05040C

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
[REDACTED]							\$1,680,340.62
[REDACTED]							\$4,201.83
[REDACTED]							\$6,650.00
[REDACTED]							b4

2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE 08/08/2005	4. REQUISITION/PURCHASE REQ.NO. FHO05040C.1	5. PROJECT NO. (if applicable)
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6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (if other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD STE 100 NASHVILLE TN 372156105	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-C-0015
		10B. DATED (SEE ITEM 13) 09/23/2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required.)
SEE ATTACHMENT A NET INCREASE \$1,668.66

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Tax ID Number: 621763875
DUNS Number: 159734151
Provide funding in the amount of b4 for March 2005 costs under CLINS 1001 and 1002 (2nd quarter funding).

All other terms and conditions remain unchanged.
FOB: Destination
Discount Terms:
b2Low
Period of Performance: 10/01/2004 to 09/30/2005

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jan K. Wisor
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	(Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 8/11/05

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: FHO05040C.1

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
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b2Low

b4

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00010		3. EFFECTIVE DATE 10/27/2005		4. REQUISITION/PURCHASE REQ. NO.	
5. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536		6. CODE ICE		7. ADMINISTERED BY (If other than item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD STE 100 NASHVILLE TN 372156105		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 1597341510000 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-C-0015		10B. DATED (SEE ITEM 13) 09/23/2003	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

See Schedule

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR Part 17.207(c) Exercise of Options

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: 621763875

DUNS Number: 159734151

The purpose of this modification is to exercise Option Period Two - Period of Performance October 1, 2005 - September 30, 2006 - CLINS 2001 through 2006.

The Program POC is William Kowis (281) b6

The Procurement POC is Anthony Gomez (202) b6

All other terms and conditions remain unchanged.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Damon T. Hininger, Vice President Federal Customer Relations		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jan K. Wisor	
15B. CONTRACT OFFEROR <i>(Signature)</i>		16C. DATE SIGNED 11/7/05	16B. UNITED STATES OF AMERICA <i>(Signature)</i>
		16D. DATE SIGNED 11/7/05	

NSN 7540-01-182-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-63)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	ACD-3-C-0015/P00010	2	3

NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 10/01/2005 to 09/30/2006				

2. AMENDMENT/MODIFICATION NO. P00011 3. EFFECTIVE DATE 11/08/2005 4. REQUISITION/PURCHASE REQ.NO. 5. PROJECT NO. (If applicable) 1 2

6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536 CODE ICE 7. ADMINISTERED BY (If other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536 CODE ICE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD STE 100 NASHVILLE TN 372156105 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 9C. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-C-0015 10B. DATED (SEE ITEM 13) 09/23/2003 CODE 1597341510000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

Tax ID Number: 621763875 DUNS Number: 159734151

The purpose of this contract modification is to incorporate the Revised Department of Labor Wage Determination No. 94-2515, Revision 32, dated 05/23/2005.

All other terms and conditions remain unchanged.

The Procurement POC is Anthony Gomez (202) [redacted] b6 Period of Performance: 10/01/2005 to 09/30/2006

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jan K. Wisor 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED 11/10/05 (Signature of person authorized to sign) (Signature of Contracting Officer)

94-2515 TX, HOUSTON

WAGE DETERMINATION NO: 94-2515 REV (32) AREA: TX, HOUSTON

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2516

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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William W.Gross Director	Division of Wage Determinations		Wage Determination No.: 1994-2515 Revision No.: 32 Date Of Revision: 05/23/2005
-----------------------------	------------------------------------	--	---

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.45
01012 - Accounting Clerk II	12.35
01013 - Accounting Clerk III	13.86
01014 - Accounting Clerk IV	15.29
01030 - Court Reporter	17.73
01050 - Dispatcher, Motor Vehicle	15.40
01060 - Document Preparation Clerk	12.07
01070 - Messenger (Courier)	9.87
01090 - Duplicating Machine Operator	12.07
01110 - Film/Tape Librarian	11.50
01115 - General Clerk I	9.63
01116 - General Clerk II	10.80
01117 - General Clerk III	12.97
01118 - General Clerk IV	14.88
01120 - Housing Referral Assistant	19.36
01131 - Key Entry Operator I	11.20
01132 - Key Entry Operator II	14.32
01191 - Order Clerk I	13.36
01192 - Order Clerk II	15.24
01261 - Personnel Assistant (Employment) I	12.28
01262 - Personnel Assistant (Employment) II	13.79
01263 - Personnel Assistant (Employment) III	16.50
01264 - Personnel Assistant (Employment) IV	17.63
01270 - Production Control Clerk	18.50
01290 - Rental Clerk	14.34
01300 - Scheduler, Maintenance	14.67
01311 - Secretary I	14.67
01312 - Secretary II	17.73
01313 - Secretary III	19.36
01314 - Secretary IV	22.76

01315 - Secretary V	25.57
01320 - Service Order Dispatcher	14.63
01341 - Stenographer I	12.72
01342 - Stenographer II	15.12
01400 - Supply Technician	22.76
01420 - Survey Worker (Interviewer)	15.53
01460 - Switchboard Operator-Receptionist	10.88
01510 - Test Examiner	17.73
01520 - Test Proctor	17.73
01531 - Travel Clerk I	11.56
01532 - Travel Clerk II	12.46
01533 - Travel Clerk III	13.33
01611 - Word Processor I	11.45
01612 - Word Processor II	13.79
01613 - Word Processor III	16.27
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	13.45
03041 - Computer Operator I	13.45
03042 - Computer Operator II	15.53
03043 - Computer Operator III	17.54
03044 - Computer Operator IV	24.69
03045 - Computer Operator V	23.90
03071 - Computer Programmer I (1)	21.12
03072 - Computer Programmer II (1)	26.16
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.41
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.45
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	21.26
05010 - Automotive Glass Installer	21.68
05040 - Automotive Worker	20.91
05070 - Electrician, Automotive	22.66
05100 - Mobile Equipment Servicer	19.27
05130 - Motor Equipment Metal Mechanic	24.53
05160 - Motor Equipment Metal Worker	20.91
05190 - Motor Vehicle Mechanic	24.53
05220 - Motor Vehicle Mechanic Helper	18.48
05250 - Motor Vehicle Upholstery Worker	19.84
05280 - Motor Vehicle Wrecker	20.91
05310 - Painter, Automotive	22.66
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.17
07000 - Food Preparation and Service Occupations	
(not set.) - Food Service Worker	8.01
07010 - Baker	10.04
07041 - Cook I	8.65
07042 - Cook II	9.33
07070 - Dishwasher	8.11
07130 - Meat Cutter	12.36
07250 - Waiter/Waitress	7.75
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	11.74
09070 - Furniture Refinisher	16.09
09100 - Furniture Refinisher Helper	13.74
09110 - Furniture Repairer, Minor	15.29

09130 - Upholsterer	16.65
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.12
11060 - Elevator Operator	7.39
11090 - Gardener	12.14
11121 - House Keeping Aid I	7.27
11122 - House Keeping Aid II	7.68
11150 - Janitor	8.17
11210 - Laborer, Grounds Maintenance	9.75
11240 - Maid or Houseman	7.27
11270 - Pest Controller	12.98
11300 - Refuse Collector	9.12
11330 - Tractor Operator	11.44
11360 - Window Cleaner	8.92
12000 - Health Occupations	
12020 - Dental Assistant	14.22
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.93
12071 - Licensed Practical Nurse I	14.15
12072 - Licensed Practical Nurse II	15.88
12073 - Licensed Practical Nurse III	17.10
12100 - Medical Assistant	11.91
12130 - Medical Laboratory Technician	13.90
12160 - Medical Record Clerk	13.13
12190 - Medical Record Technician	16.02
12221 - Nursing Assistant I	7.08
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.62
12224 - Nursing Assistant IV	12.40
12250 - Pharmacy Technician	13.10
12280 - Phlebotomist	13.30
12311 - Registered Nurse I	24.51
12312 - Registered Nurse II	30.20
12313 - Registered Nurse II, Specialist	32.08
12314 - Registered Nurse III	37.96
12315 - Registered Nurse III, Anesthetist	37.96
12316 - Registered Nurse IV	43.48
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.40
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	17.60
13042 - Illustrator II	22.56
13043 - Illustrator III	26.40
13047 - Librarian	23.29
13050 - Library Technician	12.96
13071 - Photographer I	13.93
13072 - Photographer II	17.60
13073 - Photographer III	22.56
13074 - Photographer IV	26.40
13075 - Photographer V	30.06
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.98
15030 - Counter Attendant	7.98
15040 - Dry Cleaner	10.25
15070 - Finisher, Flatwork, Machine	7.98
15090 - Presser, Hand	7.98
15100 - Presser, Machine, Drycleaning	7.98
15130 - Presser, Machine, Shirts	7.98
15160 - Presser, Machine, Wearing Apparel, Laundry	7.98

15190 - Sewing Machine Operator	10.85
15220 - Tailor	11.67
15250 - Washer, Machine	8.76
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.65
19040 - Tool and Die Maker	19.20
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.33
21020 - Material Coordinator	18.50
21030 - Material Expediter	18.50
21040 - Material Handling Laborer	12.26
21050 - Order Filler	10.53
21071 - Forklift Operator	12.84
21080 - Production Line Worker (Food Processing)	12.84
21100 - Shipping/Receiving Clerk	12.43
21130 - Shipping Packer	12.43
21140 - Store Worker I	9.57
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.57
21210 - Tools and Parts Attendant	13.58
21400 - Warehouse Specialist	12.84
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	23.19
23040 - Aircraft Mechanic Helper	18.07
23050 - Aircraft Quality Control Inspector	24.21
23060 - Aircraft Servicer	20.10
23070 - Aircraft Worker	21.18
23100 - Appliance Mechanic	16.65
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	20.27
23130 - Carpenter, Maintenance	18.58
23140 - Carpet Layer	15.92
23160 - Electrician, Maintenance	25.19
23181 - Electronics Technician, Maintenance I	15.91
23182 - Electronics Technician, Maintenance II	20.59
23183 - Electronics Technician, Maintenance III	24.17
23260 - Fabric Worker	15.00
23290 - Fire Alarm System Mechanic	17.43
23310 - Fire Extinguisher Repairer	14.40
23340 - Fuel Distribution System Mechanic	19.17
23370 - General Maintenance Worker	15.46
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.17
23430 - Heavy Equipment Mechanic	17.43
23440 - Heavy Equipment Operator	17.43
23460 - Instrument Mechanic	17.47
23470 - Laborer	10.14
23500 - Locksmith	16.65
23530 - Machinery Maintenance Mechanic	19.81
23550 - Machinist, Maintenance	20.16
23580 - Maintenance Trades Helper	13.58
23640 - Millwright	19.48
23700 - Office Appliance Repairer	16.65
23740 - Painter, Aircraft	18.32
23760 - Painter, Maintenance	16.65
23790 - Pipefitter, Maintenance	19.33
23800 - Plumber, Maintenance	18.87
23820 - Pneudraulic Systems Mechanic	17.47
23850 - Rigger	17.47
23870 - Scale Mechanic	15.92
23890 - Sheet-Metal Worker, Maintenance	17.43
23910 - Small Engine Mechanic	15.92

23930 - Telecommunication Mechanic I	21.33
23931 - Telecommunication Mechanic II	22.28
23950 - Telephone Lineman	21.09
23960 - Welder, Combination, Maintenance	17.43
23965 - Well Driller	17.43
23970 - Woodcraft Worker	17.47
23980 - Woodworker	10.27
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.06
24600 - Chore Aid	6.36
24630 - Homemaker	15.41
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	21.14
25040 - Sewage Plant Operator	17.00
25070 - Stationary Engineer	21.14
25190 - Ventilation Equipment Tender	14.33
25210 - Water Treatment Plant Operator	16.65
27000 - Protective Service Occupations	
(not set) - Police Officer	21.21
27004 - Alarm Monitor	13.96
27006 - Corrections Officer	18.04
27010 - Court Security Officer	18.04
27040 - Detention Officer	18.04
27070 - Firefighter	17.70
27101 - Guard I	10.14
27102 - Guard II	17.90
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.16
28020 - Hatch Tender	16.16
28030 - Line Handler	16.16
28040 - Stevedore I	15.12
28050 - Stevedore II	17.21
29000 - Technical Occupations	
21150 - Graphic Artist	23.11
29010 - Air Traffic Control Specialist, Center (2)	35.18
29011 - Air Traffic Control Specialist, Station (2)	24.26
29012 - Air Traffic Control Specialist, Terminal (2)	26.71
29023 - Archeological Technician I	19.34
29024 - Archeological Technician II	21.66
29025 - Archeological Technician III	26.79
29030 - Cartographic Technician	27.31
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.70
29040 - Civil Engineering Technician	24.82
29061 - Drafter I	16.82
29062 - Drafter II	17.44
29063 - Drafter III	21.12
29064 - Drafter IV	26.79
29081 - Engineering Technician I	15.08
29082 - Engineering Technician II	18.74
29083 - Engineering Technician III	21.81
29084 - Engineering Technician IV	27.69
29085 - Engineering Technician V	36.15
29086 - Engineering Technician VI	41.10
29090 - Environmental Technician	24.76
29100 - Flight Simulator/Instructor (Pilot)	32.45
29160 - Instructor	23.47
29210 - Laboratory Technician	19.77
29240 - Mathematical Technician	28.04
29361 - Paralegal/Legal Assistant I	17.80

