

Company Name:  
Correctional Services Corporation (now GEO Group\_

Contract Number:  
ACD-4-C-0001 (ACD4C0001)

Requisition Number:  
CRDDP-99-009 (CRDDP99009)

Latest Modification Processed:  
P00040

Period of Performance:  
1/26/2004 through 6/25/2010

Services Provided:  
Transportation costs at Del Rio, Eagle Pass, Laredo, San Antonio, Dallas, Houston, Harlingen, and Austin, Texas; Operations at the South Texas Detention Complex, Pearsall, Texas.

2. CONTRACT (Proc. Inst. Ident.) NO. ACD-4-C-0001 3. EFFECTIVE DATE 01/26/2004 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. CRDDP-99-009

5. ISSUED BY CODE Department of Homeland Security ICE - Immigrations and Customs Enforcement ACDCAP - 3rd Floor 7701 North Stemmons Freeway Dallas, Texas 75247 6. ADMINISTERED BY (If other than Item 5) CODE Department of Homeland Security ICE - Immigration and Customs Enforcement ACDCAP - 3rd Floor 7701 North Stemmons Freeway Dallas, Texas 75247

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Correctional Services Corporation - CSC 1819 Main Street Suite 1000 Sarasota, Florida 34236 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

11. SHIP TO/MARK FOR CODE FACILITY CODE 12. PAYMENT WILL BE MADE BY CODE DHS / ICE - Dallas Finance Center P. O. Box 560947 Dallas, Texas 75356-0947

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  10 USC 2304(c) ( )  41 USC 253(c) ( ) 14. ACCOUNTING AND APPROPRIATION DATA

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
CLINS 0001, 0001A, 0001B, 0001C, and 0002 through 0022, inclusive	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 15.	See CLINS 0001, 0001A, 0001B, 0001C, and 0002 through 0022, inclusive, set forth on Section B, Pages 2 and 3			

15G. TOTAL AMOUNT OF CONTRACT \$ 21,390,763.50

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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 - 1 - 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 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 contract document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) Correctional Services Corporation (CSC) James F. Slattery, President and CEO 19B. NAME OF CONTRACTOR BY (Signature of person authorized to sign) 19C. DATE SIGNED 1/22/04 20A. NAME OF CONTRACTING OFFICER Angela L. Avery Contracting Officer - DHS / ICE / CAP-Dallas 20B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer) 20C. DATE SIGNED 1/23/04

203-750-39

ACD-0-R-0002

SECTION B: SUPPLIES OR SERVICES AND PRICES/COE (Frio County 12-29-03)

According to the contract requirements, the contractor shall provide a detention facility, and all labor, materials and equipment necessary to operate and maintain temporary residential care, and secure detention for a maximum of b4 adults (b4 adult males and b4 females) and b4 juveniles (b4 males and b4 females) per day. Contractor is to maintain full staff for b4 adult male, b4 adult female, plus b4 juvenile male and b4 female detainees, regardless of actual detainee population throughout each performance period of the contract. Performance shall commence no later than one year after award of the contract. All services are to be performed in one facility located within 15 miles of Interstate 35 in Webb, La Salle, Frio, Medina, or Atascosa Counties, Texas. Total estimated price per performance period is the sum of the guaranteed minimum, plus prices for adult detention above guaranteed minimum, juvenile detention, scheduled & unscheduled transportation, adult detainee wages, and on-call / remote post wages.

BASE PERIOD: For the period from the date the facility becomes operational and continuing for 365 days.

	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Includes all management, supervision, facility operations, quality, scheduling, safety, and reporting requirements. (Medical services to be provided USPHS) Price shall also include all wages, indirect costs, general and administrative costs and profit required to maintain the facility at the levels required by the attached performance work statement (see page 15, Section C, Subsection 2.A):			
0001	Guaranteed Minimum (See Page 7A, Special Notes #3.)		
0001A	Adult Detainees (first month, 30 days @ b4 detainees.)	Man-Days \$	\$
0001B	Adult Detainees (second month, 30 days @ b4 detainees.)	Man-Days \$	\$
0001C	Adult Detainees (ten months, 305 days @ b4 detainees.)	Man-Days \$	\$
0002	Variable costs for the detention of one adult person in excess of the guaranteed minimum quantity of detainees listed in the CLIN 0001 above. Prices should not include costs already captured in CLIN 0001.	Not to Exceed b4 Man-Days \$	\$
0003	Estimated costs for the detention of a juvenile. Prices should not include costs already captured in CLIN 0001. See Note 3, CLIN 0003 (and subsequent years).	Not to Exceed b4 Man-Days \$	\$
0004	RESERVED		
0005	RESERVED		

Scheduled Transportation: The Estimated quantities shown are for evaluation purposes only.

Del Rio			
0006	passengers	Rd. Trips \$	\$
0007	b4 passengers	Rd. Trips \$	\$
0008	juveniles	Rd. Trips \$	\$
Eagle Pass			
0009	passengers	Rd. Trips \$	\$
0010	b4 passengers	Rd. Trips \$	\$
0011	juveniles	Rd. Trips \$	\$
Laredo			
0012	passengers	Rd. Trips \$	\$
0013	b4 passengers	Rd. Trips \$	\$
0014	juveniles	Rd. Trips \$	\$

San Antonio

0015	[redacted] passengers	[redacted]	Rd. Trips	\$	[redacted]	\$	[redacted]
0016	[redacted] passengers	[redacted]	Rd. Trips	\$	[redacted]	\$	[redacted]
0017	[redacted] juveniles	[redacted]	Rd. Trips	\$	[redacted]	\$	[redacted]

Unscheduled Transportation - The estimated quantities shown are for evaluation purposes only. The actual mileage will be multiplied by the unit price shown below. The Government anticipates a requirement for unscheduled transportation but does not guaran

0018	[redacted] passengers	[redacted]	Miles	\$	[redacted]	\$	[redacted]
0019	2low,6 [redacted] passengers	[redacted]	Miles	\$	[redacted]	\$	[redacted]
0020	[redacted] passengers	[redacted]	Miles	\$	[redacted]	\$	[redacted]

0021	Adult Detainee Volunteer Wages (per detainee/day) (not to exceed [redacted] hours)	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
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0022	On-Call and Remote Post Hourly Wages (not to exceed [redacted] hours)	[redacted]	\$	[redacted]	\$	[redacted]
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BASE PERIOD TOTAL ESTIMATED PRICE

\$ 21,390,763.50

OPTION PERIOD ONE : Commences at expiration of Base Year for 365 days.

		QUANTITY	UNIT PRICE	TOTAL AMOUNT
1001	Guaranteed Minimum (See Page 7A, Special Notes #3.)			
1001A	Adult Detainees (365 days @ b4 detainees)	b4 Man-Days	\$	\$
1002	Variable costs for the detention of one adult person in excess of the guaranteed minimum quantity of detainees listed in the CLIN 1001 above. Prices should not include costs already captured in CLIN 1001.	Not to Exceed b4 Man-Days	\$	\$
1003	Estimated costs for the detention of a juvenile. Prices should not include costs already captured in CLIN 1001. See Note 3, CLIN 1003 (and subsequent years).	Not to Exceed b4 Man-Days	\$	\$
1004	RESERVED			
1005	RESERVED			

Scheduled Transportation : The Estimated quantities shown are for evaluation purposes only.

<b>Del Rio</b>					
1006	b4 passengers	b4	Rd. Trips	\$	\$
1007	b4 passengers		Rd. Trips	\$	\$
1008	b4 juveniles		Rd. Trips	\$	\$
<b>Eagle Pass</b>					
1009	b4 passengers	b4	Rd. Trips	\$	\$
1010	b4 passengers		Rd. Trips	\$	\$
1011	b4 juveniles		Rd. Trips	\$	\$
<b>Laredo</b>					
1012	b4 passengers	b4	Rd. Trips	\$	\$
1013	b4 passengers		Rd. Trips	\$	\$
1014	b4 juveniles		Rd. Trips	\$	\$
<b>San Antonio</b>					
1015	b4 passengers	b4	Rd. Trips	\$	\$
1016	b4 passengers		Rd. Trips	\$	\$
1017	b4 juveniles		Rd. Trips	\$	\$

Unscheduled Transportation - The estimated quantities shown are for evaluation purposes only. The actual mileage will be

1018	b4 passengers	b4	Miles	\$	\$
1019	b4 passengers		Miles	\$	\$
1020	b4 passengers		Miles	\$	\$
1021	Adult Detainee Volunteer Wages (per detainee/day) (not to exceed b4 hours)			b4	\$ b4
1022	On-Call and Remote Post Hourly Wages (not to exceed) 3,500 Hours			b4	\$ b4

OPTION PERIOD ONE : TOTAL ESTIMATED PRICE

\$ 21,616,532.30

OPTION PERIOD TWO : Commences at expiration of First Option Year for 365 days.

		QUANTITY	UNIT PRICE	TOTAL AMOUNT
Includes all management, supervision, facility operations, quality, scheduling, safety, and reporting requirements. (Medical services to be provided USPHS) Price shall also include all wages, indirect costs, general and administrative costs and profit required to maintain the facility at the levels required by the attached performance work statement (see page 15, Section C, Subsection 2.A):				
2001	Guaranteed Minimum (See Page 7A, Special Notes #3.)			
2001A	Adult Detainees (365 days @ b4 detainees)	b4 Man-Days	\$	\$
2002	Variable costs for the detention of one adult person in excess of the guaranteed minimum quantity of detainees listed in the CLIN 2001 above. Prices should not include costs already captured in CLIN 2001.	Not to Exceed b4 Man-Days	\$	\$
2003	Estimated costs for the detention of a juvenile. Prices should not include costs already captured in CLIN 2001. See Note 3, CLIN 2003 (and subsequent years).	Not to Exceed b4 Man-Days	\$	\$
2004	RESERVED			
2005	RESERVED			

Scheduled Transportation : The Estimated quantities shown are for evaluation purposes only.

<b>Del Rio</b>				
2006	b4 passengers	Rd. Trips	\$	\$
2007	b4 passengers	Rd. Trips	\$	\$
2008	b4 juveniles	Rd. Trips	\$	\$
<b>Eagle Pass</b>				
2009	b4 passengers	Rd. Trips	\$	\$
2010	b4 passengers	Rd. Trips	\$	\$
2011	b4 juveniles	Rd. Trips	\$	\$
<b>Laredo</b>				
2012	b4 passengers	Rd. Trips	\$	\$
2013	b4 passengers	Rd. Trips	\$	\$
2014	b4 juveniles	Rd. Trips	\$	\$
<b>San Antonio</b>				
2015	b4 passengers	Rd. Trips	\$	\$
2016	b4 passengers	Rd. Trips	\$	\$
2017	b4 juveniles	Rd. Trips	\$	\$

Unscheduled Transportation - The estimated quantities shown are for evaluation purposes only. The actual mileage will be

2018	b4 passengers	Miles	\$	\$
2019	b4 passengers	Miles	\$	\$
2020	b4 passengers	Miles	\$	\$
2021	Adult Detainee Volunteer Wages (per detainee/day) (not to exceed b4 hours)			b4
2022	On-Call and Remote Post Hourly Wages (not to exceed b4 Hours)		\$	\$

OPTION PERIOD TWO : TOTAL ESTIMATED PRICE \$ 21,803,998.80

OPTION PERIOD THREE : Commences at expiration of Second Option Year for 365 days.