29362 - Paralegal/Legal Assistant II	21.38
29363 - Paralegal/Legal Assistant III	26.62
29364 - Paralegal/Legal Assistant IV	29.59
29390 - Photooptics Technician	26.79
29480 - Technical Writer	24.02
29491 - Unexploded Ordnance (UXO) Technician I	22.35
29492 - Unexploded Ordnance (UXO) Technician II	27.05
29493 - Unexploded Ordnance (UXO) Technician III	34.42
29494 - Unexploded (UXO) Safety Escort	22.35
29495 - Unexploded (UXO) Sweep Personnel	22.35
29620 - Weather Observer, Senior (3)	21.81
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.99
29622 - Weather Observer, Upper Air	17.99
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.48
31260 - Parking and Lot Attendant	8.34
31290 - Shuttle Bus Driver	12.67
31300 - Taxi Driver	9.00
31361 - Truckdriver, Light Truck	12.67
31362 - Truckdriver, Medium Truck	14.97
31363 - Truckdriver, Heavy Truck	16.00
31364 - Truckdriver, Tractor-Trailer	16.00
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.21
99030 - Cashier	9.10
99041 - Carnival Equipment Operator	9.72
99042 - Carnival Equipment Repairer	10.22
99043 - Carnival Worker	7.50
99050 - Desk Clerk	10.65
99095 - Embalmer	19.59
99300 - Lifeguard	11.75
99310 - Mortician	24.04
99350 - Park Attendant (Aide)	14.75
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.48
99500 - Recreation Specialist	14.74
99510 - Recycling Worker	13.45
99610 - Sales Clerk	10.85
99620 - School Crossing Guard (Crosswalk Attendant)	8.29
99630 - Sport Official	11.47
99658 - Survey Party Chief (Chief of Party)	19.92
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.23
99660 - Surveying Aide	13.64
99690 - Swimming Pool Operator	13.10
99720 - Vending Machine Attendant	10.91
99730 - Vending Machine Repairer	13.10
99740 - Vending Machine Repairer Helper	11.19

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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE 01/12/2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD STE 100 NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1597341510000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-C-0015	
		10B. DATED (SEE ITEM 13) 09/23/2003	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

See Schedule

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

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

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

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

Tax ID Number: 621763875

DUNS Number: 159734151

The purpose of this contract modification is to designate a new Warden of the Houston Processing Center.

1. The Government has approved Mr. Robert Lacy, Jr. to be placed in the position of Warden of the Houston Processing Center.

2. The ICE/DRO COTR is William Kowis (281) b6

3. The ICE/DRO Program POC is John Washington, (202) b6

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)	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jan K. Wisor	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 1/14/06
	(Signature of person authorized to sign)		(Signature of Contracting Officer)		

CONTINUATION SHEET

REFERENCE OF DOCUMENT BEING CONTINUED
ACD-3-C-0015/P00012

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>4. The ICE Office of Acquisition Management POC is Anthony Gomez, (202) [REDACTED] b6</p> <p>ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED. Period of Performance: 10/01/2004 to 09/30/2009</p>				



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

January 12, 2006

Mr. Damon Hininger
Corrections Corporation of America, Inc.
10 Burton Hills Boulevard
Nashville, TN 37215

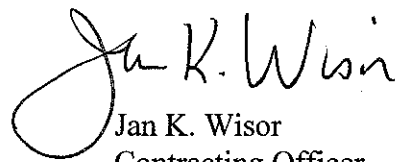
Re: Recommendation of [REDACTED] b6,b7c on Contract ACD-3-C-0015

Dear Mr. Hininger:

This letter is to inform you that the Government has reviewed your letter and accompanying resume recommending [REDACTED] b6,b7c Jr. be placed in the position of Warden of the Houston Processing Center. I find that [REDACTED] b6,b7c meets all the requirements for this position as called for in the Contract and concur with your recommendation of his placement in the position of Warden.

If you have any questions pertaining to this matter, please contact Mr. Anthony Gomez at (202) [REDACTED] b6 or [REDACTED] b6

Sincerely,


Jan K. Wisor
Contracting Officer

cc: William Kowis
John Washington

2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE 01/19/2006	4. REQUISITION/PURCHASE REQ. NO. FH0060020E	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (if other than item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE

B. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD STE 100 NASHVILLE TN 372156105	(X) 9A. AMENDMENT OF SOLICITATION NO. .
	9B. DATED (SEE ITEM 11)
	X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-C-0015
	10B. DATED (SEE ITEM 11) 09/23/2003
CODE 1597341510000 FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in item 10. 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. No view of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
 Net Increase: \$60,610.80

SEE ATTACHMENT A

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 10.

CHECK ONE:	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 10 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 10, PURSUANT TO THE AUTHORITY OF FAR 43.103(e).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.222-41 and FAR 52.222-43
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF session headings, including solicitation/contract subject matter where feasible.)
 Tax ID Number: 62-1763875
 DUNS Number: 159734151

The purpose of this contract modification is to incorporate an equitable adjustment for the revised wage determination stated in P00011 as follows:

1. Pursuant to FAR 52.222-41--Service Contract Act of 1955, as amended (May 1989) and FAR 52.222-43--Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (May 1989), an equitable adjustment is made to reflect the Revised Department of Labor Wage Determination No: 94-2515, Revision 32, dated 05/23/2005 as incorporated in P00013 to this contract, dated 11/10/05.
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Damon T. Hinger, VP, Fed. Cust. Rel.	15B. CONTRACT/OFFER NO.	15C. DATE SIGNED 4/3/06	15D. UNITED STATES OF AMERICA Jan K. Wisor (Contracting Officer)	15E. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jan K. Wisor	15F. DATE SIGNED 4/6/06
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACD-1-C-0015/P00013

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NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>2. The adjustment period is retroactive to 10/01/2004. The contractor shall invoice separately for the hours worked during the period 10/01/2004 through 09/30/2005.</p> <p>3. In consideration of the modification agreed to herein as complete equitable adjustment for the Contractor's request for adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the Department of Labor Wage Determination.</p> <p>4. Accordingly, funding for this equitable adjustment is provided in the amount of \$60,610.80.</p> <p>5. The total amount of funding obligated for the equitable adjustment is \$60,610.80.</p> <p>6. The total funding for this contract is increased from \$26,573,123.56 by \$60,610.80 to \$26,633,734.46.</p> <p>7. The Program POC is William Kowis (281) [REDACTED]</p> <p>8. The Office of Acquisition Management POC is Anthony Gomez (202) [REDACTED]</p> <p>ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN UNCHANGED.</p> <p>Delivery: 30 Days After Award FOB: Destination Discount Terms: [REDACTED]</p> <p>Period of Performance: 10/01/2004 to 09/30/2005 Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536</p> <p>EQUITABLE ADJUSTMENT FOR DOL WAGE DETERMINATION AND PER DIEM INCREASE FOR THE TIME PERIOD OF 10/01/04 TO 09/30/05. Continued ...</p>	1	EA	60,610.80	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ACD-3-C-0015/P00013

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NAME OF OFFEROR OR CONTRACTOR
 CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
Obligated Amount: \$50,610.80					

Form G-514
 REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT
 Activity Symbols
 ATTACHMENT A

REQUISITION NUMBER: FHO060020E

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
b2Low							\$68,510.80

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00014	3. EFFECTIVE DATE 05/19/2006	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (if other than item 5) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (City, State, County, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD NASHVILLE TN 372156105		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 1597341510000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACC-3-C-0013	10B. DATED (SEE ITEM 11) 09/23/2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 13, and returning _____ copies of the amendment; (b) by acknowledging receipt of this amendment on each copy of the offer submitted; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

CHECK ONE X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. FAR 53.243-4 Changes
	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 (33b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

Fax ID Number: 62-1763875
DUNS Number: 159734151

The purpose of this contract modification is to incorporate a change in the Statement of Work as follows:

1. Section C / Description, Specification, Work Statement

B. OBJECTIVE

The contractor shall furnish, twenty-four (24) hours per day, seven (7) days per week, the Continued ...

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

13A. NAME AND TITLE OF SIGNER (Type or print) Damon I. Hinger, Vice President Federal Customer Relations	13B. CONTRACTOR OFFICER	13C. DATE SIGNED 5/19/06	13A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ronald Jean-Baptiste UNITED STATES OF AMERICA	13C. DATE SIGNED JUN 2 2006
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACD-3-C-0015/P00014

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NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>necessary physical structure, equipment, facilities, personnel and services to provide a program of temporary residential care of detainee aliens of all nationalities in federal custody. The contractor shall furnish separated living quarters as follows:</p> <p>1. Adult Detainees 905 beds, as follows:</p> <p>(A) 600 beds divided into multiple occupancy rooms, no room to house more than forty (40) detainees.</p> <p>(B) 140 beds divided into multiple occupancy rooms, no room to house more than twenty (20) detainees.</p> <p>(C) 60 beds divided into four (4) multiple occupancy rooms, no room to house more than fifteen (15) detainees.</p> <p>(D) 105 beds divided into three (3) multiple occupancy rooms, no room to house more than thirty-five (35) detainees.</p> <p>NOTE: EXACT RATIOS CANNOT ALWAYS BE MAINTAINED. UNDER NO CIRCUMSTANCES ARE MALE AND FEMALE DETAINEES TO BE HOUSED IN THE SAME ROOM. THE CONTRACTOR WILL BE REQUIRED TO HOUSE ALL FEMALE DETAINEES IN ACCORDANCE WITH ICE NATIONAL DETENTION STANDARDS AT THE DISCRETION OF THE LOCAL FIELD OFFICE DIRECTOR.</p> <p>There shall be no provision in this contract to house juveniles.</p> <p>INS COTR retains the discretion to assign dorm placements.</p> <p>2. The revised statement of work does not change the scope or cost of the contract, but merely provides for flexibility in the number and capacity of the various detention spaces to accommodate a dynamic population and mix of adult male and adult female detainees.</p> <p>3. The Program POC is William Kowis (281)</p> <p>b6</p> <p>4. The Office of Acquisition Management POC is Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACD-3-C-0015/P00014

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NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Anthony Gomez (202) b6 ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN UNCHANGED. Period of Performance: 05/17/2006 to 09/30/2008				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00015		3. EFFECTIVE DATE 04/13/2007		1 2	
4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)			
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington, DC 20536		7. ADMINISTERED BY (If other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536		CODE ICE	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD STE 100 NASHVILLE TN 372156105		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
CODE 159734151000 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-C-0015		10B. DATED (SEE ITEM 11) 09/23/2003	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(A) (3)
	D. OTHER (Specify type of modification and authority)

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: 62-1763875

DUNS Number: 159734151

The purpose of this Modification is to:

1. Exercise Option Period Three - Period of Performance October 1, 2006 - September 30, 2007.

2. Incorporate the Revised Department of Labor Wage Determination No. 2005-2515, Revision No. 1, Date of Revision 08/30/2006.

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) Damon T. Hininger, Vice President Federal Customer Relations		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Anthony M. Gomez, Jr.	
15B. CONTRACTOR/OFFEROR Damon T. Hininger	15C. DATE SIGNED 4/13/07	16B. UNITED STATES OF AMERICA <i>(Signature)</i>	16C. DATE SIGNED APR 18 2007

HSN 7540-01-152-8070

Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACD-3-C-0015/P00015

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The Procurement POC is Mark Buddoo (202) b6</p> <p>All other terms and conditions remain unchanged.</p> <p>Period of Performance: 10/01/2004 to 09/30/2007</p>				

SCA NO: 05-2515 REV-01 ISSUED 08/30/2006

WAGE DETERMINATION NO: 05-2515 REV (01) AREA: TX, HOUSTON

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:05-2516

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

Division of
Wage Determinations

Wage Determination No.: 2005-2515
Revision No.: 1
Date Of Revision: 08/30/2006

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.52
01012 - Accounting Clerk II	14.06
01013 - Accounting Clerk III	15.73
01020 - Administrative Assistant	22.76
01040 - Court Reporter	18.01
01051 - Data Entry Operator I	12.36
01052 - Data Entry Operator II	14.32
01060 - Dispatcher, Motor Vehicle	15.40
01070 - Document Preparation Clerk	12.98
01090 - Duplicating Machine Operator	12.98
01111 - General Clerk I	10.80
01112 - General Clerk II	12.97
01113 - General Clerk III	14.88
01120 - Housing Referral Assistant	20.55
01141 - Messenger Courier	10.86
01191 - Order Clerk I	13.36
01192 - Order Clerk II	15.24
01261 - Personnel Assistant (Employment) I	13.79
01262 - Personnel Assistant (Employment) II	16.50
01263 - Personnel Assistant (Employment) III	17.63
01270 - Production Control Clerk	18.50
01280 - Receptionist	10.93
01290 - Rental Clerk	14.34
01300 - Scheduler, Maintenance	15.92

01311 - Secretary I	15.92
01312 - Secretary II	17.73
01313 - Secretary III	20.55
01320 - Service Order Dispatcher	14.63
01410 - Supply Technician	22.76
01420 - Survey Worker	15.53
01531 - Travel Clerk I	12.30
01532 - Travel Clerk II	13.36
01533 - Travel Clerk III	14.18
01611 - Word Processor I	11.45
01612 - Word Processor II	14.09
01613 - Word Processor III	16.27
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.80
05010 - Automotive Electrician	22.66
05040 - Automotive Glass Installer	21.68
05070 - Automotive Worker	20.91
05110 - Mobile Equipment Servicer	19.27
05130 - Motor Equipment Metal Mechanic	24.53
05160 - Motor Equipment Metal Worker	20.91
05190 - Motor Vehicle Mechanic	24.53
05220 - Motor Vehicle Mechanic Helper	18.48
05250 - Motor Vehicle Upholstery Worker	19.84
05280 - Motor Vehicle Wrecker	20.91
05310 - Painter, Automotive	22.66
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.17
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.04
07041 - Cook I	9.17
07042 - Cook II	9.89
07070 - Dishwasher	8.11
07130 - Food Service Worker	8.41
07210 - Meat Cutter	12.36
07260 - Waiter/Waitress	7.97
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	11.74
09080 - Furniture Refinisher	16.09
09090 - Furniture Refinisher Helper	13.74
09110 - Furniture Repairer, Minor	15.29
09130 - Upholsterer	16.63
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.12
11060 - Elevator Operator	7.71
11090 - Gardener	13.35
11122 - Housekeeping Aide	7.71
11150 - Janitor	8.17
11210 - Laborer, Grounds Maintenance	10.63
11240 - Maid or Houseman	7.27
11260 - Pruner	8.17
11270 - Tractor Operator	12.47
11330 - Trail Maintenance Worker	10.63
11360 - Window Cleaner	8.92
12000 - Health Occupations	
12010 - Ambulance Driver	12.93
12011 - Breath Alcohol Technician	14.22
12012 - Certified Occupational Therapist Assistant	19.58
12015 - Certified Physical Therapist Assistant	20.24

12020 - Dental Assistant	14.22
12025 - Dental Hygienist	31.09
12030 - EKG Technician	23.12
12035 - Electroneurodiagnostic Technologist	23.12
12040 - Emergency Medical Technician	14.22
12071 - Licensed Practical Nurse I	15.57
12072 - Licensed Practical Nurse II	17.47
12073 - Licensed Practical Nurse III	18.81
12100 - Medical Assistant	12.40
12130 - Medical Laboratory Technician	13.94
12160 - Medical Record Clerk	13.21
12190 - Medical Record Technician	16.02
12195 - Medical Transcriptionist	14.44
12210 - Nuclear Medicine Technologist	28.64
12221 - Nursing Assistant I	7.08
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.62
12224 - Nursing Assistant IV	12.40
12235 - Optical Dispenser	15.26
12236 - Optical Technician	13.64
12250 - Pharmacy Technician	14.41
12280 - Phlebotomist	13.30
12305 - Radiologic Technologist	22.89
12311 - Registered Nurse I	24.51
12312 - Registered Nurse II	30.20
12313 - Registered Nurse II, Specialist	32.08
12314 - Registered Nurse III	37.96
12315 - Registered Nurse III, Anesthetist	39.12
12316 - Registered Nurse IV	43.48
12317 - Scheduler (Drug and Alcohol Testing)	18.90
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	17.60
13042 - Illustrator II	22.56
13043 - Illustrator III	26.40
13047 - Librarian	23.29
13050 - Library Aide/Clerk	9.87
13054 - Library Information Technology Systems Administrator	20.94
13058 - Library Technician	13.25
13061 - Media Specialist I	14.80
13062 - Media Specialist II	16.56
13063 - Media Specialist III	18.46
13071 - Photographer I	13.93
13072 - Photographer II	17.60
13073 - Photographer III	22.56
13074 - Photographer IV	26.40
13075 - Photographer V	30.06
13110 - Video Teleconference Technician	13.83
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.80
14042 - Computer Operator II	16.62
14043 - Computer Operator III	18.46
14044 - Computer Operator IV	22.60
14045 - Computer Operator V	23.90
14071 - Computer Programmer I (1)	21.12
14072 - Computer Programmer II (1)	26.16
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62

14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	14.80
14160 - Personal Computer Support Technician	22.60
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.12
15020 - Aircrew Training Devices Instructor (Rated)	32.81
15030 - Air Crew Training Devices Instructor (Pilot)	35.70
15050 - Computer Based Training Specialist / Instructor	25.70
15060 - Educational Technologist	28.73
15070 - Flight Instructor (Pilot)	35.70
15080 - Graphic Artist	23.11
15090 - Technical Instructor	20.19
15095 - Technical Instructor/Course Developer	24.70
15110 - Test Proctor	17.73
15120 - Tutor	17.73
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.49
16030 - Counter Attendant	8.49
16040 - Dry Cleaner	9.00
16070 - Finisher, Flatwork, Machine	8.49
16090 - Presser, Hand	8.49
16110 - Presser, Machine, Drycleaning	8.49
16130 - Presser, Machine, Shirts	8.49
16160 - Presser, Machine, Wearing Apparel, Laundry	8.49
16190 - Sewing Machine Operator	11.55
16220 - Tailor	12.42
16250 - Washer, Machine	9.32
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.65
19040 - Tool And Die Maker	19.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.84
21030 - Material Coordinator	18.50
21040 - Material Expediter	18.50
21050 - Material Handling Laborer	12.26
21071 - Order Filler	10.55
21080 - Production Line Worker (Food Processing)	12.84
21110 - Shipping Packer	12.49
21130 - Shipping/Receiving Clerk	12.49
21140 - Store Worker I	9.57
21150 - Stock Clerk	13.57
21210 - Tools And Parts Attendant	13.58
21410 - Warehouse Specialist	12.84
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.66
23021 - Aircraft Mechanic I	25.39
23022 - Aircraft Mechanic II	26.66
23023 - Aircraft Mechanic III	27.99
23040 - Aircraft Mechanic Helper	19.88
23050 - Aircraft, Painter	20.15
23060 - Aircraft Servicer	22.11
23080 - Aircraft Worker	23.30
23110 - Appliance Mechanic	16.65
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	22.30
23130 - Carpenter, Maintenance	18.58
23140 - Carpet Layer	15.92
23160 - Electrician, Maintenance	26.51

23181 - Electronics Technician Maintenance I	17.50
23182 - Electronics Technician Maintenance II	21.33
23183 - Electronics Technician Maintenance III	24.17
23260 - Fabric Worker	15.00
23290 - Fire Alarm System Mechanic	17.43
23310 - Fire Extinguisher Repairer	14.40
23311 - Fuel Distribution System Mechanic	19.17
23312 - Fuel Distribution System Operator	16.33
23370 - General Maintenance Worker	15.46
23380 - Ground Support Equipment Mechanic	25.39
23381 - Ground Support Equipment Servicer	22.11
23382 - Ground Support Equipment Worker	23.30
23391 - Gunsmith I	13.67
23392 - Gunsmith II	15.79
23393 - Gunsmith III	17.67
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.06
23411 - Heating, Ventilation And Air Contditiioning Mechanic (Research Facility)	
20.93	
23430 - Heavy Equipment Mechanic	17.43
23440 - Heavy Equipment Operator	17.43
23460 - Instrument Mechanic	17.67
23465 - Laboratory/Shelter Mechanic	16.81
23470 - Laborer	10.62
23510 - Locksmith	16.65
23530 - Machinery Maintenance Mechanic	20.08
23550 - Machinist, Maintenance	20.16
23580 - Maintenance Trades Helper	13.58
23591 - Metrology Technician I	17.67
23592 - Metrology Technician II	18.44
23593 - Metrology Technician III	19.22
23640 - Millwright	20.25
23710 - Office Appliance Repairer	16.65
23760 - Painter, Maintenance	16.65
23790 - Pipefitter, Maintenance	19.33
23810 - Plumber, Maintenance	18.67
23820 - Pneudraulic Systems Mechanic	17.67
23850 - Rigger	17.67
23870 - Scale Mechanic	15.92
23890 - Sheet-Metal Worker, Maintenance	17.43
23910 - Small Engine Mechanic	15.92
23931 - Telecommunications Mechanic I	21.33
23932 - Telecommunications Mechanic II	22.28
23950 - Telephone Lineman	21.09
23960 - Welder, Combination, Maintenance	17.43
23965 - Well Driller	17.67
23970 - Woodcraft Worker	17.67
23980 - Woodworker	11.30
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.06
24610 - Chore Aide	6.36
24620 - Family Readiness And Support Services Coordinator	11.05
24630 - Homemaker	15.41
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.14
25040 - Sewage Plant Operator	17.00
25070 - Stationary Engineer	21.14
25190 - Ventilation Equipment Tender	14.33
25210 - Water Treatment Plant Operator	16.65
27000 - Protective Service Occupations	

27004 - Alarm Monitor	14.82
27007 - Baggage Inspector	10.14
27008 - Corrections Officer	18.04
27010 - Court Security Officer	18.04
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	18.04
27070 - Firefighter	17.90
27101 - Guard I	10.14
27102 - Guard II	17.90
27131 - Police Officer I	23.33
27132 - Police Officer II	25.99
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.69
28042 - Carnival Equipment Repairer	11.24
28043 - Carnival Equipment Worker	8.25
28210 - Gate Attendant/Gate Tender	13.64
28310 - Lifeguard	12.15
28350 - Park Attendant (Aide)	15.26
28510 - Recreation Aide/Health Facility Attendant	11.13
28515 - Recreation Specialist	16.21
28630 - Sports Official	12.15
28690 - Swimming Pool Operator	14.41
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	16.16
29020 - Hatch Tender	16.16
29030 - Line Handler	16.16
29041 - Stevedore I	15.12
29042 - Stevedore II	17.29
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	36.37
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.08
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.62
30021 - Archeological Technician I	19.34
30022 - Archeological Technician II	23.15
30023 - Archeological Technician III	28.63
30030 - Cartographic Technician	28.67
30040 - Civil Engineering Technician	27.30
30061 - Drafter/CAD Operator I	19.18
30062 - Drafter/CAD Operator II	23.15
30063 - Drafter/CAD Operator III	25.80
30064 - Drafter/CAD Operator IV	29.47
30081 - Engineering Technician I	16.59
30082 - Engineering Technician II	20.41
30083 - Engineering Technician III	22.83
30084 - Engineering Technician IV	28.28
30085 - Engineering Technician V	36.15
30086 - Engineering Technician VI	41.85
30090 - Environmental Technician	27.24
30210 - Laboratory Technician	21.72
30240 - Mathematical Technician	28.67
30361 - Paralegal/Legal Assistant I	17.80
30362 - Paralegal/Legal Assistant II	21.38
30363 - Paralegal/Legal Assistant III	26.62
30364 - Paralegal/Legal Assistant IV	29.59
30390 - Photo-Optics Technician	28.67
30461 - Technical Writer I	18.90
30462 - Technical Writer II	23.12
30463 - Technical Writer III	26.42
30491 - Unexploded Ordnance (UXO) Technician I	23.12
30492 - Unexploded Ordnance (UXO) Technician II	27.97

30493 - Unexploded Ordnance (UXO) Technician III	34.42
30494 - Unexploded (UXO) Safety Escort	23.12
30495 - Unexploded (UXO) Sweep Personnel	23.12
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	19.79
30621 - Weather Observer, Senior (3)	23.99
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.16
31030 - Bus Driver	15.48
31043 - Driver Courier	11.91
31260 - Parking and Lot Attendant	8.34
31290 - Shuttle Bus Driver	12.98
31310 - Taxi Driver	9.54
31361 - Truckdriver, Light	12.98
31362 - Truckdriver, Medium	15.34
31363 - Truckdriver, Heavy	16.39
31364 - Truckdriver, Tractor-Trailer	16.39
99000 - Miscellaneous Occupations	
99030 - Cashier	9.10
99050 - Desk Clerk	10.65
99095 - Embalmer	21.55
99251 - Laboratory Animal Caretaker I	9.03
99252 - Laboratory Animal Caretaker II	10.11
99310 - Mortician	24.04
99410 - Pest Controller	13.78
99510 - Photofinishing Worker	10.43
99710 - Recycling Laborer	11.24
99711 - Recycling Specialist	13.71
99730 - Refuse Collector	10.03
99810 - Sales Clerk	11.41
99820 - School Crossing Guard	8.29
99830 - Survey Party Chief	20.96
99831 - Surveying Aide	14.35
99832 - Surveying Technician	18.13
99840 - Vending Machine Attendant	10.91
99841 - Vending Machine Repairer	13.10
99842 - Vending Machine Repairer Helper	11.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per 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 4174)

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 \$.57 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <<http://www.dol.gov/esa/whd/>> or through the Wage Determinations On-Line (WDOL) Web site at <<http://wdol.gov/>>.