		QUANTITY	UNIT PRICE	TOTAL AMOUNT
3001	Guaranteed Minimum (See Page 7A, Special Notes #3.)			
3001A	Adult Detainees (366 days @ b4 detainees)	b4 Man-Days	\$ b4	\$ b4
3002	Variable costs for the detention of one adult person in excess of the guaranteed minimum quantity of detainees listed in the CLIN 3001 above. Prices should not include costs already captured in CLIN 3001.	Not to Exceed b4 Man-Days	\$ b4	\$ b4
3003	Estimated costs for the detention of a juvenile. Prices should not include costs already captured in CLIN 3001. See Note 3, CLIN3003 (and subsequent years).	Not to Exceed b4 Man-Days	\$ b4	\$ b4
3004	RESERVED			
3005	RESERVED			

Scheduled Transportation : The Estimated quantities shown are for evaluation purposes only.

<b>Del Rio</b>					
3006	b4 passengers	b4	Rd. Trips	\$ b4	\$ b4
3007	b4 passengers		Rd. Trips	\$ b4	\$ b4
3008	b4 juveniles		Rd. Trips	\$ b4	\$ b4
<b>Eagle Pass</b>					
3009	b4 passengers	b4	Rd. Trips	\$ b4	\$ b4
3010	b4 passengers		Rd. Trips	\$ b4	\$ b4
3011	b4 juveniles		Rd. Trips	\$ b4	\$ b4
<b>Laredo</b>					
3012	b4 passengers	b4	Rd. Trips	\$ b4	\$ b4
3013	b4 passengers		Rd. Trips	\$ b4	\$ b4
3014	b4 juveniles		Rd. Trips	\$ b4	\$ b4
<b>San Antonio</b>					
3015	b4 passengers	b4	Rd. Trips	\$ b4	\$ b4
3016	b4 passengers		Rd. Trips	\$ b4	\$ b4
3017	b4 juveniles		Rd. Trips	\$ b4	\$ b4

Unscheduled Transportation - The estimated quantities shown are for evaluation purposes only. The actual mileage will be

3018	b4 passengers	b4	Miles	\$ b4	\$ b4
3019	b4 passengers		Miles	\$ b4	\$ b4
3020	b4 passengers		Miles	\$ b4	\$ b4
3021	Adult Detainee Volunteer Wages (per detainee/day) (not to exceed b4 hours)				\$ b4
3022	On-Call and Remote Post Hourly Wages (not to exceed b4 Hours)			\$ b4	\$ b4

OPTION PERIOD THREE : TOTAL ESTIMATED PRICE

\$ b4

OPTION PERIOD FOUR : Commences at expiration of Third Option Year for 365 days.

QUANTITY                      UNIT PRICE                      TOTAL AMOUNT

Includes all management, supervision, facility operations, quality, scheduling, safety, and reporting requirements. (Medical services to be provided USPHS) Price shall also include all wages, indirect costs, general and administrative costs and profit required to maintain the facility at the levels required by the attached performance work statement (see page 15, Section C, Subsection 2.A):

4001	Guaranteed Minimum (See Page 7A, Special Notes #3.)				
4001A	Adult Detainees (365 days @ b4 detainees)	b4	Man-Days	\$	\$
4002	Variable costs for the detention of one adult person in excess of the guaranteed minimum quantity of detainees listed in the CLIN 4001 above. Prices should not include costs already captured in CLIN 4001.	b4	Man-Days	\$	\$
4003	Estimated costs for the detention of a juvenile. Prices should not include costs already captured in CLIN 4001. See Note 3, CLIN 4003 (and subsequent years).	b4	Man-Days	\$	\$
4004	RESERVED				
4005	RESERVED				

Scheduled Transportation : The Estimated quantities shown are for evaluation purposes only.

<b>Del Rio</b>					
4006	b4 passengers		Rd. Trips	\$	\$
4007	b4 passengers		Rd. Trips	\$	\$
4008	b4 juveniles		Rd. Trips	\$	\$
<b>Eagle Pass</b>					
4009	b4 passengers	b4	Rd. Trips	\$	\$
4010	b4 passengers		Rd. Trips	\$	\$
4011	b4 juveniles		Rd. Trips	\$	\$
<b>Laredo</b>					
4012	b4 passengers		Rd. Trips	\$	\$
4013	b4 passengers		Rd. Trips	\$	\$
4014	b4 juveniles		Rd. Trips	\$	\$
<b>San Antonio</b>					
4015	b4 passengers	b4	Rd. Trips	\$	\$
4016	b4 passengers		Rd. Trips	\$	\$
4017	b4 juveniles		Rd. Trips	\$	\$

Unscheduled Transportation - The estimated quantities shown are for evaluation purposes only. The actual mileage will be

4018	b4 passengers		Miles	\$	\$
4019	b4 passengers	b4	Miles	\$	\$
4020	b4 passengers		Miles	\$	\$
4021	Adult Detainee Volunteer Wages (per detainee/day) (not to exceed b4 hours)			b4	b4
4022	On-Call and Remote Post Hourly Wages (not to exceed) b4 hours			\$ b4	\$ b4

OPTION PERIOD FOUR : TOTAL ESTIMATED PRICE                      \$ 22,204,388.20

**GRAND TOTAL**                      \$ 109,018,808.95



Special Notes:

1. Man-days are defined as the number of persons multiplied by the number of days of detention. Payment will include the day of arrival but not the day of departure. One person X one day = one man-day.
2. Evaluation of proposals shall be in accordance with the criteria as set forth in Section M of this solicitation document.
3. This is an Indefinite Delivery, Indefinite Quantity contract and the quantities indicated above constitute the Government's best estimate of the requirements. CLIN 0003 ( and subsequent years) are requirements type with no minimum number of juvenile detainees known with a not to exceed quantity of 20 juvenile detainees per day. Evaluation and award of the contract will be based upon the sum of all of the line items. The guaranteed minimum will be obligated on the contract upon issuance of the notice to proceed. All other CLINs will be ordered by issuance of task orders. Should the average detainee population for the invoice period not reach required daily minimums, the Contractor shall be compensated as if the detainee population for the contract performance period were the required guaranteed minimum number of adults per day. Such reimbursements shall be made at the time of reconciliation of the monthly invoice.

The guaranteed minimums are as follows:

<u>Performance period</u>	<u>Adult Population</u>	<u>Guaranteed Minimum</u>
Base Year		
Month 1	b4	
Month 2		
Month 3-12		
First Option		
Second Option		
Third Option		
Fourth Option		

CLIN 0001 (and subsequent years) To include only those costs attributable to the maintenance and well being of the detainees. Costs include all management, supervision, facility operations, quality, scheduling, safety and reporting requirements. Pricing shall include all direct and indirect costs, general and administrative costs and profit required to maintain the facility at the levels required by the statement of work.

CLIN 0003 (and subsequent years) This CLIN reflects the Government's estimated requirements for commercial detention services for juveniles. The requirement is to facilitate detention of only those juveniles not housed by a Government agency or by Interagency Agreement within Government.

CLINs 0006-0020 (and subsequent years). The number of trips are estimates for evaluation purposes based on servicing the location cited twice daily and is not to imply that the Contractor will be making solo trips to each facility. The numbers of trips constitutes the Contract's not to exceed number of trips per performance period.

CLINs 0008, 0011, 0014, and 0017 (and subsequent years) are estimates for evaluation purposes for only those trips unique to the transportation of juveniles, under the need for safety as required by the statement of work. The numbers of trips constitutes the Contract's not to exceed number of trips per performance period.

CLINs 0021 (and subsequent years) include the Government's estimated number of hours per performance period for adult detainee wages. The Government is not bound to order any hours. The dollar value is for evaluation purposes only and constitutes the Contract's not to exceed amount of hours.

CLINs 0022 (and subsequent years) include the Government's estimated number of hours per performance period for on call and remote post guards. The Government is not bound to order any hours. The estimated 3,500 hours is for evaluation purposes and constitutes the Contract's not to exceed amount of hours.

4. In the event the Government, in accordance with FAR clause 52.217-8, Option to Extend Services, exercises the option provision to extend services, the rates shall be the rates charged the Government in the contract period immediately preceding the exercise of the option. The Government will create new contract lines in its modification to exercise its option under FAR 52.217-8 accordingly.
5. Offerors must submit proposals for the Base period and the four option years. Failure to submit a proposal on the total requirement will be the basis for rejection of the offer.
6. RESERVED
7. Notice to Proceed & Service Contract Act wage determinations shall be provided to Contractor by modification to the Contract. Provisions for Notice to Proceed issuance are found in Section E, Inspection and Acceptance.
8. Service Contract Act Wage Determinations 1994-2521, Rev 26, 06/19/2003 and 1994-2519, Rev 19, 09/30/2003 should be applied. The Contracting Officer expects one or more wage determination revisions between issuance of Amendment 017, date of award and first day of performance of services. Incorporation of the wage determinations will be at the time that the Notice to Proceed is issued. The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided as follows. The Contractor shall notify the Contracting Officer of any increase claimed by issuance of the contract modification for the Notice to Proceed with current incorporated SCA wage determinations within 30 days of receipt unless this notification period is extended in writing by the Contracting Officer. Any adjustment will be limited to increases or decreases in wages, fringe benefits, social security, unemployment taxes and worker's compensation insurance described in the modification of the contract. Adjustments will not include any amount for general and administrative costs, overhead or profit. The contractor shall promptly notify the Contracting Officer of any decrease, but nothing shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
9. The Contractor is required to perform in continual compliance with the most current additions of the INS Detention Standards. The contractor shall comply with and implement any applicable changes to INS Detention Standards or DHS policy and procedures. It is the Contractor's responsibility to routinely review the Detention Standards. Should the Government invoke such changes, the Contractor retains rights and remedies (i.e. equitable adjustment) under the terms and conditions of the Contract. To be timely, the Contractor shall have 30 calendar days after the Contractor identifies changes and propose/support remedies. The Contractor will have a total of 60 calendar days, from determining the requirement, to implement or start compliance with new standards. Where the contents of the Schedule may conflict with INS Detention Standards; the Contractor shall give precedence to the most current INS Detention Standards over American Corrections Association standards, the Schedule and specifications set forth in this solicitation or contract with respect to FAR Clause 52.215-8(b), included by reference in this solicitation. The current Internet address for the INS Detention Standards is: <http://uscis.gov/graphics/lawsregs/guidance.htm>

## **NOTICE**

The functions of the U.S. Immigration and Naturalization Service were transferred to the newly created Department of Homeland Security on March 1, 2003, pursuant to the Department of Homeland Security Reorganization Plan (dated 11/25/2002).

The services contemplated herein are to be provided to the Department of Homeland Security - Detention and Removal Operations (DRO). DRO was formerly a division of the U.S. Immigration and Naturalization Service (INS), a U.S. Department of Justice agency. DRO is now a division of the Bureau of Immigration and Customs Enforcement (ICE). ICE is a Bureau under the Border and Transportation Security (BTS) Directorate of the newly created Department of Homeland Security.

The award of this contract is made by the Department of Homeland Security. References throughout Solicitation Number ACD-0-R-0002 and Contract Number ACD-4-C-0001 to the "Department of Justice", "Immigration and Naturalization Service" or "INS" shall be construed to refer to the Department of Homeland Security.

Future modifications to this contract may occur as a result of the transfer of INS to DHS and the resulting implementation of DHS requirements, standards and systems.

PART I - THE SCHEDULE  
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT  
CONTRACT DETENTION FACILITY

INTRODUCTION

A. BACKGROUND

The U.S. Department of Homeland Security (DHS), Bureau of Immigration and Customs Enforcement (ICE), formally known as the Department of Justice, Immigration and Naturalization Service (hereinafter called the Service, DHS 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. The Department of Homeland Security is in transition with all regulations, policies and requirements of Legacy INS being in effect till changed in writing by the Contracting Officer or the Detention Standards.