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) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. P00016	3. EFFECTIVE DATE 09/25/2007	4. REQUISITION/PURCHASE REC	5. PROJECT NO. (If applicable) 1 5
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: <<Clarence.E.Robinson>> Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD STE 100 NASHVILLE TN 372156105		9A. AMENDMENT OF SOLICITATION NO. (X)	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. X ACD-3-C-0015	
		10B. DATED (SEE ITEM 11) 09/23/2003	
CODE 1597341510000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 43.103(a)(3)

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: 62-1763875

DUNS Number: 159734151

The purpose of this contract modification is to replace 15B with Revised 15B (pages 3 - 5) of this modification.

1. The value of CLIN 3003 is changed as follows:

From: \$.395 per mile X Estimated 171,550 miles = \$67,762

To: \$95,794.80 per month

2. The value of CLIN 4003 is changed as follows:

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) Damon Hingone, Sr VP, Fed / Local CR	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams
15B. CONTRACTOR/OFFEROR Damon L. Hingone (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA James D. Adams (Signature of Contracting Officer)
15C. DATE SIGNED 9/28/07	16C. DATE SIGNED 9/28/07

NAME OF OFFEROR OR CONTRACTOR
 CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>From: \$.405 per mile X Estimated 171,550 miles = \$69,478 To: \$95,794.80 per month</p> <p>3. The Program POC is August Khalil at 281 [b6]</p> <p>4. The ICE Office of Acquisition Management POC is Clarence Robinson, (202) [b6]</p> <p>All other terms and conditions of the contract remain unchanged.</p> <p>Period of Performance: 10/01/2004 to 09/30/2008</p>				



**SUBSECTION 15 REMOTE CUSTODY AND TRANSPORTATION SERVICES
AND ON CALL POST**

**CONTRACT MODIFICATION TO 15 B:
15B is replaced as follows:**

B. Transportation Services.

1. The contractor shall provide all such transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the COTR or designated Agency Official. When officers are not providing transportation services the contractor shall assign the employees to supplement security duties within the facility. On-call duties as directed by the COTR utilizing these officers shall not incur any additional expense to the government. However, the primary function of these officers is transportation.
2. The contractor shall assign at least ten (10), two – person teams of transportation officers on a daily basis distributed throughout a twenty-four (24) hour period Monday through Friday excluding Holidays. On weekends and holidays, the contractor shall provide at least five (5) two person teams of transportation officers throughout a twenty-four (24) hour period on weekends and holidays. The COTR shall approve the number of teams assigned to any shift or period of time in order to meet the needs of the Agency's transportation requirements.
3. The contractor shall furnish a minimum of seven (7) vehicles in good repair and suitable, as approved by the government, to safely provide the required transportation service. At least one of these vehicles must have the capacity of at least forty, (40) passengers and the other vehicles must have a capacity of at least eleven (11) passengers. Nothing in this contract shall restrict the contractor from acquiring additional vehicles as needed at no cost to the Government to meet the needs of the required transportation service. The contractor shall not allow employees to use their privately owned vehicles to transport detainees. The contractor shall furnish vehicles equipped with interior security

features including physical separation of detainees from guards. The contractor shall provide the – interior security specification of the vehicles to ICE for review and approval prior to installation.

4. The contractor shall provide transportation services to the Government within a five hundred (500) mile radius of the facility. The contractor shall comply with Agency transportation standards related to the number of hours a contractor employee may operate a vehicle.
5. The transportation service shall be accomplished in the most economical manner.
6. The contractor shall at all times adhere to ICE National Detention Standards and contract requirements while conducting the service of transportation and assuming custody of ICE detainees.

It will be the responsibility of the COTR or designated Agency official to provide all contractor transport instructions on form, "Contractor G-391" for contract transport officers. ICE will provide a list of designated Agency officials to the contractor.

8. The contractor will transport juveniles or families as directed by the COTR or designated Agency Official. There shall be no provision for housing juveniles in the contract.
- C. The contractor personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those contractor personnel provided for in the other areas of this contract.
 - D. During all transportation activities, at least one officer shall be the same sex as the detainee. Questions concerning guard assignments shall be directed to the COTR for final determination.
 - E. The Contractor shall, upon order of the COTR/Designated Agency Official or upon his own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The Contractor shall then transport the detainee to the detention site.

- F. The COTR or Designated Agency Official may direct the contractor to transport detainees to unspecified, miscellaneous locations and then to return the detainee to the detention site.**
- G. When the COTR or Designated Agency Official provides documents to the contractor concerning the detainee (s) to be transported and/or escorted, the contractor shall deliver these documents only to the named authorized recipients. The contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.**
- H. The Contractor shall establish a communications system that has direct and immediate contact with all vehicles and post assignments. Upon demand, DHS\ICE\DRO shall be provided with current status of all vehicles and post assignment employees.**
- I. Failure of the contractor to comply fully with the detainee (s) departure as pre-scheduled, shall result in the contractor having deductions made for non-performance.**

MEMO TO FILE

Background:

Immigration and Customs Enforcement has a requirement for increased transportation services at the Houston Contract Detention Facility. The contractor, Corrections Corporation of America (CCA), is currently providing transportation services within a 200 mile radius of the facility under contract ACD-3-C-0015. The customer has requested that the radius be increased to 500 miles.

CCA submitted a cost proposal for the increase on 2 August 2007 in the amount of \$ [REDACTED] Attachment #1) It later submitted a revised proposal based upon fact-finding and discussions 21 September 2007 in the amount of \$ [REDACTED] having realized that it had underestimated the amount of travel that could actually be required by the Government (Attachment #2).

Review and Analysis of Contractor Proposal

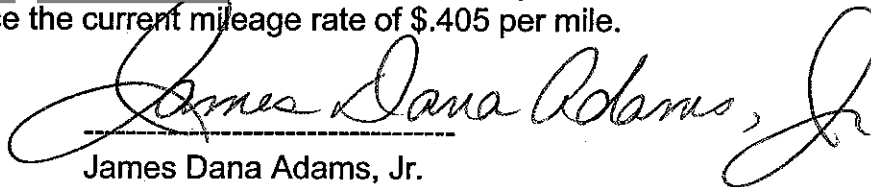
The contractor's 21 September proposal is compared to the Government Independent Cost Estimate in Attachment #3.

Contractor Proposal: The contractor has proposed the addition of 14 transportation officers, which the customer (August Khalil and Linda Coker) confirms is required. Rates and factors, costs associated with uniforms, training, vehicle repairs and maintenance, depreciation, gas consumption, and lodging/food are not out-of-line with the market place.

Government Estimate: The Government's estimate closely approximates the contractor's proposal. The Government's estimate came in within 2.16% of the contractor's proposal. The Government's estimate assumes a certain level of overtime which may be understated. Also the labor rates themselves are considerably lower than the rates paid by the contractor. It also estimated a lower amount for food and lodging. Non-labor rated costs were marginally higher than the contractor's proposal.

Determination of Fair and Reasonable Price:

The Government estimate and the contractor proposal are essentially equivalent. Although the contractor proposal is 2.16% higher than the Government estimate, there would room for variance upward on the Government estimated costs taking into account the labor rate and costs for food and lodging. The contracting officer recommends that we accept the contractor's proposed costs in the amount of \$ [REDACTED] or [REDACTED] per month on a fixed priced basis. This monthly rate will replace the current mileage rate of \$.405 per mile.



James Dana Adams, Jr.
27 September 2007

2. AMENDMENT/MODIFICATION NO. P00017
 3. EFFECTIVE DATE 09/23/2007
 4. REQUISITION/PURCHASE REQ FHO070037
 5. PROJECT NO. (If applicable) 1 10
 6. ISSUED BY CODE ICE/DM/DC-DC
 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC
 Immigration and Customs Enforcement
 Office of Acquisition Management
 425 I Street NW, Suite 2208
 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)
 CORRECTIONS CORPORATION OF AMERICA
 10 BURTON HILLS BLVD STE 100
 NASHVILLE TN 372156105

9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO.
 ACD-3-C-0015
 10B. DATED (SEE ITEM 11)
 09/23/2003

CODE 1597341510000 FACILITY CODE

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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.
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12. ACCOUNTING AND APPROPRIATION DATA (If required)
 b2Low \$107,377.84

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X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(A) (3)
	D. OTHER (Specify type of modification and authority)

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

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

Tax ID Number: 62-1763875
 DUNS Number: 159734151
 Contractor shall provide all labor, material and supervision to perform building renovations in accordance with attached Statement of Work pages 3 - 10 of this modification.
 Discount Terms:

b2Low

FOB: Destination
 Period of Performance: 10/01/2004 to 09/30/2008

00010001 All labor, material and supervision to perform 1 EA 107,377.84
 building renovations in accordance with
 continued ...

Except as provided herein, all terms and conditions of this 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) James T. Hinger, Sr VP, Fed/Inst CR	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams
15B. CONTRACT OFFEROR James T. Hinger (Signature of person authorized to sign)	15C. DATE SIGNED 9/21/07
15D. UNITED STATES OF AMERICA	16C. DATE SIGNED 9/21/07 (Signature of Contracting Officer)

NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Statement of Work, pages 3 - 10 of this modification to the contract.</p> <p>Obligated Amount: \$107,377.84</p> <p>Product/Service Code: S216</p> <p>Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES</p>				

FHO 070037

Proposed Remodeling/Construction within "C" Building (5520 Greens Road) Processing Area:

The project will require construction of new walls, doors, locks, expanded metal enclosures, ceilings, "lexan" type windows, and card-reader access controlled locks (fail-secure type with key bypass).

Project will consist of the contractor furnishing all design, layout, topographical and geotechnical survey, plant, labor, supervision, quality control, material, equipment, machines, tools, services, supplies, and incidentals and of performing all operations in connection with the construction.

Work consists of site preparation, site utilities, building systems including HVAC, plumbing, electrical, communication, pumping, and piping. Labor disciplines include but are not necessarily limited to; skilled and unskilled laborers, concrete form setters, concrete finishers, carpenters, plumbers, electricians, air conditioning mechanics, masons, roofers, heavy equipment operators, truck drivers, structural steel welders, painters, and concrete workers and finishers.

The estimated construction time is 30 calendar days. All work will be conducted between normal operating hours of the ICE staff (after hours is typically 1500 hours to 0500 hours).

Any and all escorting/supervision of contractor workers will be conducted by CCA.

To; Robert Lacy Jr. Warden
From; Lloyd Cox Maint. Supervisor
Date; 4-9-07

RE; ICE BULNG C PROPOSED HOLDING AND PROCESSING AREA

To my understanding with the gathering info and conversations with Ty Nuyen contractors are to bid on the following;

(1) Holding Pens ; Utilizing a 14ft.x20ft area located just outside the squad room, there are to be constructed 3 holding pens for adult male adult female and juveniles.

This will be constructed of the following.

(A) 2in. square tubing to run 8ft. up over the top. This will then be enclosed with 1-1/4in. expanded metal. There will be 2 solid walls built to run the length to separate the cells. On each wall there will be metal benches attached to the either the wall or the floor:

(B) Each of these holding pens will have a door constructed of 2in. square tubing along with expanded metal. There will be an electric striker with a key override that can be unsecured by a switch located inside the command /processing area. No electrical or plumbing will be accessable in these pens.

(2) Command/Processing Area; Where the existing area for processing is located, there is an existing countertop. This will be utilized to construct an a glassed in wall to run 8ft. tall with an expanded metal or equal strength ceiling that will wrap around the entire area with glass or lexan to give the duty officer unlimited vision of operations and incoming/outgoing traffic. The entry to this area there will be a door constructed of solid material or expanded metal, this will be bid both ways . This door will also have an electronic striker with a key override. A cut out on the glass to process paperwork will be necessary x2.

(3) Entry/Exit to areas past the command area; There will be 2 walls built using correctional type bar to run to the ceiling. One door will be located facing east and the other door will face north .These doors will be controlled by electric striker with a switch inside the command station with a key override. These doors will be constructed of square tubing or other material requested by owner. These will be factored into the bid.

(4) Additional new door in area; A block wall shall be constructed with a steel door with 2ft.x3ft. window . This window may be of glass or lexan depending on what the governing laws permit. This door shall have a card reader for entry and exit. This door shall also have a key override.

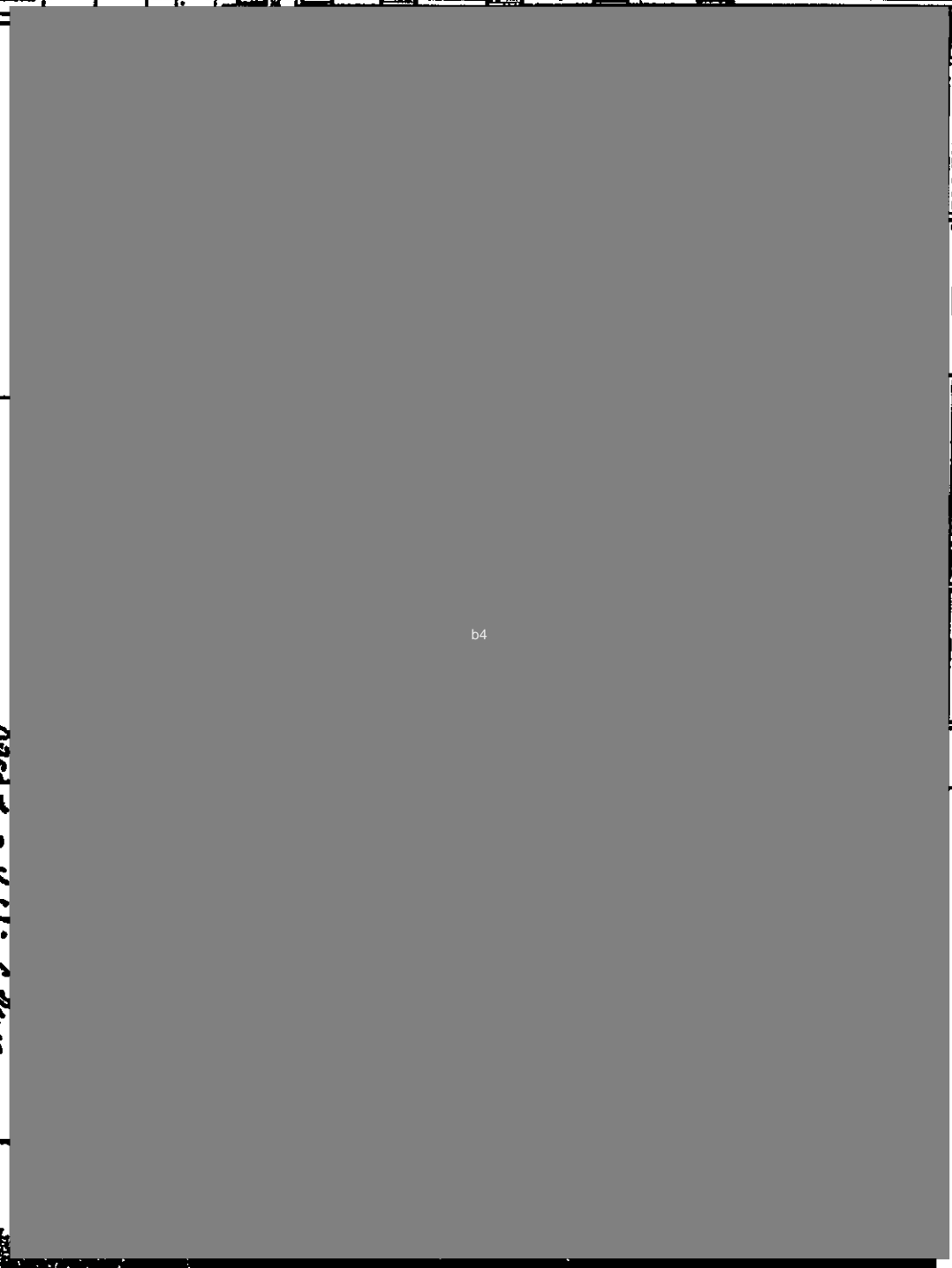
(5) Contractors; Local contractors for the electronic and construction shall be provided by local contractors familiar with correctional settings will be used in compliance with contract rules and regulations.

(6) Work schedule; This work will most likely be conducted after work hours to minimize any inconveniences that may occur during this project, so an officers time will be factored into the bid once a time frame has been established.

(7) All work shall be of quality workmanship and meet any and all requirements set forth by local ,city, and state requirements. All permits required shall be obtained and paid for by the contractor and factored into the final bid to be submitted for approval.



SECURITY CREATION PLAN - AREA "C"



Area for Holding Cells

b4

Control	FOR SECURITY
Access	FOR OPERATIONS

Overall Design
 C-14 Engineering
 8111 South Loop West
 Houston, Texas 77054
 General Mechanical, Electrical and Structural
 Design, Fabrication, Construction and Installation
 Authority Construction

Corrections Corporation of America
 10000 Katy Boulevard
 Houston, Texas 77054
 INS Proposal ACD-98-P-0022 Housing

DYNAMIC STRUCTURES, INC.

P.O. BOX 1312

SHEPHERD, TX 77371

Phone: (936) 638-1909 Fax (936) 638-6045

PROPOSAL SUBMITTED TO: WORK TO BE PERFORMED AT:

*CCA
Lloyd Cox
15850 Export Plaza
Houston, TX 77032*

*Houston Processing Center
Building "C"
15850 Export Plaza
Houston, TX*

We hereby propose to furnish the materials and perform the labor necessary for the completion of the following:

b4

Exclusions: Permits, bonds, security cameras, and any unforeseen encumbrances.

All material is guaranteed to be as specified. The above work will be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of:

With payments to be made as follows (initial where appropriate):

**BID AMT:
SALES TAX:
TOTAL:**

b4

on or before net 30 days of Invoicing.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

RESPECTFULLY SUBMITTED BY:

[Signature]
**H. DOUGLAS RHODEN
DYNAMIC STRUCTURES, INC.**

NOTE: This proposal may be withdrawn by us if not accepted within 30 days from April 12, 2007.
ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do this work as specified. Payments will be made as outlined.

SIGNATURE: _____

Date: _____

SIGNATURE: _____

EXHIBIT "A"

MCS Metroplex Control Systems

An ISI Detention Contracting Group, Inc. Company

Metroplex Control Systems
10624 Rockley Road
Houston, TX 77069
Phone (832) 327-7070
Fax (832) 327-7073
www.metroplex-control.com

Security Proposal

Date: 4-12-2007

Project: 3 card Readers and Locks

To: COA Corrections
5520 Greens Road
Houston Texas

From: Metroplex Control Systems
Robert Villeneuve

Office: (832) [REDACTED]

Mobile: (281) [REDACTED]

MCS is pleased to provide this security proposal for your review and consideration. All system components are warranted for a period of one (1) year, unless otherwise specified, against all defects in material and workmanship. This proposal shall remain firm for period of (30) days from the submittal date, and price is based upon delivery of equipment within three (3) months. MCS payment terms are net (30) days.

Scope of Work

This proposal provides a turnkey installation of 2 Card Access Doors, Locking Hardware, cable, Weigand reader board, Electric Strikes and a lock power supply.

[REDACTED]

All cable will be plenum and meet all local/state codes. All work will be done during normal business hours.

Please allow 1 to 2 weeks for equipment delivery.

Metroplex will provide 3 New Weigand reader modules for this project that will fit into an existing Micro 8 panel. All existing panels and inputs must be in good working condition.

Bill of Material

This bill of materials is provided by MCS for this project and is not intended to be a comprehensive list of all security system parts, components or accessories required for this project and are not sold separately.

Line Item	Quantity	Part Number	Description
1	3	[REDACTED]	[REDACTED]
2	3		
3	2		
4	1		
5	1		

Exclusions and Clarifications

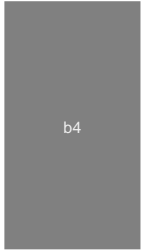
MCS will provide necessary installation, start-up to security systems that meets and/or exceeds local and all applicable code requirements.

Customer is to have the Fire Alarm vendor provide Metplex and Dry contact at the Micro 5 Panel for this project.

Unless otherwise noted within the quotation, Sales Tax is not included.

Project Cost

Material: \$
Total Project Labor: \$
Misc. materials and testing: \$
Warranty/Freight: \$
TOTAL PROJECT COST: \$



Thank you for allowing MCS the opportunity to participate in this project. If you would like us to proceed with the outlined in this proposal, please sign below and fax directly to our office.



Sincerely,

MCS AUTHORIZED SIGNATURE

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein.

CUSTOMER NAME

DATE

X _____
AUTHORIZED SIGNATURE

PRINTED NAME/TITLE

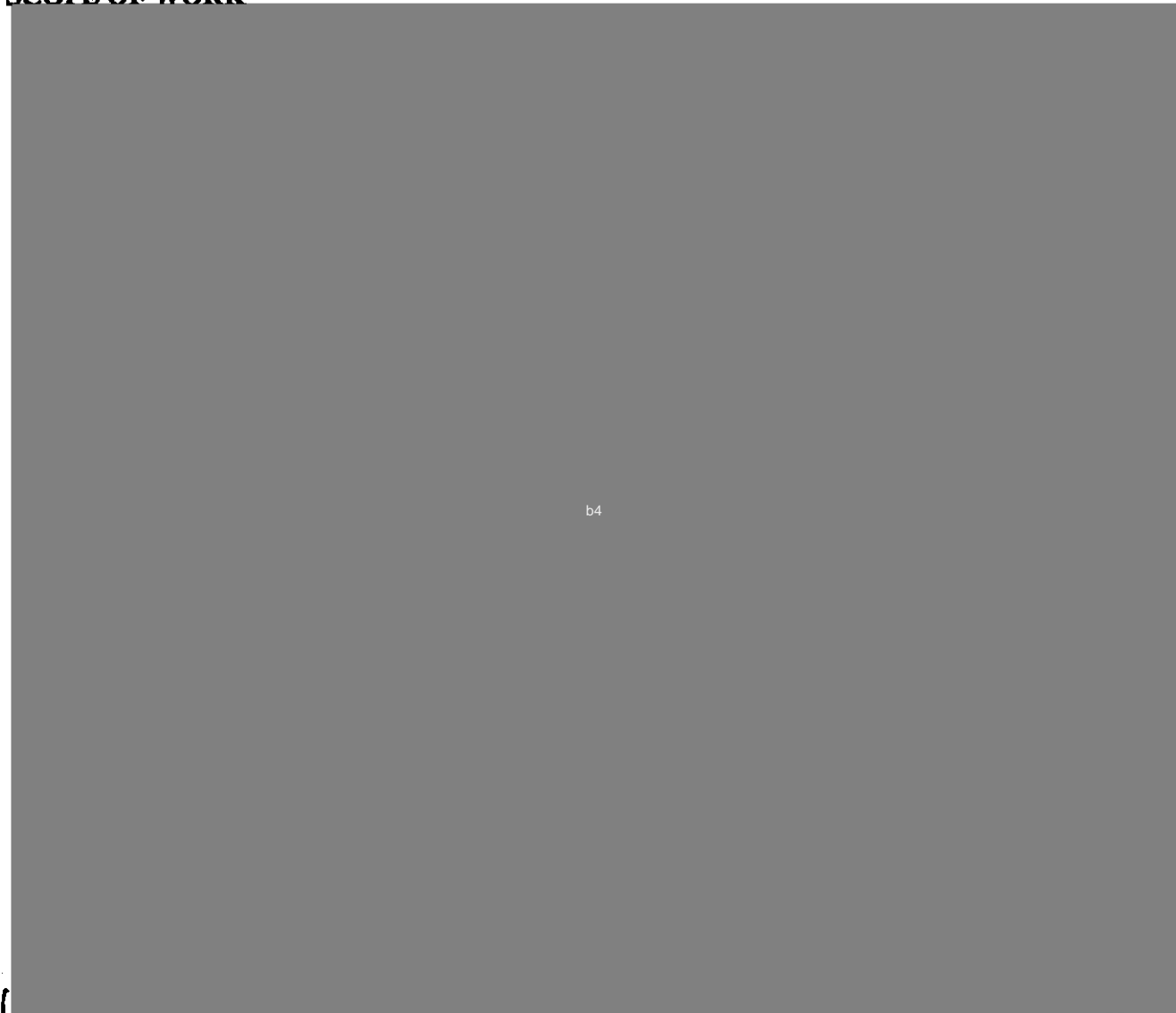
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Phone 936-628-1909
Fax 936-628-6045

June 26, 2007

CCA
Houston Processing Center
15850 Export Plaza
Houston, TX 77032
Re: Building "C" Modifications

SCOPE OF WORK



b4

* All work shall be of quality workmanship and will meet any and all requirements set forth by applicable local, city, and state entities. All required permits shall be obtained and paid for by contractor. *

H. Douglas Rhoden
President

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 12
2. AMENDMENT/MODIFICATION NO. P00018	3. EFFECTIVE DATE See Block 16C	4. REQUISITION-PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Previch Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD STE 100 NASHVILLE TN 372156105		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-C-0015 <input type="checkbox"/> 10B. DATED (SEE ITEM 11) 09/23/2003	
CODE 1597341510000	FACILITY CODE		

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See Schedule

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

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

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

Tax ID Number: 62-1763875

DUNS Number: 159734151

The purpose of this modification is to exercise Option Period 4. This is to be done under the authority of FAR 52.217-8, Option to Extend Services Clause.