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. Base year adult male detainees - 850 beds, as follows:
  - (A) 560 beds divided into multiple occupancy rooms, no room to house more than forty (40) detainees.
  - (B) 150 beds divided into multiple occupancy rooms, no room to house more than twenty (20) detainees.
  - (C) 130 beds divided into two man cells.
2. Base Year Adult female detainees - 150 beds, as follows:
  - (A) 120 beds divided into multiple occupancy rooms, no room to house more than forty (40) detainees.
  - (B) 20 beds included into one (1) multiple occupancy room.
  - (C) 20 beds divided into two person cells.

NOTE: EXACT RATIOS CANNOT ALWAYS BE MAINTAINED. UNDER NO CIRCUMSTANCES ARE MALE AND FEMALE DETAINEES TO BE HOUSED IN THE SAME ROOM. The current population is 60% non-criminal and 40% criminals. There is no assurance that this ratio will be maintained throughout the life of the contract.

3. Juveniles 20 beds as follows:
  - (A) 15 male beds area Open bay i.e. 20 beds included into one (1) multiple occupancy room.
  - (B) 5 female beds included into one (1) multiple occupancy room.

Juveniles shall be housed sight and sound separated from the adult population at all times. Only female guards are allowed in the female juvenile unit. Juveniles shall be house for 72 hours or less. Their ages shall range from 10 years to 18 years. Juveniles shall be afforded the same level of care as the adults. COTR retains the discretion to assign dorm placements.

## 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 ICE detainee, including searches, 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 otherwise approved procedures.
7. CONTRACTOR: The entity that provides the services described in this statement of work.
8. CONTRACTING OFFICER: An ICE employee 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 ICE employee 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. RESERVED
12. DETAINEE: Any person confined under the auspices and the authority of any federal agency, primarily ICE. (The Contracting Officer, COTR or ICE employee 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 ICE 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, Detainee, 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 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 stepchildren and adopted children) and their spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and sisters) and their spouses.
24. JUVENILE DETAINEE: Any detained alien under the age of eighteen (18) years. All juveniles housed will be at least 10 years old.
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, 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. In addition, 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: Department of Homeland Security, Immigration and Customs Enforcement (ICE).
40. SPC: Service Processing Center.
41. STANDING MEDICAL ORDERS: Written orders, by a physician, to medical personnel for the definitive treatment of identified minor, 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. Verbally: All communications (notices, reports, submissions, determinations, policies, guides, approvals, pre-approvals), unless otherwise prescribed by the Contracting Officer, shall only be in writing.
46. WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (MACE), and nightsticks.



## 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 Detention Standards (See Page 7 B, Note 9). The facility must obtain accreditation within 18 months from the date of occupancy. Failure to obtain and maintain the accreditation may be cause for default.

The contractor shall prepare and submit all policies, plans and procedures to the Contracting Officer for review and approval. All contractor's policies, plans, and procedures required by this statement of work shall be submitted to the Contracting Officer in accordance with Section E 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. The Contracting Officer shall approve any plan, policy, procedure, or any changes under this contract prior to Contractor implementation.

The Contracting Officer and the COTR have the right to direct the contractor to cease immediately any practice deem detrimental to the health, welfare and rights of the detainees or any other individuals.

Under this Subsection, the Contractor shall provide the following to the Contracting Officer:

- 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 INS Detention Standards 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 to the COTR that includes 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 describing the structure of authority, responsibility and accountability within the facility. All changes to the organizational chart shall be reviewed and approved by the Contracting Officer prior to implementation.
- D. The resume of any employee determined critical to the operation of the facility to the Contracting Officer. The Contracting Officer or COTR 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: a categorical exclusion, finding of no significant impact, or final environmental impact statement signed by the ICE Headquarters Facilities and Engineering Division, acquisition of necessary permits, construction schedule, availability of facility for ICE equipment deliveries, installation of ICE phone and computer lines, and ICE staff training and familiarity with the facility.

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

## 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 the Contracting Officer 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 estimated population of 1000 adult and 20 juvenile detainees. Staff detention officers of both sexes shall be on duty at all times. The contractor shall provide a minimum of five (5) female officers per shift excluding transportation. By noon each day, the Contractor shall provide to COTR 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. Only female staff detention officers shall supervise female detainees within the facility day room/dormitory. 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 bilingual 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 telephone 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, 28 CFR PART 45. 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.
  - (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, detainee 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 removal from the facility by the Contractor or at the discretion of the Contracting Officer or COTR. 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.

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.

#### E. SECURITY REQUIREMENTS (NON-CLASSIFIED CONTRACT)

The Contracting Officer and COTR 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 work site during the period of the contract and for all employees who have access to the detention facility in performance of the contract work. The Contracting Officer may, as it deems appropriate, authorize and grant temporary access to employees of the contractor, subcontractor, vendor, and/or volunteer who for any reason may visit the work site 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, 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 (affirmative/positive suitability determination by the ICE Contract Security Office.

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 ICE Contract Security Office. If an applicant/employee position requires that he/she shall have direct contact with detainees without an escort, the position sensitivity designation shall be at level 5 Moderate Risk. Positions that have no direct contact with detainees shall be designated at the level 1 Low Risk designation. The results of the position sensitivity designation shall identify the appropriate type of background investigation to be conducted. Level 5 Moderate Risk position designations shall require a Limited Background Investigation (LBI) and Level 1 Low risk shall require a National Agency Check and inquiries investigation (NACI). All background investigations shall be processed through the ICE 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 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

The Government shall provide necessary forms upon completion of successful negotiation at the time of award of the contract. Only complete security packages shall be accepted by ICE 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 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 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 Contracting Officer and COTR reserve 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 the Contracting Officer or COTR at any time. If the contractor has a random drug-screening program, results of each screening shall be provided immediately.

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

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

The Contracting Officer and COTR reserves the right and prerogative to require the Contractor to remove any contract employee from the ICE contract 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 ICE 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 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 have a social security card issued and approved by the Social Security Administration and shall be a United States Citizen, or a person lawfully admitted into the United States for permanent residence, and have resided in the U.S. for the last five (5) years, possess a high school diploma, or equivalent (GED), and 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 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, the contractor shall not employ illegal or undocumented aliens, 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 judgment, 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 (1) through (4) above. Where experience needs to be substituted in lieu of the required education, or vice versa, the Contractor shall make a written request for the necessary waiver 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.
- (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 the Contractor makes written requests 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 or who has demonstrated the ability to perform the designated duties. This does not pertain to clerical or janitorial/maintenance staff that does 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 that 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 (1) through (7) above, shall be immediately reported to the COTR.

4. Removal From Duty.

- (a) If the Contracting Officer or COTR 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 ICE 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) The Contracting Officer or COTR 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 ICE 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, determined by investigation by the Contracting Officer involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, a detainee escape.
  - (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, ICE 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 ICE contract.
- G. 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.
- H. The contractor shall immediately notify the COTR of any employee(s) terminations, suspensions, resignations, or any other adverse personnel actions taken for any reason.

## SUBSECTION 3. TRAINING

- A. The contractor shall establish an overall training program for all employees that incorporates the mandatory training requirements listed below as well as other related training courses developed by the contractor that 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 Contractor shall submit the training plan to the Contracting Officer for review and approval 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. Certified instructors shall conduct all courses. 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 COTR. 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 that 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 that 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 (2 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, ICE 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 the Contracting officer or COTR. The contractor's proficiency program is subject to the review and approval by the Contracting Officer or COTR prior to being administered to the employees.

## 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 (Word). Whenever there is a change in the documents, an updated electronic copy shall be provided to the COTR. 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 a security file cabinet such as "Mosler" or equal type, 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. ICE 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. The Contracting Officer and COTR 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.
- 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, head counts, 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.
- 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 ICE.
- 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 ICE)
  - (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 alien's 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, the provisions of the FOIA and the PA do not govern personnel records of contractor employees.
- L. At the completion, or termination of this contract, the contractor shall, upon written request of the Contracting Officer, turn over all records required for the operation and performance of this contract.

## SUBSECTION 5. PHYSICAL PLANT

- A. RESERVED
- 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 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 that 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 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 that 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 ICE. No prisoners, inmates, or detainees from any other Federal, State, County, or City agencies are to be housed in the contract facility without specific advance written Contracting Officer 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.
    - (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 (wall 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 the Contracting Officer or COTR 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 or 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 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 ICE 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. Separate Juvenile Requirements:

- (a) The juveniles must be kept completely sight and sound independent from the adults at all times.
- (b) Access to the juvenile facility must be from the exterior of the facility. It cannot be commingled with the adult areas.
- (c) The juvenile portion of the facility must have its own hard perimeter. This may be adjacent to the adult facility; however, no entrances may proceed from the juvenile portion of the facility to the adult facility.
- (d) The juvenile facility must have its own medical exam room so juveniles do not have to enter the adult facility.
- (e) No cells are to be utilized for juveniles. The only authorized layout will be in dormitory style, with separate dorms for male and female juveniles.
- (f) Juvenile facility staff must be comprised of males and females. Additional on juvenile issues, etc., must be provided to these individuals. Their training should be similar to state requirements for those staff that work in juvenile secure and shelter type facilities.
- (g) The juvenile unit must have its own separate day room with multi-purpose tables for meals and recreation.
- (h) A separate time-out room must also be developed to ensure the safety of the juvenile migrants. This room must be a minimum of 100 square foot and must contain furniture that is permanently affixed to floor or wall. Traditional stainless steel type furniture is not acceptable for this room. The room must also contain bathroom fixtures that are concealed from view in a manner that provides some degree of privacy without compromising security. The room must be constructed in such a way that a staff person can constantly monitor the juvenile who has been placed there.
- (i) The juvenile unit must have interlocking entrance doors at the front entrance.
- (j) A separate small outdoor area should be provided (segregated by both sight and sound from the adults) which will include a minimum of 500 SF for a recreational area and basketball hoop.



- (k) The juvenile unit must also include a minimum of one contact and one non-contact visitation rooms.
4. The contractor shall provide one segregation room for each twenty-five (25) detainees. The contractor shall provide a minimum of forty (40) segregation rooms under this contract. Five (5) of the segregation rooms must be designated for female use only, must be separated by both sight and sound from the male segregation rooms, and must be located adjacent to or within the proximity of the female housing area[s]. The female segregation rooms also may not be located adjacent to or in the proximity of the male segregation rooms in accordance with INS Detention Standards. 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
  - (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.
5. 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," LATEST 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 re-circulated into the system. Each hold room shall have the capability for the viewing of Government supplied Detainee Rights video (TV/VCR/DVD). Access to these rooms shall not be through ICE or EOIR space.
- (c) Processing area with counter and space for ID/photo/fingerprint of detainees.
- (d) Medical screening room.
- (e) Shower facilities (one for every ten individuals in the intake area); 04 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 1,000 square 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) Telephone facilities; (minimum of four (4)) - one in each hold room. (Reference Subsection 13, paragraph F.).
- (i) 60 square feet interview/visitation room.
- (j) Five (5) 100 square foot rooms in the intake area for ICE use to process detainees.
6. Three (3) 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.
7. 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.
8. The contractor shall provide physical security measures to ensure personnel, detainees, and properties are adequately safeguarded. The facility design shall incorporate a security perimeter that prevents unauthorized ingress and egress from either within or outside the facility.
9. 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. Buses must be able to enter and exit the sally port without having to back up.
10. The facility has travel distance 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 areas 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 that is readily accessible to authorized persons only.
12. The facility shall contain 10,500 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 the Contracting Officer.
13. The contractor shall provide sufficient indoor recreational equipment to support an active and passive recreation program.
14. There shall be a separate indoor exercise area of an additional 1,000 square feet of unencumbered space with a ceiling height of 18 feet is required. This area should contain equipment appropriate for indoor exercise 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 "1996 Supplemental Standards")." Exceptions will be made for a facility that has current accreditation and was accredited under pre-existing ACA standards.
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 Eleven (11) 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 one multipurpose room, in addition to the dayroom, available for detainee activities such as religious services, educational programs or library. Floor area in an amount of 300 square feet (200 square feet for the first 100 aliens and one square foot for each additional alien of capacity) shall be provided.
20. There shall be a separate room shall be dedicated for detainees to obtain hair care services. The room 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 that 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 6)
- a. Four (4) general medical wards each capable of housing four (4) detainees, with a toilet and a 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\*

- c. A common bathing room that includes a handicap-accessible bath tub to be used by both medical isolation rooms.
  - d. 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.
25. Contractor shall provide, as a minimum, office space for the EOIR personnel in the amounts and to the specifications of that listed in Section J, Attachment #13

Hearing room to be complete with dais 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 room should be designed to provide optimum acoustics. (Attachment # 13). 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.

ICE shall provide as Government furnished property (GFP) 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 ICE personnel, separate rooms are not required for the Immigration Judge 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: 4 private offices of 150 square feet each.
- (c) Attorneys' clerical staff (4 employee): 60 square feet each located adjacent to attorneys' offices.
- (d) Supervisory Detention and Deportation Officer: 3 private offices of 250 square foot to be located in the administrative area.
- (e) Deportation Officer: 14 private offices of 120 square feet each to be located in the administrative area.
- (f) Deportation clerical (14- employees): 1400 square feet located in open space adjacent to Officers' offices to be located adjacent to (e) above.
- (g) Supervisory Detention Enforcement Officer: 4 private offices of 200 square feet to be located in the administrative area.

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\*Copies of the INS Health Care Program Policy Manual are available upon request and made part of this contract.

- (h) Detention Enforcement Officers (40 employees) 2,000 square feet to be located in the detention adjacent to receiving and discharging area. Cubicle type work areas are preferred. At a minimum, 10 cubicles will be required, each with 1 dedicated computer drop connection, and 2 additional electrical outlets. A minimum of four telephone lines will be required for this work area with three additional dedicated data lines for ICE identification systems.
  - (i) The Service area shall be separated in such a manner that only ICE personnel have access. The contractor shall not have access unless ICE personnel are present.
  - (j) The Contractor shall provide private male and female restrooms for ICE personnel. There should be at a minimum, two sets of restrooms; one in the Detention Enforcement Officer's area, and another in the immediate area of remaining ICE employee's offices. These restroom areas are in addition to the office square foot requirements contained elsewhere in this Performance Work Statement.
  - (k) The Contractor shall provide storage room for excess furniture/equipment 800 square feet to be located in the administrative area.
  - (l) The Contractor shall provide an armory for ICE to be located in the administrative area consisting of 100 sq. ft. See attachment 14 for specific requirements.
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. Contractor shall provide free parking spaces, for the exclusive use of the government, as follows:
- 74 ICE employees
  - 40 ICE government vehicles
  - 3 Buses
  - 12 Executive Office of Immigration Review (EOIR)
  - 10 ICE visitors
  - 60 Detainee visitors

Contractor is to mark parking spaces accordingly. Proposed marking of spaces are to be approved by COTR before marking. Parking areas must be provided with lighting to allow for adequate security during the night. **INS PARKING AREA MUST BE SECURE WITH LIMITED ACCESS CONTROL.** Area is to be surrounded by security fencing, and will include both vehicle and pedestrian gates. Access through vehicle gate may be by card reader or keypad. Handicapped parking must be provided in accordance with local zoning codes. The parking area for ICE employees must be near the building and located in a manner that allows easy access to the entrance of the building.

- 28. Contractor shall provide sufficient parking spaces for contractor employees and visitors either adjacent to or in close proximity to the facility.
- 29. Contractor shall provide a break-room large enough to accommodate government employees (approximately 75). Contractor will provide drinking fountains, a sink with hot/cold running water, counter space, shelf space, electrical hookup for a refrigerator, and chairs & tables for employees in the break-room. Drinking fountains shall be provided in the administrative area.
- 30. The facility shall meet handicapped access requirements.
- 31. There shall be a separate designated kitchen area for food preparation that fully meets all state and local sanitation requirements.

32. The contractor shall provide adequate space, allowing ICE 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. Closet 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.
33. The contractor shall provide two (2) temporary holding room "Type A", as defined by the INS, "HOLD ROOM DESIGN STANDARDS," LATEST EDITION, ATTACHMENT #1. The hold room shall be 200 square feet, located adjacent to the EOIR area. This room shall be utilized for the staging of detainees awaiting hearings. Sufficient space located outside the hold room is required for a security officer.
34. Securable room for ICE files and computers, minimum of 600 square feet to be located in or adjacent to the administrative area.
35. All government areas shall be equipped with sufficient conduit to wire computers and the federal telephone system.
36. All government areas to be equipped with adequate and accessible power outlets including dedicated outlets as needed for ICE equipment, e.g., copiers, fax machines, computers, etc.
37. Provide 400 square foot conference room and provide conduit and wiring for Government furnished and installed telephone system telephones in or adjacent to the administrative area.
38. The contractor shall provide ICE "employee only" male/female locker rooms with restrooms and showers. Male Locker room must be large enough for 55 full size (gym type w/pad locks) lockers, 4 shower, two toilets one urinal, and two sinks. Female locker room must large enough for 20 full size (gym type w/pad locks), 2 showers, three toilets, and two sinks. Both locker rooms shall have bench style seats. The Contractor shall provide lockers.
39. The contractor shall provide a 300 sq ft carpeted exercise room for government employees that will be located nearby with easy access to these locker rooms. There will be two each, four outlet 120 V electrical outlets on each wall. The Government will provide the equipment for this room.
40. 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).
41. The Contractor shall provide a complete building preventative and corrective action maintenance plan for the Contracting Officer or COTR review and approval.

## 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) that document the compliance with these codes to the Contracting Officer prior to issuance of the notice to proceed.
- B. The contractor shall provide written policy and procedure that 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. The Contractor shall provide a locally certified fire alarm and smoke detection system covering every area of the facility. All safety and emergency inspections shall conform to the applicable ACA standards. ICE 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 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).
- I. 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.



- J. The contractor shall ensure that all exits are distinctly marked, kept clear and in usable condition.
- K. 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.
- L. 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.
- M. 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.**

## 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. A licensed pest control specialist shall perform all inspections and controls. 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 to 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. The Contractor shall provide for training about and handling of liquid and solid waste disposal, hazardous waste, and pesticides in accordance with Federal, State and local regulations.
- 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 pillowcase, and 1 noncombustible mattress with cover and clean blankets to provide comfort under existing temperature conditions. 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 and shall be stored securely when not in use. The hair care area shall meet all applicable state and local sanitation requirements.

## SUBSECTION 8. HEALTH CARE SERVICES

- A. The U.S. Public Health Service (USPHS) will be responsible for providing all health care services provided under contract for detained aliens in the custody of the ICE. The USPHS shall provide medical coverage at the facility no less than twenty-four (24) hours per day, seven days per week. See Attachment 6 for space requirements.
- B. USPHS will provide prescribed and over-the-counter medicine, control and administer all medications.
- C. The Contractor shall provide for space, and equipment, and maintenance necessary to operate a medical unit staffed and operated by the USPHS. The Contractor shall provide the equipment listed in Attachment 6, and shall maintain the equipment for use by the health care provider.
- D. The contractor shall provide security with a minimum of a staff of one at all times. When patients are housed in the infirmary, security shall post 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, appointment 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 a day. Escort personnel will have to be assigned by the contractor accordingly.
- E. The Contractor shall provide a comprehensive plan and procedure to safeguard officer employees against exposure of blood borne pathogens as prescribed by OSHA. Contractor employees working in the area with detainees with communicable diseases must comply at all times with the requirements of 29 CFR 1910.134. The Contractor shall furnish all necessary equipment and employee testing to comply with these requirements.
- F. The Contractor shall immediately notify the COTR and USPHS if a detainee must be removed from the general population if a communicable or debilitating physical problem is suspected. The USPHS will provide all subsequent instruction for detainee treatment, disposition of records, administration of any medications of any kind, and similar matters relating to detainee medical treatment. The Contractor shall provide written policy and procedures that define medical emergency evacuation of detainee(s) from within the facility. Behavior problems (detainee who is not diagnosed as psychotic) and suicide observation will be the responsibility of the Contractor.
- G. The Contractor shall provide transportation, supervision, and security services for transporting detainees to the hospital and outside medical appointments as needed. This may require 24-hour per day coverage by the Contractor in the event that detainees are receiving off-premise medical hospitalization.
- H. The contractor shall provide the detainees written instructions for gaining access to health care services during intake processing. The Contractor shall ensure that these written instructions are explained to all detainees' in the detainees' native language, and orally in the detainees' native language 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.

- I. The USPHS shall provide for medical screening upon arrival at the facility performed by health care personnel or health trained personnel.
- J. Contractor written policy and defined procedure shall require that detainee's written complaints are solicited and delivered to the medical facility for appropriate follow-up.
- K. Contractor written policy and defined procedure shall require that health care complaints are responded to and that sick call (to be conducted by a USPHS personnel) is available to detainees daily. If a detainee's custody status precluded attendance at sick call, arrangements must be 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.
- L. The USPS 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. The Contractor is responsible for the installation of the first aid kits.
- M. ALL EMPLOYEES shall have current certification in emergency first aid procedures, including Cardiopulmonary Resuscitation (CPR). (References Subsection 3, paragraphs D and H (9)).
- N. 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 and;
  - (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 it is determined that an injury or illness was 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 ICE to correct the deficiencies or possible contract termination.

**\*Note** refer to section F – Deliveries and Performance - Submittal Date for guidance on the required delivery dates for all submittals. (Submittal 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 registered dietician or nutritionist shall sign the menu 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, 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. The COTR and Contracting Officer 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. Upon request, sack lunches shall be provided for detainees in transit.
- 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 that exceed twenty-four hours (24) from the time of preparation shall be considered 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. The COTR 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 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 expenditure 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**.

- T. The COTR may conduct, at ICE 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 Contractor's expense.
- U. COTR reserves the right to reject any food, product, or component failing to meet testing and analytical standards.



## 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 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 the Contracting Officer or the COTR 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 written policy, plans, and procedures for the supervision of detainees while in the custody of the contractor to the COTR.
- 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. Only COTR approved security officer(s) shall perform around-the-clock supervision and regulation of detainee movement.
- 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 logbook that 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 the Contracting Officer or COTR 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 the COTR. 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 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 ICE and EOIR areas shall have a separate key control system as prescribed by the ICE. Fire and emergency keys for the facility shall be made available in both the contractor's administrative area and the ICE 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 the COTR 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 the Contracting Officer or COTR 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. The COTR and Contracting Officer shall be notified **immediately** of any escape. The amount prescribed under the Performance Requirements Summary (PRS, Attachment 12) shall be deducted from the Contractor's invoice.
- (1) The contractor assumes absolute liability for the escape of any detainee in its custody.
  - (2) In addition, the Contracting Officer 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 H(d) 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 the Contracting Officer, 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 primary responsibility for the initial response to emergency situations. The COTR and Contracting Officer shall be notified immediately of any emergency as referenced in SUBSECTION 6, Paragraph E. The Contracting Officer reserves the right to take over temporary control of the operation of the facility at any time necessary to preserve the health, safety, and welfare of detainees and ICE employees. This action does not relieve the contractor of any responsibility or liability under this contract. The contractor shall obtain and provide to the Contracting Officer 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 Contracting Officer.
- 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 a bailiff (officer), when the Immigration Court is in session, to escort people into and out of the courtroom and to maintain security while the court is 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 room.