FAR 52.232-19 Availability of Funds for the Next Fiscal Year.

Funds are not presently available for performance under this contract beyond September 30, 2007. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2007 until funds are made Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Damon T. Hiningler, Senior Vice President Federal Customer Relations	15B. CONTRACTOR/OFFEROR Damon T. Hiningler (Signature of person authorized to sign)	15C. DATE SIGNED 9/19/07	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams	16B. UNITED STATES OF AMERICA James D. Adams (Signature of Contracting Officer)	16C. DATE SIGNED 9/19/07
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NSN 7540-01-152-9070
Previous edition unusable

STANDARD FORM 30 (REV. 10-95)
Prescribed by GSA
FAR (48 CFR) 53.243

JWA

NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.</p> <p>The contractor must notify the Contracting Officer in writing within thirty (30) days after receipt of this modification of any increase claimed under the Fair Labor Standards Act and Service Contracts Act-- Price Adjustments (Multiple Year and Option Contracts). Any increase claimed she be initiated by submitting a rate adjustment proposal, along with detailed supporting price documentation in accordance with the provisions in FAR 52.222-43.</p> <p>The attached wage determination number 2005-2515 revision 3 dated May 29, 2007 applies.</p> <p>All other terms and conditions remain the same.</p> <p>Period of Performance: 10/01/2007 to 09/30/2008</p>				

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)
 P00019 10/16/2007

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 CORRECTIONS CORPORATION OF AMERICA
 10 BURTON HILLS BLVD STE 100
 NASHVILLE TN 372156105

9B. DATED (SEE ITEM 11)
 X 10A. MODIFICATION OF CONTRACT/ORDER NO.
 ACD-3-C-0015
 10B. DATED (SEE ITEM 11)
 09/23/2003
 CODE 1597341510000 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 its amendment, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.
 CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 X FAR 43.103(A) (3)
 D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Tax ID Number: 62-1763875
 DUNS Number: 159734151
 The purpose of this modification is to incorporate the most recent Wage Determination for Option Period 4, FY 08.

1) Wage Determination Number 2005-2515, Revision No. 4, Dated August 16, 2007 is hereby incorporated. See attached.

Period of Performance: 10/01/2007 to 09/30/2008.

All other terms and conditions remain the same.

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Damon T. Hinger, Senior Vice Pres. James D. Adams
 Federal/Local Customer Relations
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 Damon T. Hinger 10/17/07 James D. Adams 10/18/07
 (Signature of person authorized to sign) (Signature of Contracting Officer)

WD 05-2515 (Rev.-4) was first posted on www.wdol.gov on 08/21/2007

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

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

William W. Gross
 Director

Division of
 Wage Determinations

Wage Determination No.: 2005-2515
 Revision No.: 4
 Date Of Revision: 08/16/2007

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.67
01012 - Accounting Clerk II	15.35
01013 - Accounting Clerk III	17.17
01020 - Administrative Assistant	22.95
01040 - Court Reporter	19.81
01051 - Data Entry Operator I	11.67
01052 - Data Entry Operator II	14.32
01060 - Dispatcher, Motor Vehicle	15.40
01070 - Document Preparation Clerk	13.41
01090 - Duplicating Machine Operator	13.41
01111 - General Clerk I	10.80
01112 - General Clerk II	12.97
01113 - General Clerk III	14.88
01120 - Housing Referral Assistant	20.55
01141 - Messenger Courier	11.95
01191 - Order Clerk I	13.42
01192 - Order Clerk II	15.24
01261 - Personnel Assistant (Employment) I	13.79
01262 - Personnel Assistant (Employment) II	16.50
01263 - Personnel Assistant (Employment) III	17.63
01270 - Production Control Clerk	18.50
01280 - Receptionist	10.93
01290 - Rental Clerk	14.34
01300 - Scheduler, Maintenance	15.92
01311 - Secretary I	15.92
01312 - Secretary II	17.73
01313 - Secretary III	20.55
01320 - Service Order Dispatcher	14.63
01410 - Supply Technician	22.95
01420 - Survey Worker	15.53
01531 - Travel Clerk I	12.62
01532 - Travel Clerk II	13.60
01533 - Travel Clerk III	14.54
01611 - Word Processor I	11.45

01612 - Word Processor II	14.09
01613 - Word Processor III	16.27
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.80
05010 - Automotive Electrician	22.66
05040 - Automotive Glass Installer	21.68
05070 - Automotive Worker	20.91
05110 - Mobile Equipment Servicer	19.27
05130 - Motor Equipment Metal Mechanic	24.53
05160 - Motor Equipment Metal Worker	20.91
05190 - Motor Vehicle Mechanic	24.53
05220 - Motor Vehicle Mechanic Helper	18.48
05250 - Motor Vehicle Upholstery Worker	19.84
05280 - Motor Vehicle Wrecker	20.91
05310 - Painter, Automotive	22.66
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.17
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.04
07041 - Cook I	8.65
07042 - Cook II	9.89
07070 - Dishwasher	8.11
07130 - Food Service Worker	8.41
07210 - Meat Cutter	12.36
07260 - Waiter/Waitress	7.97
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	11.74
09080 - Furniture Refinisher	16.09
09090 - Furniture Refinisher Halper	13.74
09110 - Furniture Repairer, Minor	15.29
09130 - Upholsterer	16.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.12
11060 - Elevator Operator	8.17
11090 - Gardener	14.52
11122 - Housekeeping Aide	8.17
11150 - Janitor	8.17
11210 - Laborer, Grounds Maintenance	10.93
11240 - Maid or Houseman	7.27
11260 - Pruner	8.99
11270 - Tractor Operator	12.82
11330 - Trail Maintenance Worker	10.93
11360 - Window Cleaner	8.92
12000 - Health Occupations	
12010 - Ambulance Driver	12.93
12011 - Breath Alcohol Technician	14.22
12012 - Certified Occupational Therapist Assistant	19.58
12015 - Certified Physical Therapist Assistant	20.35
12020 - Dental Assistant	14.22
12025 - Dental Hygienist	31.31
12030 - EKG Technician	23.56
12035 - Electroneurodiagnostic Technologist	23.56
12040 - Emergency Medical Technician	14.22
12071 - Licensed Practical Nurse I	17.13
12072 - Licensed Practical Nurse II	19.22
12073 - Licensed Practical Nurse III	20.69
12100 - Medical Assistant	12.40
12130 - Medical Laboratory Technician	13.94

12160 - Medical Record Clerk	13.21
12190 - Medical Record Technician	16.02
12195 - Medical Transcriptionist	15.48
12210 - Nuclear Medicine Technologist	29.04
12221 - Nursing Assistant I	7.08
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.62
12224 - Nursing Assistant IV	12.40
12235 - Optical Dispenser	15.26
12236 - Optical Technician	13.90
12250 - Pharmacy Technician	15.85
12280 - Phlebotomist	13.30
12305 - Radiologic Technologist	24.27
12311 - Registered Nurse I	26.96
12312 - Registered Nurse II	30.20
12313 - Registered Nurse II, Specialist	32.08
12314 - Registered Nurse III	39.31
12315 - Registered Nurse III, Anesthetist	39.31
12316 - Registered Nurse IV	47.11
12317 - Scheduler (Drug and Alcohol Testing)	19.26
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	17.60
13042 - Illustrator II	22.56
13043 - Illustrator III	26.40
13047 - Librarian	24.26
13050 - Library Aide/Clerk	9.89
13054 - Library Information Technology Systems Administrator	21.90
13058 - Library Technician	13.25
13061 - Media Specialist I	15.81
13062 - Media Specialist II	17.69
13063 - Media Specialist III	19.71
13071 - Photographer I	13.93
13072 - Photographer II	17.60
13073 - Photographer III	22.56
13074 - Photographer IV	26.40
13075 - Photographer V	30.06
13110 - Video Teleconference Technician	13.83
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.50
14042 - Computer Operator II	17.34
14043 - Computer Operator III	19.32
14044 - Computer Operator IV	22.60
14045 - Computer Operator V	23.90
14071 - Computer Programmer I (1)	21.12
14072 - Computer Programmer II (1)	26.16
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.41
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	15.50
14160 - Personal Computer Support Technician	22.60
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.33
15020 - Aircrew Training Devices Instructor (Rated)	33.08
15030 - Air Crew Training Devices Instructor (Pilot)	39.27
15050 - Computer Based Training Specialist / Instructor	25.70

15060 - Educational Technologist	29.02
15070 - Flight Instructor (Pilot)	39.27
15080 - Graphic Artist	23.11
15090 - Technical Instructor	20.19
15095 - Technical Instructor/Course Developer	24.70
15110 - Test Proctor	17.73
15120 - Tutor	17.73
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.71
16030 - Counter Attendant	8.71
16040 - Dry Cleaner	9.90
16070 - Finisher, Flatwork, Machine	8.71
16090 - Presser, Hand	8.71
16110 - Presser, Machine, Drycleaning	8.71
16130 - Presser, Machine, Shirts	8.71
16160 - Presser, Machine, Wearing Apparel, Laundry	8.71
16190 - Sewing Machine Operator	11.85
16220 - Tailor	12.74
16250 - Washer, Machine	9.56
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.65
19040 - Tool And Die Maker	19.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.84
21030 - Material Coordinator	18.50
21040 - Material Expediter	18.50
21050 - Material Handling Laborer	12.26
21071 - Order Filler	10.94
21080 - Production Line Worker (Food Processing)	12.84
21110 - Shipping Packer	13.31
21130 - Shipping/Receiving Clerk	13.31
21140 - Store Worker I	9.57
21150 - Stock Clerk	13.57
21210 - Tools And Parts Attendant	13.58
21410 - Warehouse Specialist	12.84
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.07
23021 - Aircraft Mechanic I	26.73
23022 - Aircraft Mechanic II	28.07
23023 - Aircraft Mechanic III	29.47
23040 - Aircraft Mechanic Helper	20.93
23050 - Aircraft, Painter	22.17
23060 - Aircraft Servicer	23.28
23080 - Aircraft Worker	24.53
23110 - Appliance Mechanic	17.26
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	23.93
23130 - Carpenter, Maintenance	18.58
23140 - Carpet Layer	16.21
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	19.25
23182 - Electronics Technician Maintenance II	23.19
23183 - Electronics Technician Maintenance III	24.38
23260 - Fabric Worker	15.00
23290 - Fire Alarm System Mechanic	18.14
23310 - Fire Extinguisher Repairer	14.40
23311 - Fuel Distribution System Mechanic	19.17
23312 - Fuel Distribution System Operator	16.33
23370 - General Maintenance Worker	15.46
23380 - Ground Support Equipment Mechanic	26.73

23381 - Ground Support Equipment Servicer	23.28
23382 - Ground Support Equipment Worker	24.53
23391 - Gunsmith I	14.03
23392 - Gunsmith II	16.21
23393 - Gunsmith III	18.14
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.06
23411 - Heating, Ventilation And Air Contditiioning Mechanic (Research Facility)	
20.93	
23430 - Heavy Equipment Mechanic	17.59
23440 - Heavy Equipment Operator	18.14
23460 - Instrument Mechanic	19.44
23465 - Laboratory/Shelter Mechanic	17.26
23470 - Laborer	10.97
23510 - Locksmith	17.26
23530 - Machinery Maintenance Mechanic	20.81
23550 - Machinist, Maintenance	20.15
23580 - Maintenance Trade's Helper	13.58
23591 - Metrology Technician I	19.44
23592 - Metrology Technician II	20.28
23593 - Metrology Technician III	21.14
23640 - Millwright	20.25
23710 - Office Appliance Repairer	17.26
23760 - Painter, Maintenance	17.26
23790 - Pipefitter, Maintenance	19.33
23810 - Plumber, Maintenance	18.87
23820 - Pseudraulic Systems Mechanic	18.14
23850 - Rigger	19.44
23870 - Scale Mechanic	16.03
23890 - Sheet-Metal Worker, Maintenance	18.14
23910 - Small Engine Mechanic	16.21
23931 - Telecommunications Mechanic I	23.20
23932 - Telecommunications Mechanic II	24.23
23950 - Telephone Lineman	23.20
23960 - Welder, Combination, Maintenance	17.43
23965 - Well Driller	18.14
23970 - Woodcraft Worker	18.14
23980 - Woodworker	12.43
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.06
24610 - Chore Aide	6.54
24620 - Family Readiness And Support Services Coordinator	11.09
24630 - Homemaker	15.41
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.14
25040 - Sewage Plant Operator	17.00
25070 - Stationary Engineer	21.14
25190 - Ventilation Equipment Tender	14.33
25210 - Water Treatment Plant Operator	16.65
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.82
27007 - Baggage Inspector	10.14
27008 - Corrections Officer	18.04
27010 - Court Security Officer	18.04
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	18.04
27070 - Firefighter	17.90
27101 - Guard I	10.14
27102 - Guard II	17.90
27131 - Police Officer I	23.33

31290 - Shuttle Bus Driver	13.58
31310 - Taxi Driver	9.54
31361 - Truckdriver, Light	13.58
31362 - Truckdriver, Medium	16.87
31363 - Truckdriver, Heavy	18.03
31364 - Truckdriver, Tractor-Trailer	18.03
99000 - Miscellaneous Occupations	
99030 - Cashier	9.10
99050 - Desk Clerk	10.65
99095 - Embalmer	21.55
99251 - Laboratory Animal Caretaker I	9.03
99252 - Laboratory Animal Caretaker III $\frac{1}{2}$ I $\frac{1}{2}$	10.11
99310 - Mortician	24.04
99410 - Pest Controller	13.78
99510 - Photofinishing Worker	10.43
99710 - Recycling Laborer	12.36
99711 - Recycling Specialist	15.07
99730 - Refuse Collector	11.03
99810 - Sales Clerk	11.41
99820 - School Crossing Guard	8.29
99830 - Survey Party Chief	20.96
99831 - Surveying Aide	14.35
99832 - Surveying Technician	18.13
99840 - Vending Machine Attendant	10.91
99841 - Vending Machine Repairer	13.10
99842 - Vending Machine Repairer Helper	11.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per 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 4174)

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) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web

site at <http://wdol.gov/>.