- 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 the COTR of any detainee 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.

## 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 approval of the COTR.
- (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 ICE and shall be paid to the contractor upon submission of an approved invoice, pursuant to SECTION G.
  - (2) ICE 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 or diminishment of service regardless of the availability of detainee volunteers.
  - (3) Creation of work opportunities is viewed primarily as a benefit to ICE 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 regardless of the dorm population unless as directed by the COTR.

## 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 ICE policy for disciplinary procedures at its Service Processing Centers. (See ATTACHMENT #3.)
- 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 telephone 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 Contracting Officer 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 that 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 Contracting Officer, 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 ICE policy.
- G. The contractor 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 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 the COTR. 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 #2

## 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 and INS policy as provided in ATTACHMENT # 5.
- 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. ICE shall provide the detainee pay phone system within the facility. The Contracting Officer may require the contractor to provide an interim detainee telephone system, however, may require its removal and replacement by a system of the Contracting Officer's preference. (Reference Subsection 5, paragraph 32.)
- 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.
- 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.



## 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 detainee wrist bracelets for identification
  - 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 that 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 the COTR. Failure of the contractor to comply fully with the detainee(s) release shall result in the contractor having deductions made for non-performance. These deductions include the man-day rate, guard PHR and transportation costs

**Page 53 B is entirely deleted.**

## SUBSECTION 15. REMOTE CUSTODY AND TRANSPORTATION SERVICES 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 ICE. The contractor shall be reimbursed for these services only when such services are directed by the COTR. 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. ICE 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 guard for each such remote post, unless at the direction of the COTR as additional guards 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 four (4), two-person teams of transportation officers on a daily basis as follows:
    - a) Two (2), eight hour shifts which provides 16-hour coverage.
    - b) There shall be not less than one (1) team per shift.
    - c) Teams in addition to (b) above, shall be assigned as necessary to meet transportation demands.
  3. The contractor shall furnish a sufficient amount of 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.
- 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, the INS escort policy shall be enforced. Questions concerning guard assignments shall be directed to the COTR for final determination. See attachment #10
- E. The Contractor shall, upon order of the PHS, or upon his own decision in an urgent medical situation, transport a detainee to a hospital location. A guard, or guards, 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 PHS. 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, the COTR shall be provided with current status of all vehicles and post assignment employees.

I. RESERVED

J. ON CALL POST

1. The contractor shall provide additional guards on demand by the COTR and shall include, but are not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE 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.
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.

The following notes are applicable to the above posts:

- a. All On-call post require at least one guard 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. COTR shall guarantee a minimum of two (2) hours for each on-call post directed.
- e. The contractor remains responsible for providing security and preventing escape.

K. SCHEDULED TRIPS

The contractor shall make two trips daily to ICE and CBP offices located in San Antonio, (both District office and Border Patrol), Del Rio, Eagle Pass and Laredo, TX. The tour of duty shall be 6:00am to 10:00pm. The trips shall be made at mutually agreed to times and the hours of duty may be mutually adjusted. There will be 1-50 passengers per site. Reimbursement shall be in accordance with the Schedule.

L. UNSCHEDULED TRIPS

Unscheduled transportation, as needed, may be needed at sites in Val Verde, Kinney, Uvalde, Medina, Maverick, Zavala, Frio, Atascosa, Dimmit, La Salle, Webb, McMullen, Duval or Zapata Counties. Reimbursement shall be in accordance with the rate in the Schedule. DHS will endeavor to provide a minimum of two (2) hour notification for each trip and will include the location and number of persons to be transported and the destination. The COTR will place the order. The contractor shall use the most economical means to meet this requirement.

**Page 53 E is entirely deleted.**

SUBSECTION 16. PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

All offerors are advised that as part of the solicitation process they must have prepared and submitted a Phase I Environmental Site Assessment (ESA)

- A. The standard for the Phase I ESA is outlined by the American Society for Testing and Materials (ATSM) Designation E 1527, "Standard Practice for Environmental Site Assessments, Phase I Environment Site Assessment Process."
- B. In conjunction with the Phase I ESA, the Government also requires each offeror to provide special environmental studies such as Environmental Justice, and threatened or Endangered Species Reviews.
- C. These required environmental studies are outlined in the U.S. Federal Bureau of Prisons document entitled, "Environmental Requirements for Privatized Contracts" dated February 22, 2000.
- D. These studies should be submitted by the offeror as separate stand-alone documents, not part of the technical proposal or price proposal submitted as part of any offer resulting from this solicitation. For more information on how these and other NEPA compliance documents will figure into any evaluation for award, reference Section L and M of this solicitation.
- E. For more information on the NEPA compliance process, reference the most recent edition of the Draft INS NEPA Desk Guide at the following Internet web address: <http://www.swf.usace.army.mil/ins/nepa.html>.

The policy and terms of this area are outlined in Chapter 10 under section 10.4.

**SECTION E. INSPECTION AND ACCEPTANCE****52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

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

**52.246-4 Inspection of Services - Fixed-Price (AUG 1996)****INSPECTION AND ACCEPTANCE:**

- a. Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed at destination by the COTR or his designated representative, in accordance with the Inspection Clause and 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 that upon inspection are found not to be in conformance with contractual specifications shall be promptly rejected. The Contracting Officer will provide the Contractor notice of such rejection, together with appropriate instructions.
- b. The Government will use its best efforts to inspect and accept/reject the supplies or services provided within seven (7) days. Failure of the Government to so inspect the supplies or services within the above stated time shall not be construed as acceptance of such supplies or services.
- c. 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 Bureau of Immigration and Customs Enforcement (ICE) Contracting Officer shall not issue a Notice to Proceed or any task order until the ICE Contracting Officer 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 the 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.
  - i) Staffing is complete and ready to perform required duties."
- d. All references to "INS", or "Immigration and Naturalization Service" are changed to read "Bureau of Customs and Immigration Enforcement" or "ICE". Changes will be made throughout the solicitation and contract. References to "INS Detention Standards" have not changed and won't change until the document(s) concerning the detention of aliens change names. Regulations, policies and procedures of Legacy INS and Department of Justice are still in force till such time as the Contracting Officer notifies the Contractor.
- e. The COTR and the Contracting Officer shall monitor Contractor performance using Attachment 12, Performance Requirements Summary (PRS). The PRS details what tasks are to be inspected by type of inspection and frequency of inspection. Percentage of Total Contract Price (% of TCP) could used as a reduction of price criteria if required.

**SECTION F. DELIVERIES OR PERFORMANCE**

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

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

**52.242-15 Stop Work Order AUG 1989**

**52.242-17 Government Delay of Work APR 1984**

**F-2 Place of Performance**

All services are to be performed within 15 miles of Interstate 35 in Webb, La Salle, Frio, Atascosa or Medina Counties, Texas.

In the space below the contractor shall enter the principal facility location and any other facilities where the work will be accomplished:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**F-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 COTR. ICE approval will be required on all submittals prior to them becoming effective. See attachment #11 for submittals.

**F-4 Period of Performance**

(a) The Government contemplates award on one Indefinite Delivery, Indefinite Quantity type contract for the required services describe herein. The Government has computed its "Estimated Quantities" for the performance periods as follows:

Base period: Performance shall commence after the Contracting Officer authorizes and expire 365 days after date of occupancy.

Option period 1: Commences on October 1 for a period of one (1) year at expiration of the Base Period.

Option period 2: Commences on October 1 for a period of one (1) year at expiration of Option Period 1.

Option period 3: Commences on October 1 for a period of one (1) year at expiration of Option Period 2.

Option period 4: Commences on October 1 for a period of one (1) year at expiration of Option Period 3.

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

**F-5 MONETARY ADJUSTMENTS FOR INADEQUATE PERFORMANCE**

Failures to perform any manning requirements or any other services which are currently or which may become required under this contract or failure to satisfactorily accomplish any contractual services, where those failures occur through the carelessness, neglect, or other fault of the Contractor or his employees, shall constitute contractual deficiencies which are subject to and for which reductions of payment will be made by the Government for each deficiency according to the schedule set forth below. Notwithstanding any monetary adjustments made for deficiencies, the Contractor's obligations for performance under this contract shall not be construed as having been waived in any way. Either the Contractor or his representative shall be advised in writing by the Government when monetary adjustments will be made by identifying the nature, place and times when deficiencies were found. The following schedule shall be applied in determining monetary adjustments of payments due to the Contractor if deficiencies in performance occur:

- a. The deficiencies itemized in the following schedules are separated into categories. In the first category of each schedule, deductions will be taken as listed. In the second category, deductions will be taken based upon percentages of the productive hourly rates as given in The Schedule, Supplies/Services and Prices/Costs of any resulting contract. Deductions will not be made from both category 1 and category 2 for the same deficiency.

In calculating deductions, deficiencies that occurred during only part of an hour shall be considered to have occurred for that entire hour. Deductions will be made in whole hourly amounts only and will not be prorated by portions of hours. Deduction will be made for each post or employee, as appropriate, that is found to be deficient. Deductions will apply to both normally scheduled and temporary additional services.

The total deductions taken for any contract employee, post, or position during any one-hour period shall not exceed the maximum unit rate of the category used. Other deficiencies resulting from noncompliance with contract requirements which are not itemized in these schedules cause deductions to be taken under category 2, item 3 and shall not exceed the limit stated.

SCHEDULE OF DEFICIENCIES: Security Detention Officers

- b. Category 1: Maximum Unit Rate Shall be the Man-Day Rate Proposed by the Contractor in the Schedule, Supplies/Services and Prices/Costs.

- 1. Failures to man posts, post abandonment, omissions of required contact relief, exceeding restriction on tours of duty by more than 4 hours, posts which are unprotected after removals made pursuant to determination of unfitness according to Section C, II REQUIREMENTS, CHAPTER 2- PERSONNEL, Paragraph B. Standards of Employee Conduct.
- 2. Posts manned by contract employees who have not been granted required security clearances or who have been disqualified for duty in writing for reasons of suitability, or who commit the offenses listed in Section C, II REQUIREMENTS, CHAPTER 2- PERSONNEL, Paragraph E. Removal from Duty.

- c. Category 2: Maximum Unit Rate: Man Day Rate (M/D.R.)

1. Posts manned by contract employees found to be:	<u>RATES</u>
*a. untrained	100% of M/D.R.
*b. unqualified according to prerequisites for education, experience, health in accordance with Section C, II. REQUIRMENTS, CHAPTER 2-PERSONNEL, paragraphs D/E/J	100% of M/D.R.

\*When these conditions are found the COTR will direct the Contractor to immediately provide a replacement contract employee.

2. Failure to perform a specific duty listed in this contract or in the Post Orders, each instance. 100% of M/D.R.
  3. Other deficiencies of the same scope and nature of those listed above. 100% of M/D.R.
  4. RESERVED
  5. RESERVED
- d. The Performance Requirements Summary provides for deductions for failure to properly inventory and safeguard all detainee valuables, verification of positive identification of detainees prior to release and ensure detainees are ready for release at prescribed times (See PRS, Attachment 12).

SCHEDULE OF DEFICIENCIES: Supervisory Personnel

- e. Category 1: Maximum Unit Rate Shall be the Man Day Rate Proposed by the Contractor in the Schedule, Supplies/Services and Prices/Costs.
1. Failures to man on-site positions, abandonment of positions, omissions of required contact relief, exceeding restriction on tours of duty by more than 4 hours, positions which are uncovered after removals made pursuant to determinations of unfitness according to Section C, II REQUIREMENTS, CHAPTER 2- PERSONNEL, B. Standards of Employee Conduct, supervisors who are sleeping or intoxicated.
  2. Supervisory personnel who have not been granted required security clearances or who have been disqualified for duty in writing for reasons of suitability, or who commit the offenses listed in Section C, II REQUIREMENTS, CHAPTER 2- PERSONNEL, Paragraph E. Removal from Duty, while on duty.
- f. Category 2:
1. Supervision provided by employees found to be: RATES
    - a. Untrained
    - b. Unqualified according to prerequisites for education, experience, health in accordance with Section C, Subsection II REQUIREMENTS, Chapter 1 (D&J), Chapter 3, and Chapter 5.
  2. Failure to provide supervision
  3. Other deficiencies of the same scope and nature of those listed above
  4. change in status of an individual applying for employment under this contract.
- g. The Performance Requirements Summary provides for deductions for failure to properly perform personnel management (See PRS, Attachment 12).

**F.6 TASK ORDERS WILL NOT BE ISSUED UNTIL SECURITY CLEARANCES HAVE BEEN COMPLETED FOR INDIVIDUALS TO WORK UNDER THIS CONTRACT.**



**F.7 EVALUATION OF PERFORMANCE FOR CONTRACTOR PERFORMANCE REPORTS**

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

For active contracts valued in excess of \$1 Million, Federal agencies are required to prepare contractor performance evaluations (report cards). Report cards are completed and forwarded to the contractor for review within thirty (30) calendar days from the time the work under the contract is completed for each contract year. Interim evaluations by the contracting officer may be completed as necessary. The contractor has thirty (30) days to reply with comments, rebutting statements, or additional information that will be made part of the official record. Performance evaluation reports will be available to Government contracting personnel for their use in making responsibility determinations and source selection purposes on future contract actions.

**SECTION G. CONTRACT ADMINISTRATION DATA****G.1 Contract Administration**

This contract will be administered by:

Vicki Gilbert  
Contract Administrator  
Bureau of Immigration and Customs Enforcement (ICE)  
7701 N. Stemmons Freeway  
Dallas, TX 75247

Telephone: 214 [REDACTED] b6  
FAX 214 905-5568

E-Mail: [REDACTED] b6

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

**G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE**

JAR 2852.201-70; Jan 85

- a. To be cited at time of award is hereby designated to act as Contracting Officer's Technical Representative (COTR) under this contract.
- b. The COTR is responsible 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 supplies or services furnished for payment prior to forwarding the original invoice to the payment office and conformed copy to the Contracting Officer.
- c. The COTR does not have the authority to alter the Contractor's obligations under the Contract, direct changes that fall within the purview of the General Provisions clause entitled "Changes", and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If, as a result of technical discussions, it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue changes in writing and signed.

**G.3 Invoice Requirements:**

- (a) Invoices shall be submitted in an original and two (2) copies. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:
  - (1) Name of the business concern.
  - (2) Invoice date.
  - (3) Contract number and delivery order number.
  - (4) Description, price, and quantity of services actually rendered.
  - (5) Payment terms.
  - (6) Name where practicable, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
  - (7) Other substantiating documentation or information as required by the contract.
- (b) All invoices shall be submitted to the addresses stipulated on the individual delivery orders issued in accordance with the "Ordering" clause 52.216-18 in Section I.

**G.4 Method of Payment**

Payments will be made in accordance with Clause 52.232-28, Electronic Funds Transfer Payment Method in Section I, or by U.S. Treasury check issued within 30 days after receipt of a proper and acceptable invoice.

**G.5 Modifications, Change Orders, Deviations**

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

**G.6 Authority to Issue Delivery Orders**

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

**G.7 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 of 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.

**G.8 Final Payment**

**ASSIGNMENT:** In accordance with FAR 52.232-7, the contractor shall execute and deliver, at the time of and as a condition precedent to final payment, a release discharging the Government, its officers, agents and employees of and from all liabilities, obligations, and claims arising out or under this contract.

**REFUNDS:** The Contractor agrees that any refunds, rebates, or credits (including any interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government.

**SECTION H. SPECIAL CONTRACT REQUIREMENTS****1. Contract Type**

This is a firm fixed price, IDIQ contract. CLIN 0003 (and subsequent years) is a requirements type.

**2. Employment of Illegal Aliens**

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

**3. Modification Authority**

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

**4. Incorporation of Section K by Reference**

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

**5. Subcontracting Plan**

A subcontracting plan is required in accordance with the provisions of FAR clause 52.219-9 and becomes a part of this contract.

**6. Pricing of Modifications**

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

**7. RESERVED****8. Options**

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

- B. If the Government exercises this option for renewal, the contract as renewed shall be deemed to include this option provision. However, the total duration of this Contract, including the exercise of any options under this clause, shall not exceed 60 months.
- C. During any such period of renewal, the Government may place orders for supplies/services up to the quantity specified herein as the maximum and orders for option quantities if such extent of option quantities are provided in this contract.

**8. Contractor's Insurance Requirements**

The Contractor shall maintain insurance in an amount not less than \$3,000,000 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 automobile liability insurance policy providing for bodily injury and property damage covering automobile operated in the performance of this contract is required as follows. Policies covering automobiles operating in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$200,000 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.

**9. Hold Harmless and Indemnification Agreement**

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

**10. 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 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 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 exhaustion of instruments of assignment in favor of the Government in obtaining recovery.

**11. Accident report procedures**

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

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

The Contracting officer may request the Contractor to remove any of his/her agents or employees whose conduct, in the opinion of the Contracting Officer, interferes with proper discipline in the area where

services are performed. The Contractor shall comply with all such requests. Failure to do so may be cause for action under the clause in Section I entitled "Default".

**12. Permits and code compliance**

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

**13. American Correctional Association**

- a. Standards: The Contractor shall perform all work and services under this contract in strict compliance with the American Correctional Standards for adult local detention facilities and the standards for detention as established by the Service.
- b. Accreditation: 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 will furnish written proof of such application to the Service within five (5) days of the application. The Contractor shall take all necessary action required to obtain the required accreditation and provide proof of such successful completed action to the Contracting Officer.

**14. 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.

## SECTION I. CONTRACT CLAUSES

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

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

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2003
52.204-4	Printing/Copying Double Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed For Debarment	JUL 1995
52.215-2	Audit and Records—Negotiation	JUN 1999
52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Revision or Adjustment of Plans for Post retirement Benefits Other (PRB) Than Pension	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements For Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications	OCT 1997
52.216-21	Requirements (Applies only to CLIN X003)	OCT 1995
52.216-21	Requirements Alternate I (Applies only to CLIN X003)	APR 1984

52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages – Subcontracting Plan	JAN 1999
52.221-1	Notice to the Government of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	SEP 2000
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	DEC 2001
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	DEC 2001
52.222-41	Service Contract Act of 1965, as Amended	MAY 1989
52.222-43	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)	MAY 1989
52.223-5	Pollution Prevention and Right to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	OCT 2003
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	APR 2003
52.229-5	[RESERVED]	
52.230-2	Cost Accounting Standards	APR 1998



52.230-3	Disclosure and Consistency of Cost Accounting Standards	APR 1998
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-34	Payment by Electronic Funds Transfer – Other Than Central Contractor Registration	MAY 1999
52.233-1	Disputes --Alternate I (DEC 1991)	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity of Services	JAN 1991
52.237-7	Indemnification and Medical Liability Insurance	JAN 1997
NOTE: The Contractor shall maintain during the term of the contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per occurrence: <u>\$500,000.00</u>		
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes – Fixed-Price Alternate I (APR 1984)	AUG 1987
52.244-5	Competition in Subcontracting	DEC 1996
52.246-25	Limitation of Liability – Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination for Convenience of the Government (Fixed-Price)	SEP 1996
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
52.204-1	Approval of Contract has been removed	
52.216-18	Ordering (OCT 1995)	

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such order may be issued from the date of award through the expiration of each performance term.

- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

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

- (a) Minimum order. The Government shall only be restricted to a minimum order limitation of the guaranteed minimum on this contract for residential care.
- (b) Maximum order. The Contractor is not obligated to honor –  
  
Any order to detain in excess of the number of detainees per day that 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 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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

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

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision of performance hereunder shall not

exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the expiration of the current performance period.

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days either prior to or after the expiration date of the existing contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (b) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

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

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

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

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

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

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

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

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

52.232-35

**DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)**

- (a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.
- (b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).
- (c) Department of Homeland Security  
Dallas Finance Center  
Mailing Address:  
P.O. Box 560947  
Dallas, TX 75356-0947  
  
Telephone Number: 214 915-6009  
214 915-6291 Fax

52.244-6

**Subcontracts for Commercial Items and Commercial Components (APR 2003)**

- (a) *Definitions.*

"Commercial item", as used in this clause, as defined in the clause at 52.202-1, Definition.

"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 non-developmental items as components of items to be supplied under this contract.
- (c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
  - i. 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52-219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - ii. 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
  - iii. 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (DEC 2001) (38 U.S.C 4212(a)).
  - iv. 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29U.S.C.793).

- v. 52.247-64, Preference for Privately Owned U.S. Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause including this paragraph (d), in subcontracts awarded under this contract.

**DEPARTMENT OF HOMELAND SECURITY**

**ACQUISITION REGULATIONS (HSAR)**

**3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (Dec. 2003)**

(a) Prohibitions.

Section 835 of Public Law 107-296, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity after November 25, 2002, which is treated as an inverted domestic corporation as defined in this clause. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of homeland security, or to prevent the loss of any jobs in the United States or prevent the Government from incurring any additional costs that otherwise would not occur.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears. Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, Public Law 107-296, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986. Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)--

- (1) The entity completes after November 25, 2002, the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held--
  - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
  - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

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

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

- (1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
  - (i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
  - (ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, Public Law 107-296.
- (2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is after the date of enactment of this Act and which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
- (3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.
- (d) Special rule for related partnerships. For purposes of applying section 835(b) of Public Law 107-296 to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.
- (e) Treatment of Certain Rights.
  - (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:
    - (i) Warrants;
    - (ii) Options;
    - (iii) Contracts to acquire stock;
    - (iv) Convertible debt instruments;
    - (v) Others similar interests.
  - (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.
- (f) Disclosure. By signing and submitting its offer, an offeror under this solicitation represents that it not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of Section 835 of the Homeland Security Act, Public Law 107-296 of November 25, 2002.
- (g) If a waiver has been granted, a copy of the approved waiver shall be attached to the bid or proposal.

(End of provision)

**3052.211-70 INDEX FOR SPECIFICATIONS**

**(Dec 2003)**

If an index or table of contents is furnished in connection with specifications, it is understood that such index or table of contents is for convenience only. Its accuracy and completeness is not guaranteed, and it is not to be considered as part of the specifications. In case of discrepancy between the index or table of contents and the specifications, the specifications shall govern.

(End of clause)

**3052.215-70 KEY PERSONNEL OR FACILITIES**

**(Dec 2003)**

- (a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.
- (b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

(specify key personnel or facilities)

(End of clause)

**3052.219-70 THE SMALL BUSINESS SUBCONTRACTING PROGRAM REPORTING (Dec. 2003)**

- (a) The Contractor shall submit the Summary Subcontract Report (Standard Form 295 (SF-295)) to the Department of Homeland Security, Office of Small and Disadvantaged Business Utilization, Washington, DC, 20528.
- (b) The Contractor shall include this clause in all subcontracts that include the clause at (FAR) 48 CFR 52.219-9.