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) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. P00021
3. EFFECTIVE DATE See Block 16C
4. REQUISITION/PURCHASE REQ. NO. FH0090010
5. PROJECT NO. (if applicable)

6. ISSUED BY CODE ICB/DM/DC-DC
7. ADMINISTERED BY (if other than Item 6) CODE ICB/DM/DC-DC

ICB/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Washington DC 20536

ICB/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
425 I Street NW, Suite 2208
Attn: Paul Previch
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)
CORRECTIONS CORPORATION OF AMERICA
10 BURTON HILLS BLVD STE 100
NASHVILLE TN 3 72156105

9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
9C. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-C-0015
9D. DATED (SEE ITEM 11) 09/23/2003

CODE 1597341510000 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 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

CHECK ONE

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

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.7030.

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

D. OTHER (Specify type of modification and authority)

X far 43.103(a) & extension of services clause

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

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

DUNS Number: 159734151
Program POC: August Khalil 832- [b6]
Procurement POC: Paul Previch 202- [b6]

The purpose of this modification is to extend the period of performance of this contract until 3/31/2009 for a total of six months. This allowed per FAR clause 52.217-8 Option t Extend Services.

The following clause also applies:
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)
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED
15D. UNITED STATES OF AMERICA
15E. SIGNATURE OF CONTRACTING OFFICER
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
16B. DATE SIGNED

[Signature]
1 Sept 08
James D. Adams
1 Sept 08

NSN 7540-01-162-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ACD-3-C-0015/P 00021

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>52.232-19 Availability of Funds for the Next Fiscal Year. Funds are not presently available for performance under this contract beyond September 30, 2008. 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, 2008, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.</p> <p>Delivery: 30 Days After Award Discount Terms: [REDACTED]</p> <p>Delivery Location Code: HSPC (HOU) HOUSTON SERVICE PROCESSING CTR 15850 EXPORT PLAZA HOUSTON TX 77032</p> <p>Accounting Info: [REDACTED]</p> <p>FOB: Destination Period of Performance: 10/01/2004 to 03/31/2009</p> <p>CONTRACT #ACD-3C-0015</p> <p>Accounting Info: [REDACTED]</p> <p>\$0.00 (Subject to Availability of Funds)</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00022	3. EFFECTIVE DATE 09/24/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Previch Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD STE 100 NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1597341510000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-C-0015	
		10B. DATED (SEE ITEM 11) 09/23/2003	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 159734151

Program POC: August Khalil 832- [REDACTED] b6


Procurement POC: Paul Previch 202- [REDACTED] b6

The purpose of this modification is to incorporate the impact of the REA request submitted by the vendor in the amount of [REDACTED] b4

Funds currently on the contract will be used to fund this adjustment.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		James D. Adams	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			24 Sept 2008
		(Signature of Contracting Officer)	

NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>All other terms and conditions remain the same. Period of Performance: 10/01/2004 to 03/31/2009</p>				



Damon T. Hininger
Vice President,
Federal Customer Relations

May 18, 2007

Via electronic & regular mail

Mr. Anthony Gomez
Contracting Officer
U. S. Department of Homeland Security
U.S. Immigration and Customs Enforcement
Headquarters Office of Procurement
425 "I" Street, N.W., Room 2208
Washington, DC 20536

RE: IMMIGRATION AND CUSTOMS ENFORCEMENT CONTRACT NO. ACD-3-C-0015

Dear Mr. Gomez:

In regard to Modification No. P00015, wherein Immigration and Customs Enforcement (ICE) incorporated Wage Determination Number 2005-2515, Revision No. 1, Corrections Corporation of America claims an increase in the contract amount for the period of performance 10/01/06 to 09/30/07 under FAR 52.222-43, "Fair Labor Standards Acts – Price Adjustment," in the amount of [b4] annually. CCA's claim arises from its obligation to increase certain employee wages and benefits through the mandatory adoption of this new Wage Determination.

To recover this cost, CCA proposes to increase the contract rate by [b4] per manday for the above-stated period of performance. We have arrived at this increase by applying the dollar amount listed above to the actual number of inmates (312,026) held under this contract during the last twelve full months.

If you should have any comments or questions regarding this matter, please do not hesitate to contact me at 800-624-2931, Ext. 33092.

Sincerely,

Damon T. Hininger
Vice President, Federal Customer Relations

DTH:s

Attachment

Calculation of Impact on Wages, Fringes,
FICA and Workers' Compensation

Houston Processing Center
Wage Determination 05-2515, Rev. 01 (08/30/2006)
Contract ACD-3-C-0015

Current Job Title	OCA Job Title	OCA Workman's Comp. Classification Code	Current Hourly Rate	Previous Wage Det.		New Wage Det.		DIR	No. of EE	Annual Hours	Annual	Annual	Annual	FICA Taxes (Salary)	Workman's Comp.
				Fringe Benefit	Rate	Fringe Benefit	Rate								
ACCOUNTING CLERK	ACCOUNTING CLERK I	7720													
ADMINISTRATIVE CLERK	GENERAL CLERK II	8810													
DENTENTION OFFICER	DENTENTION OFFICER	7720													
DENTENTION OFFICER	DENTENTION OFFICER	7720													
DENTENTION OFFICER	DENTENTION OFFICER	7720													
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DENTENTION OFFICER	DENTENTION OFFICER	7720													
DENTENTION OFFICER	DENTENTION OFFICER	7720													
MAINTENANCE WORKER	GENERAL MAINTENANCE WORKER	7720													
MAINTENANCE WORKER	GENERAL MAINTENANCE WORKER	7720													
MAINTENANCE WORKER	GENERAL MAINTENANCE WORKER	7720													
RECREATION COORDINATOR	RECREATION SPECIALIST	7720													
RECREATION COORDINATOR	RECREATION SPECIALIST	7720													
WAREHOUSE WORKER	WAREHOUSE SPECIALIST	7720													
WAREHOUSE WORKER	WAREHOUSE SPECIALIST	7720													

b4

Exempt Positions:

Job Title	No. of EE
WARDEN	
ASSISTANT WARDEN	
TRAINING MANAGER	
BUSINESS MANAGER	
MANAGER, HUMAN RESOURCES	
MANAGER, QUALITY ASSURANCE	
CHIEF OF SECURITY	
SHIFT SUPERVISOR	
ASSISTANT SHIFT SUPERVISOR	
CLASSIFICATION OFFICER	
MAINTENANCE SUPERVISOR	
HEALTH SERVICES ADMINISTRATOR	
CLINICAL SUPERVISOR	
TOTAL - GROUP 2	
TOTAL - ALL STAFF	

b4

Total Annual Fringe Inc.:	
Total Wage Inc.:	
Total FICA Inc.:	
Total Workman's Comp.:	
Total Annual Equitable Adj.:	

b4



Damon T. Hininger
Senior Vice President
Federal & Local Customer Relations

November 9, 2007

Via Electronic and Regular mail

Mr. James D. Adams
Contracting Officer
U. S. Department of Homeland Security
U.S. Immigration and Customs Enforcement
Office of Acquisition Management
425 "I" Street, N.W., Room 2208
Washington, DC 20536

RE: IMMIGRATION AND CUSTOMS ENFORCEMENT CONTRACT NO. ACD-3-C-0015

Dear Mr. Adams:

In regard to Modification No. P00019, wherein Immigration and Customs Enforcement (ICE) incorporated Wage Determination Number 2005-2515, Revision No. 4, Corrections Corporation of America claims an increase in the contract amount for the period of performance 10/01/07 to 09/30/08 under FAR 52.222-43, "Fair Labor Standards Acts – Price Adjustment," in the amount of [b4] annually. CCA's claim arises from its obligation to increase certain employee wages and benefits through the mandatory adoption of this new Wage Determination, as outlined in the attached schedule.

To recover this cost, CCA proposes to increase the contract rate by [b4] per manday for the above-stated period of performance. We have arrived at this increase by applying the dollar amount listed above to the actual number of detainees (317,042) held under this contract during the last twelve full months.

CCA also proposes to increase the per diem by [b4] to cover the impact of the wage determination that was incorporated into the contract during Option Year Three (see attached copy of our equitable adjustment request from May 18, 2007). Therefore, the total increase would be [b4]

Should have any comments or questions regarding this matter, please do not hesitate to contact me at 800 [b6]

Sincerely,

Damon T. Hininger, Senior Vice President
Federal and Local Customer Relations

DTH:s

Attachments

18-May-07

Current	Previous	Previous	New WD	New WD	Delta Wages	Delta Fringe	Annual Hours	Annual Fringe	Delta Wages	FICA	Workman's Note Comp
---------	----------	----------	--------	--------	-------------	--------------	--------------	---------------	-------------	------	---------------------

Wa

Accounting Clerk	\$
Administrative Clerk	\$
Detention Officer	\$
Detention Officer	\$
Detention Officer	\$
Detention Officer	\$
Detention Officer	\$
Detention Officer	\$
Detention Officer	\$
Detention Officer	\$
Detention Officer	\$
Detention Officer	\$
Maintenance Worker	\$
Maintenance Worker	\$
Maintenance Worker	\$
Recreation Coordinator	\$
Recreation Coordinator	\$
Warehouse Worker	\$
Warehouse Worker	\$

b4

ICE's calculations
CCA's calculations
DELTA

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 11
2. AMENDMENT/MODIFICATION NO. P00023	3. EFFECTIVE DATE 11/14/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Denise A. Johnson Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD STE 100 NASHVILLE TN 372156105		9A. AMENDMENT OF SOLICITATION NO. (x)	
CODE 1597341510000		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-3-C-0015 X	
		10B. DATED (SEE ITEM 11) 09/23/2003	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	FAR 52.222-43 Fair Labor Stand Act & Serv Contract Act -Price Adj (Nov 2006)

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: 62-1763875

DUNS Number: 159734151

Program POC: August Khalil, 832-99

Procurement POC: Denise A. Johnson, 202-99

Contracting Officer: Dana Adams, 202-99

The purpose of this modification is two fold:

1) Incorporate wage determination 2005-2515 Revision #7 attached.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 18 NOV 08

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ACD-3-C-0015/P00023

PAGE OF
2 11

NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2) Increase the impact of REA addressed under P00022</p> <p>From [REDACTED] By [REDACTED] b4 To: [REDACTED]</p> <p>All other terms and conditions remain the same. Period of Performance: 10/01/2004 to 03/31/2009</p>				

WD 05-2515 (Rev.-7) was first posted on www.wdol.gov on 07/29/2008

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

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2515
Revision No.: 7
Date Of Revision: 07/23/2008

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.58
01012 - Accounting Clerk II	16.38
01013 - Accounting Clerk III	18.32
01020 - Administrative Assistant	23.55
01040 - Court Reporter	21.79
01051 - Data Entry Operator I	11.67
01052 - Data Entry Operator II	14.32
01060 - Dispatcher, Motor Vehicle	15.40
01070 - Document Preparation Clerk	13.41
01090 - Duplicating Machine Operator	13.41
01111 - General Clerk I	10.80
01112 - General Clerk II	12.97
01113 - General Clerk III	14.88
01120 - Housing Referral Assistant	20.55
01141 - Messenger Courier	11.95
01191 - Order Clerk I	13.52
01192 - Order Clerk II	15.24
01261 - Personnel Assistant (Employment) I	14.74
01262 - Personnel Assistant (Employment) II	16.50
01263 - Personnel Assistant (Employment) III	18.38
01270 - Production Control Clerk	19.10
01280 - Receptionist	12.02
01290 - Rental Clerk	14.75
01300 - Scheduler, Maintenance	15.92
01311 - Secretary I	15.92
01312 - Secretary II	17.73
01313 - Secretary III	20.55
01320 - Service Order Dispatcher	14.63
01410 - Supply Technician	23.55
01420 - Survey Worker	16.59
01531 - Travel Clerk I	13.17
01532 - Travel Clerk II	14.22
01533 - Travel Clerk III	15.20
01611 - Word Processor I	12.27
01612 - Word Processor II	14.75
01613 - Word Processor III	16.59
05000 - Automotive Service Occupations	