(End of Clause)

**3052.219-71 DHS MENTOR-PROTÉGÉ PROGRAM**

**(Dec. 2003)**

- (a) Large businesses are encouraged to participate in the DHS Mentor-Protégé program for the purpose of providing developmental assistance to eligible small business protégé entities to enhance their capabilities and increase their participation in DHS contracts.
- (b) The program consists of:
  - (1) Mentor firms, which are large prime contractors capable of providing developmental assistance;
  - (2) Protégé firms, which are small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small business concerns; and



- (3) Mentor-Protégé agreements, approved by the DHS OSDBU.
- (c) Mentor participation in the program means providing business developmental assistance to aid Protégés in developing the requisite expertise to effectively compete for and successfully perform DHS contracts and subcontracts.
- (d) Large business prime contractors, serving as mentors in the DHS mentor- protégé program, are eligible for a post-award incentive for subcontracting plan credit by recognizing costs incurred by a mentor firm in providing assistance to a protégé firm and using this credit for purposes of determining whether the mentor firm attains a subcontracting plan participation goal applicable to the mentor firm under a DHS contract. The amount of credit given to a mentor firm for these protégé developmental assistance costs shall be calculated on a dollar for dollar basis and reported via the SF-295; for example, the mentor/large business prime contractor reports a \$10,000 subcontract to the protégé/small business subcontractor and \$5,000 of developmental assistance to the protégé/small business subcontractor as \$15,000 (\$10,000 traditional subcontract plus \$5,000 in developmental assistance for a total of \$15,000).
- (e) Contractors interested in participating in the program are encouraged to contact the DHS OSDBU for more information.

(End of clause)

**3052.222-70 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (Dec 2003)**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

(End of clause)

**3052.242-71 Dissemination of Contract Information (Dec. 2003)**

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

(End of clause)

**3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (Dec. 2003)**

- (a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a

technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

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

(End of clause)

**NOTE:** Homeland Security Acquisition Regulations may be found in the United States Code of Federal Regulations at 48 CFR chapter 30.

**SECTION J**  
**LIST OF ATTACHMENTS**

- Attachment #1 INS "Hold Room Design Standards", Abridged Edition, 26 pages
- Attachment #2 Detained Alien Recreation Policy, 9 pages
- Attachment #3 Disciplinary Procedures at Service Processing Centers, 7 pages
- Attachment #4 Reading Area "Law Library", 1 page
- Attachment #5 Procedures for Handling Alien Funds and Valuables, 6 pages
- Attachment #6 U.S. Public Health Care Service Space Requirement, 1 page
- Attachment #7 Department of Labor Wage Determination 94-2521 (Rev 26) dated 06/19/2003
- Attachment #8 Department of Labor Wage Determination 94-2519 (Rev 19) dated 9/30/2003
- Attachment #9 Detainee Phone System Requirements
- Attachment #10 Escort Standards
- Attachment #11 Submittals
- Attachment #12 Performance Requirements Summary
- Attachment #13 Executive Office for Immigration Review (EOIR) Space Planning
- Attachment #14 Strong-room Standards for Ports-of-Entry

**Reference to Sections K through M has been removed from this section.**

**SECTION K  
REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS OF OFFERORS**

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full texts of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provisions may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>.

**52.203-11 Certification and Disclosure Regarding Payments APR 1991  
to Influence Certain Federal Transactions**

**52.203-2 Certificate of Independent Price Determination. (APR 1985)**

(a) The offeror certifies that-

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for any purpose or restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principles in certifying that those principles have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above

**James F. Slattery**

**President & CEO**

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principles named in subdivision (b)

(2) (i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.

(c) If this offeror deletes or modifies subparagraph (a) (2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporation that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

- TIN: **1927-5079-2**
- TIN has been applied for.
- TIN is not required because:
  - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the United States;
  - Offeror is an agency or instrumentality of a foreign government;
  - Offeror is an agency or instrumentality of a Federal, state or local government;
  - Other. State basis. \_\_\_\_\_

(d) Corporate Status.

- Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- Other corporate entity;
- Not a corporate entity;
- Sole proprietorship
- Partnership

Hospital or extended care facility described in 26 CFR 501 (c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**52.204-5 WOMEN-OWNED BUSINESS. (MAY 1999)**

- (a) Definition. Women-owned business concern, as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation. [Complete only if the offeror is a woman-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it  is a women-owned business concern.

**52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS. (DEC 2001)**

(a) The Offer certifies:

(1) to the best of its knowledge and belief, that:

(i) The Offeror and/or any of its Principals:

- (A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have  have not , within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has  has not , within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners;

and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification of paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation,  intends,  does not intend [check applicable block] to use more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intent" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City State, County, Zip Code)

Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror.

**A 35 acre tract referred to as Frio Business Park**

**In the Extraterritorial Area of Jurisdiction of Pearsall, Frio County Texas**

**52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (APR 2002)**

- (a) (1) The standard industrial classification (SIC) code for this acquisition is **8744**.
- (2) The small business size standard is **\$20 million**.
- (3) The small business size standard for a concern which submits an offer in its own name,

other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents as part of its offer that it [ ] is, [X] is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in block (b) (1) of this provision.] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if offeror represented itself as a small business concern in paragraph (b) (1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Woman-owned small business concern," as used in this provision, means a small business concern -

- (1) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (OCT 1999)**

The offeror represents that --



Detainees shall be afforded the opportunity to waive a voluntary transfer. The case officer shall provide this opportunity in writing to the detainee. The detainee will accept or waive the transfer in writing and the decision shall be placed in the detainee's "A" File. When a detainee is represented by legal counsel or a legal representative and a G-28 or EOIR-28 has been filed, the representative of record shall be notified in writing of the intent to transfer the detainee. The legal representative shall also be notified of the detainee's option to waive a voluntary transfer when offered by the INS.

When a detainee has retained legal representation, the affected INS District shall consult with District Counsel to determine how to minimize potential interference with the detainee's access to legal representation. If the detainee chooses not to waive a transfer, the detainee will be transferred to the nearest suitable detention facility available and returned as needed for administrative hearings before the IJ if venue has not been changed. In cases where the detainee must be returned for administrative hearings, the transfer will be conducted in a way that provides for sufficient time for the detainee to meet with his legal representative before the hearing.

The District where case venue was originally established shall be responsible for costs incurred to return the detainee to that venue for continuation of proceedings.

This policy does not in any way limit the rights of the INS to transfer a detainee involuntarily when, in the judgment of the INS, it is in the best interest of the government or the detainee.

No Region or District shall enter into any agreement, renewal or renegotiation with any non-service detention facility, or local jail (whether or not an IGSA exists), which does not provide for recreation of INS detainees, other than to provide for temporary short term or emergency detention.

**DETENTION STANDARD APPROVAL:**

APPROVED:

*Rais Meindate*  
(Commissioner)

MAY - 9 1996

DISAPPROVED:

\_\_\_\_\_  
(Commissioner)

DATE: \_\_\_\_\_

**ATTACHMENT #3 DISCIPLINARY PROCEDURES AT SERVICE PROCESSING CENTERS**

**I. RULES OF CONDUCT**

THE RULES OF CONDUCT, CONTAINING A LIST OF OFFENSES AND POSSIBLE SANCTIONS, SHALL BE MADE AVAILABLE AND EXPLAINED, TO ALL DETAINEES UPON THEIR ENTRY INTO THE FACILITY. THE RULES OF CONDUCT SHALL BE PROMINENTLY POSTED THROUGHOUT THE FACILITY.

**II. PROCEDURES FOLLOWING A MINOR OFFENSE**

A. A MINOR OFFENSE IS ONE IN WHICH THE EXTENT OF PUNISHMENT TO BE IMPOSED IS RESTRICTED TO:

1. VERBAL REPRIMAND
2. LOSS OF ONE OR MORE PRIVILEGES, SUCH AS RECREATION, TELEVISION, OR JOB ASSIGNMENT.

B. UPON THE REASONABLE BELIEF OF A FACILITY STAFF MEMBER THAT SUCH AN OFFENSE HAS BEEN COMMITTED HE/SHE SHALL FILE A WRITTEN DISCIPLINARY REPORT OF THE INCIDENT WITH THE SHIFT SUPERVISOR. SUCH REPORT SHALL INCLUDE:

1. THE SPECIFIC RULE VIOLATED;
2. THE FACTS SURROUNDING THE INCIDENT;
3. THE NAMES OF WITNESSES TO THE INCIDENT, IF ANY;
4. THE DISPOSITION OF ANY EVIDENCE INVOLVED;
5. ANY IMMEDIATE ACTION TAKEN;
6. THE DATE AND TIME OF THE OFFENSE; AND
7. THE SIGNATURE OF THE REPORTING OFFICER.

C. UPON REPORTING OF THE ALLEGED OFFENSE, THE FOLLOWING STEPS WILL BE UNDERTAKEN:

1. THE DETAINEE WILL BE PRESENTED TO THE SHIFT SUPERVISOR, AFTER ABOVE REPORT HAS BEEN FILED WITH THAT SUPERVISOR.
2. THE SUPERVISOR WILL ATTEMPT TO ASCERTAIN, THROUGH A DISCUSSION OF THE ALLEGED OFFENSE WITH THE DETAINEE, WHETHER HE ADMITS OR DENIES COMMISSION OF THE OFFENSE. IF HE FINDS CLEARLY THAT THE DETAINEE ADMITS COMMISSION OF THE OFFENSE, COUNSELING HIM MAY BE SUFFICIENT TO CAUSE HIM TO AMEND HIS DEPARTMENT.

3. A SIMPLE REPRIMAND OR WITHHOLDING OF ONE OR MORE PRIVILEGES FOR A SET PERIOD OF TIME MAY BE DETERMINED BY THE SHIFT SUPERVISOR TO BE APPROPRIATE.
4. IF THE SUPERVISOR CANNOT DETERMINE RESPONSIBILITY FOR, AND/OR CORRECT THE OFFENDING BEHAVIOR BY ONE OF THE ABOVE ACTIONS, DUE TO ITS REPETITION, OR THE DANGER TO DISCIPLINE OR GOOD ORDER OF THE FACILITY, HE MAY ELEVATE THE ISSUE TO THE PROCEDURE USED FOR A MAJOR OFFENSE. IN THAT CASE, THE ISSUE WILL BE HANDLED AS OUTLINED IN THE PROCEDURE OF MAJOR OFFENSES.
5. IF THE SUPERVISOR DETERMINES THAT WITHHOLDING OF PRIVILEGES FOR A DETERMINANT PERIOD IS THE APPROPRIATE METHOD OF ACHIEVING COMPLIANCE WITH THE RULES OF CONDUCT, THE FACILITY ADMINISTRATOR WILL REVIEW THAT DETERMINATION AND APPROVE OR DISAPPROVE THE WITHHOLDING OF PRIVILEGES. THIS SHOULD BE ACCOMPLISHED AS SOON AS IS PRACTICABLE, BUT NO LATER THAN DURING THE NEXT REGULAR BUSINESS DAY.