05005 - Automobile Body Repairer, Fiberglass	24.80
05010 - Automotive Electrician	22.66
05040 - Automotive Glass Installer	21.68
05070 - Automotive Worker	20.91
05110 - Mobile Equipment Servicer	19.27
05130 - Motor Equipment Metal Mechanic	24.53
05160 - Motor Equipment Metal Worker	20.91
05190 - Motor Vehicle Mechanic	24.53
05220 - Motor Vehicle Mechanic Helper	18.48
05250 - Motor Vehicle Upholstery Worker	19.84
05280 - Motor Vehicle Wrecker	20.91
05310 - Painter, Automotive	22.66
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.17
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.04
07041 - Cook I	8.65
07042 - Cook II	9.89
07070 - Dishwasher	8.11
07130 - Food Service Worker	8.87
07210 - Meat Cutter	12.36
07260 - Waiter/Waitress	7.97
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	11.74
09080 - Furniture Refinisher	16.09
09090 - Furniture Refinisher Helper	13.74
09110 - Furniture Repairer, Minor	15.29
09130 - Upholsterer	16.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.90
11060 - Elevator Operator	8.17
11090 - Gardener	14.52
11122 - Housekeeping Aide	8.17
11150 - Janitor	8.17
11210 - Laborer, Grounds Maintenance	10.93
11240 - Maid or Houseman	7.73
11260 - Pruner	8.99
11270 - Tractor Operator	12.82
11330 - Trail Maintenance Worker	10.93
11360 - Window Cleaner	8.92
12000 - Health Occupations	
12010 - Ambulance Driver	14.22
12011 - Breath Alcohol Technician	15.64
12012 - Certified Occupational Therapist Assistant	19.58
12015 - Certified Physical Therapist Assistant	20.48
12020 - Dental Assistant	15.64
12025 - Dental Hygienist	32.49
12030 - EKG Technician	23.56
12035 - Electroneurodiagnostic Technologist	23.56
12040 - Emergency Medical Technician	14.22
12071 - Licensed Practical Nurse I	18.29
12072 - Licensed Practical Nurse II	20.52
12073 - Licensed Practical Nurse III	22.09
12100 - Medical Assistant	12.40
12130 - Medical Laboratory Technician	15.25
12160 - Medical Record Clerk	13.21
12190 - Medical Record Technician	16.02
12195 - Medical Transcriptionist	16.40
12210 - Nuclear Medicine Technologist	31.94
12221 - Nursing Assistant I	7.08
12222 - Nursing Assistant II	9.82

12223 - Nursing Assistant III	10.62
12224 - Nursing Assistant IV	12.40
12235 - Optical Dispenser	15.26
12236 - Optical Technician	13.90
12250 - Pharmacy Technician	17.44
12280 - Phlebotomist	13.30
12305 - Radiologic Technologist	24.27
12311 - Registered Nurse I	28.55
12312 - Registered Nurse II	33.22
12313 - Registered Nurse II, Specialist	35.29
12314 - Registered Nurse III	42.25
12315 - Registered Nurse III, Anesthetist	42.25
12316 - Registered Nurse IV	50.64
12317 - Scheduler (Drug and Alcohol Testing)	19.86
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	18.07
13042 - Illustrator II	22.56
13043 - Illustrator III	27.38
13047 - Librarian	26.69
13050 - Library Aide/Clerk	10.00
13054 - Library Information Technology Systems Administrator	24.09
13058 - Library Technician	14.58
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.46
13063 - Media Specialist III	21.68
13071 - Photographer I	13.93
13072 - Photographer II	17.60
13073 - Photographer III	22.56
13074 - Photographer IV	26.40
13075 - Photographer V	30.06
13110 - Video Teleconference Technician	15.21
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.26
14042 - Computer Operator II	18.19
14043 - Computer Operator III	20.28
14044 - Computer Operator IV	22.60
14045 - Computer Operator V	24.95
14071 - Computer Programmer I (1)	23.23
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	16.26
14160 - Personal Computer Support Technician	22.60
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.06
15020 - Aircrew Training Devices Instructor (Rated)	36.39
15030 - Air Crew Training Devices Instructor (Pilot)	43.20
15050 - Computer Based Training Specialist / Instructor	28.27
15060 - Educational Technologist	29.02
15070 - Flight Instructor (Pilot)	43.20
15080 - Graphic Artist	23.11
15090 - Technical Instructor	20.99
15095 - Technical Instructor/Course Developer	25.68
15110 - Test Proctor	18.43
15120 - Tutor	18.43
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.03

16030 - Counter Attendant	9.03
16040 - Dry Cleaner	10.89
16070 - Finisher, Flatwork, Machine	9.03
16090 - Presser, Hand	9.03
16110 - Presser, Machine, Drycleaning	9.03
16130 - Presser, Machine, Shirts	9.03
16160 - Presser, Machine, Wearing Apparel, Laundry	9.03
16190 - Sewing Machine Operator	12.26
16220 - Tailor	13.20
16250 - Washer, Machine	9.91
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.32
19040 - Tool And Die Maker	21.12
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.84
21030 - Material Coordinator	18.58
21040 - Material Expediter	18.58
21050 - Material Handling Laborer	12.26
21071 - Order Filler	11.46
21080 - Production Line Worker (Food Processing)	12.84
21110 - Shipping Packer	13.82
21130 - Shipping/Receiving Clerk	13.82
21140 - Store Worker I	10.53
21150 - Stock Clerk	14.93
21210 - Tools And Parts Attendant	13.58
21410 - Warehouse Specialist	12.84
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.07
23021 - Aircraft Mechanic I	26.73
23022 - Aircraft Mechanic II	28.07
23023 - Aircraft Mechanic III	29.47
23040 - Aircraft Mechanic Helper	20.93
23050 - Aircraft, Painter	24.39
23060 - Aircraft Servicer	23.28
23080 - Aircraft Worker	24.53
23110 - Appliance Mechanic	17.26
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	24.90
23130 - Carpenter, Maintenance	18.58
23140 - Carpet Layer	16.21
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	19.33
23182 - Electronics Technician Maintenance II	23.28
23183 - Electronics Technician Maintenance III	24.48
23260 - Fabric Worker	15.97
23290 - Fire Alarm System Mechanic	18.14
23310 - Fire Extinguisher Repairer	14.78
23311 - Fuel Distribution System Mechanic	19.17
23312 - Fuel Distribution System Operator	16.33
23370 - General Maintenance Worker	17.01
23380 - Ground Support Equipment Mechanic	26.73
23381 - Ground Support Equipment Servicer	23.28
23382 - Ground Support Equipment Worker	24.53
23391 - Gunsmith I	14.78
23392 - Gunsmith II	17.07
23393 - Gunsmith III	19.16
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.06
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.93
23430 - Heavy Equipment Mechanic	17.68
23440 - Heavy Equipment Operator	18.14
23460 - Instrument Mechanic	21.38
23465 - Laboratory/Shelter Mechanic	18.23

23470 - Laborer	10.97
23510 - Locksmith	17.26
23530 - Machinery Maintenance Mechanic	20.81
23550 - Machinist, Maintenance	20.16
23580 - Maintenance Trades Helper	13.58
23591 - Metrology Technician I	21.38
23592 - Metrology Technician II	22.31
23593 - Metrology Technician III	23.25
23640 - Millwright	20.48
23710 - Office Appliance Repairer	17.26
23760 - Painter, Maintenance	17.26
23790 - Pipefitter, Maintenance	19.44
23810 - Plumber, Maintenance	18.98
23820 - Pneudraulic Systems Mechanic	19.16
23850 - Rigger	19.47
23870 - Scale Mechanic	17.07
23890 - Sheet-Metal Worker, Maintenance	18.14
23910 - Small Engine Mechanic	17.07
23931 - Telecommunications Mechanic I	23.20
23932 - Telecommunications Mechanic II	24.23
23950 - Telephone Lineman	23.20
23960 - Welder, Combination, Maintenance	19.16
23965 - Well Driller	19.16
23970 - Woodcraft Worker	19.16
23980 - Woodworker	13.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.68
24580 - Child Care Center Clerk	12.06
24610 - Chore Aide	6.55
24620 - Family Readiness And Support Services Coordinator	11.43
24630 - Homemaker	15.41
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.14
25040 - Sewage Plant Operator	17.00
25070 - Stationary Engineer	21.14
25190 - Ventilation Equipment Tender	14.33
25210 - Water Treatment Plant Operator	16.65
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.82
27007 - Baggage Inspector	10.14
27008 - Corrections Officer	18.04
27010 - Court Security Officer	18.04
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	18.04
27070 - Firefighter	17.90
27101 - Guard I	10.14
27102 - Guard II	17.90
27131 - Police Officer I	23.33
27132 - Police Officer II	25.99
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.69
28042 - Carnival Equipment Repairer	11.24
28043 - Carnival Equipment Worker	8.25
28210 - Gate Attendant/Gate Tender	13.90
28310 - Lifeguard	12.38
28350 - Park Attendant (Aide)	15.55
28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	17.83
28630 - Sports Official	12.38
28690 - Swimming Pool Operator	15.85
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.78
29020 - Hatch Tender	17.78

29030 - Line Handler	17.78
29041 - Stevedore I	16.63
29042 - Stevedore II	18.93
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	38.22
30011 - Air Traffic Control Specialist, Station (HFO) (2)	26.36
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	29.02
30021 - Archeological Technician I	19.34
30022 - Archeological Technician II	23.15
30023 - Archeological Technician III	28.91
30030 - Cartographic Technician	28.67
30040 - Civil Engineering Technician	27.30
30061 - Drafter/CAD Operator I	19.18
30062 - Drafter/CAD Operator II	23.15
30063 - Drafter/CAD Operator III	25.80
30064 - Drafter/CAD Operator IV	29.47
30081 - Engineering Technician I	16.59
30082 - Engineering Technician II	20.41
30083 - Engineering Technician III	22.83
30084 - Engineering Technician IV	28.28
30085 - Engineering Technician V	36.15
30086 - Engineering Technician VI	41.85
30090 - Environmental Technician	27.24
30210 - Laboratory Technician	23.55
30240 - Mathematical Technician	28.67
30361 - Paralegal/Legal Assistant I	19.94
30362 - Paralegal/Legal Assistant II	24.71
30363 - Paralegal/Legal Assistant III	30.22
30364 - Paralegal/Legal Assistant IV	35.81
30390 - Photo-Optics Technician	28.67
30461 - Technical Writer I	20.79
30462 - Technical Writer II	25.43
30463 - Technical Writer III	29.06
30491 - Unexploded Ordnance (UXO) Technician I	24.29
30492 - Unexploded Ordnance (UXO) Technician II	29.39
30493 - Unexploded Ordnance (UXO) Technician III	35.23
30494 - Unexploded (UXO) Safety Escort	24.29
30495 - Unexploded (UXO) Sweep Personnel	24.29
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	23.95
30621 - Weather Observer, Senior (2)	27.71
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.55
31030 - Bus Driver	15.48
31043 - Driver Courier	12.73
31260 - Parking and Lot Attendant	8.34
31290 - Shuttle Bus Driver	13.87
31310 - Taxi Driver	10.49
31361 - Truckdriver, Light	13.87
31362 - Truckdriver, Medium	17.23
31363 - Truckdriver, Heavy	18.99
31364 - Truckdriver, Tractor-Trailer	18.99
99000 - Miscellaneous Occupations	
99030 - Cashier	9.10
99050 - Desk Clerk	10.65
99095 - Embalmer	21.55
99251 - Laboratory Animal Caretaker I	9.49
99252 - Laboratory Animal Caretaker II	10.62
99310 - Mortician	24.04
99410 - Pest Controller	14.21
99510 - Photofinishing Worker	10.43
99710 - Recycling Laborer	13.60
99711 - Recycling Specialist	16.58
99730 - Refuse Collector	12.13

99810 - Sales Clerk	11.41
99820 - School Crossing Guard	9.05
99830 - Survey Party Chief	20.96
99831 - Surveying Aide	14.35
99832 - Surveying Technician	18.13
99840 - Vending Machine Attendant	12.00
99841 - Vending Machine Repairer	14.41
99842 - Vending Machine Repairer Helper	12.31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per 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 4174)

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

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformance may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at

<http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), 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.