III. PROCEDURES FOLLOWING A MAJOR OFFENSE

- A. A MAJOR OFFENSE IS A RULES VIOLATION IN WHICH A STRICTER SANCTION MAY BE IMPOSED THAN THAT PERMITTED FOLLOWING A MINOR OFFENSE.
- B. UPON THE REASONABLE BELIEF OF A FACILITY STAFF MEMBER THAT SUCH AN OFFENSE HAS BEEN COMMITTED, HE/SHE SHALL FILE A WRITTEN DISCIPLINARY REPORT OF THE INCIDENT WITH THE SHIFT SUPERVISOR. SUCH REPORT SHALL INCLUDE:
  1. THE SPECIFIC RULE VIOLATED;
  2. THE FACTS SURROUNDING THE INCIDENT;
  3. THE NAMES OF WITNESSES TO THE INCIDENT;
  4. THE DISPOSITION OF ANY EVIDENCE INVOLVED;
  5. ANY IMMEDIATE ACTION TAKEN;
  6. THE DATE AND TIME OF THE OFFENSE; AND
  7. THE SIGNATURE OF THE REPORTING OFFICER.
- C. UPON THE REPORTING OF THE ALLEGED MAJOR OFFENSE, THE FOLLOWING STEPS WILL BE UNDERTAKEN.

1. NOTICE

- A) A NOTICE OF THE CHARGES SHALL BE GIVEN TO, AND SIGNED AS RECEIVED BY THE DETAINEE, GIVING HIM AT LEAST 24 HOURS TO PREPARE FOR A HEARING ON THE MATTER UNLESS SUCH PERIOD IS WAIVED BY THE DETAINEE. THE NOTICE SHALL SET THE TIME OF THE HEARING AND ADVISE THE DETAINEE OF HIS RIGHT TO DEFEND HIMSELF AGAINST THE CHARGES.
- B) THE HEARING NORMALLY SHALL BE HELD ON THE FIRST BUSINESS DAY AFTER THE EXPIRATION OF THE 24 HOURS NOTICE TO THE DETAINEE, UNLESS THE NOTICE IS WAIVED AND AN IMMEDIATE HEARING IS REQUESTED. SHOULD IT BE NECESSARY TO DELAY THE HEARING BEYOND THIS TIME, THE REASONS FOR THE DELAY SHALL BE DOCUMENTED. NECESSARY DELAY SHALL BE DEFINED AS, BUT NOT LIMITED TO CONTINUING INVESTIGATION OF FACTS, OR UNAVAILABILITY OF AN ESSENTIAL WITNESS, AND SUCH DELAY SHALL BE APPROVED BY THE FACILITY ADMINISTRATOR ONLY WITH THE CONCURRENCE OF THE COTR. EXCEPT IN AN EMERGENCY, THE COMMENCEMENT OF THE HEARING SHALL NOT BE DELAYED FOR MORE THAN 24 HOURS IF THE DETAINEE IS BEING HELD IN SEGREGATION.
- C) THE DETAINEE SHALL BE ADVISED OF HIS RIGHTS TO WAIVE THE HEARING AND ADMIT COMMISSION OF THE OFFENSE.

2. PRE-HEARING DETENTION

- A) UNTIL THE HEARING, THE DETAINEE MAY REMAIN IN HIS EXISTING STATUS, UNLESS HIS BEHAVIOR CONSTITUTES A THREAT TO OTHER DETAINEES, STAFF MEMBERS, OR HIMSELF AND THEREBY REQUIRES PRE-HEARING DETENTION.
- B) IF PRE-HEARING DETENTION IS ORDERED BY THE SHIFT SUPERVISOR, SUCH ORDER MUST BE REVIEWED BY THE FACILITY ADMINISTRATOR OR HIS DESIGNEE, WITHIN 24 HOURS.
- C) ANY TIME SPENT IN PRE-HEARING DETENTION SHALL BE CREDITED AGAINST ANY SUBSEQUENT SENTENCE IMPOSED.

3. HEARING

- A) ALL HEARINGS FOR MAJOR OFFENSES SHALL BE BEFORE AN IMPARTIAL DISCIPLINARY PANEL COMPOSED OF TWO MEMBERS OF THE CONTRACTOR'S STAFF, ONE OF WHOM SHALL BE A SUPERVISORY OFFICER. A PANEL MEMBER SHALL BE DISQUALIFIED IN EVERY CASE IN WHICH:
  - (i) HE HAS FILED THE COMPLIANT OR WITNESSED THE INCIDENT.

- (ii) HE HAS PARTICIPATED AS AN INVESTIGATION OFFICER.
  - (iii) HE IS THE PERSON CHARGED WITH THE SUBSEQUENT REVIEW OF THE DECISION.
  - (iv) HE HAS ANY PERSONAL INTEREST IN THE OUTCOME.
- B) AT THE HEARING, THE DETAINEE SHALL BE ENTITLED TO THE FOLLOWING:
- (i) AN OPPORTUNITY TO BE PRESENT DURING ALL PHASES OF THE HEARING; EXCEPT DURING THE PANEL'S DELIBERATION. HE MAY BE EXCLUDED FROM THE PROCEEDINGS ONLY FOR REASONS OF SECURITY, AND SUCH REASONS MUST BE STATED IN WRITING.
  - (ii) COUNSEL SUBSTITUTE WHICH INCLUDES REPRESENTATION BY ANOTHER DETAINEE, IN CASES OF ILLITERATES OR OTHERS NOT CAPABLE OF UNDERSTANDING THE CHARGES OR OTHERWISE DEFENDING THEMSELVES.
  - (iii) PROVISION OF AN INTERPRETER, IF THE HEARING IS CONDUCTED IN A LANGUAGE THE ALIEN DOES NOT UNDERSTAND.
  - (iv) AN OPPORTUNITY TO MAKE A STATEMENT AND PRESENT RELEVANT DOCUMENTARY EVIDENCE.
  - (v) A REASONABLE OPPORTUNITY TO CALL WITNESSES ON HIS BEHALF; UNLESS THE PANEL DETERMINES THAT DOING SO WOULD BE IRRELEVANT, REDUNDANT, OR UNDULY HAZARDOUS TO INSTITUTIONAL SAFETY; IN WHICH CASES THE REASONS FOR A DENIAL MUST BE STATED IN WRITING.
  - (vi) AN OPPORTUNITY TO CONFRONT HIS ACCUSER AND ALL ADVERSE WITNESSES; UNLESS THE PANEL DETERMINES THAT DOING SO WOULD BE UNDULY HAZARDOUS TO INSTITUTIONAL SAFETY OR WOULD ENDANGER THE PHYSICAL SAFETY OF A WITNESS; IN WHICH CASE THE REASONS FOR A DENIAL MUST BE STATED IN WRITING.
- C) AT ANY TIME DURING THE HEARING. THE PANEL, ON ITS OWN MOTION MAY ORDER A FURTHER INVESTIGATION INTO THE INCIDENT, AND MAY CONTINUE THE HEARING TO A FUTURE TIME, NOT TO EXCEED ONE WEEK.

4. RECORD OF FINDINGS

- A) AT THE CONCLUSION OF THE HEARING, THE DISCIPLINARY PANEL SHALL PREPARE A WRITTEN RECORD. THIS RECORD SHALL CONTAIN:

- (i) THE PANEL'S DETERMINATION AS TO WHETHER THE DETAINEE COMMITTED THE OFFENSE.
- (ii) THE PENALTY RECOMMENDED, IF THE DETAINEE IS FOUND RESPONSIBLE.
- (iii) A SUMMARY OF THE EVIDENCE UPON WHICH THE DETERMINATION AND RECOMMENDATION WERE BASED.
- (iv) THE DATE AND TIME OF HEARING.
- (v) THE SIGNATURE OF ALL PANEL MEMBERS.

5. REVIEW AND ORDER

- A) THE FACILITY ADMINISTRATOR SHALL REVIEW THE DETERMINATION AND RECOMMENDATION OF THE PANEL AND:
  - (i) UPHOLD THEIR FINDINGS AND ORDER THE RECOMMENDED PUNISHMENT, OR
  - (ii) OVERTURN AND ADVERSE DECISION OF THE PANEL AND TERMINATE THE PROCEEDINGS, OR
  - (iii) UPHOLD THEIR FINDINGS, BUT ORDER LESSER PUNISHMENT, OR NO PUNISHMENT.
  - (iv) PROVIDE TO THE DETAINEE A COPY OF THE PANEL'S DETERMINATION AND RECOMMENDATION AND OF HIS/HER FINAL DECISION.

6. DURATION OF PUNISHMENT

THE PUNISHMENT SET BY THE FACILITY ADMINISTRATOR, OR RECOMMENDED BY THE PANEL, MAY RANGE FROM WITHHOLDING OF PRIVILEGE(S) TO SEGREGATION. GENERALLY, SEGREGATION SHALL NOT EXCEED THREE DAYS (72 HOURS) AFTER THE HEARING. IN EXCEPTIONAL SITUATIONS, WHEREIN A LONGER PERIOD OF TIME IS NECESSARY FOR THE EFFECTIVE EXERCISE OF DISCIPLINE IN THE FACILITY, A LONGER PERIOD OF TIME MAY BE AUTHORIZED. IN THIS CASE, SUCH LONGER PERIOD MAY BE APPROVED AT THE NEXT HIGHER LEVEL, USUALLY BY THE ASSISTANT DISTRICT DIRECTOR FOR DETENTION AND DEPORTATION. WITHHOLDING OF PRIVILEGES WILL GENERALLY BE FOR NO LONGER THAN ONE WEEK. EXCEPTIONS BEYOND THAT TIME MUST BE JUSTIFIED IN WRITING BY THE FACILITY ADMINISTRATOR. ALL PUNITIVE MEASURES MUST BE FORMALLY REPORTED TO THE COTR FOR HIS/HER CONCURRENCE.

7. EXPUNGEMENT FROM THE DETAINEE'S RECORDS

SHOULD THE FACILITY ADMINISTRATOR OVERTURN THE PANEL'S RECOMMENDATION, OR THE PANEL FIND NO GUILT, NO REFERENCE TO THE INCIDENT WILL BE RETAINED IN THE DETAINEE'S FILE. A RECORD OF THE PROCEEDINGS AND FINDINGS WILL, HOWEVER, REMAIN ON FILE AT THE FACILITY, REGARDLESS OF THE OUTCOME.

8. VISITATION BY NURSE OR DOCTOR DURING SEGREGATION

EVERY DETAINEE PLACED IN SEGREGATION SHALL BE VISITED AT LEAST ONCE DURING EACH EIGHT HOUR SHIFT, BY A NURSE OR DOCTOR, AND A RECORD SHALL BE KEPT OF ALL SUCH VISITS. IN THE ABSENCE OF SUCH MEDICAL PERSONNEL FOR ANY PARTICULAR SHIFT, THIS VISIT WILL BE MADE BY THE RANKING SUPERVISORY DETENTION OFFICER.

IV. ADMINISTRATIVE SEGREGATION

A. CERTAIN DETAINEES, OTHER THAN THOSE WHO REQUIRE DISCIPLINARY ACTION, MAY BE PLACED IN ADMINISTRATIVE SEGREGATION. THESE DETAINEES INCLUDE THOSE INDIVIDUALS, WHO FOR THEIR OWN SAFETY, OR FOR THE SECURITY AND GOOD ORDER OF THE FACILITY, MUST BE SEGREGATED. THIS IS IN NO WAY MEANT TO BE PUNISHMENT, IT IS ADMINISTRATIVE SEGREGATION ONLY. THE DETAINEE SO SEGREGATED, UPON HIS REQUEST, SHALL RECEIVE THE SAME HEARING PROCESS BY AN IMPARTIAL PANEL, AND REVIEW BY THE FACILITY ADMINISTRATOR, AS THE DETAINEE SEGREGATED FOR DISCIPLINARY REASONS. SOME EXAMPLES OF DETAINEES WHO MAY BE ADMINISTRATIVELY SEGREGATED INCLUDED, BUT ARE NOT LIMITED TO:

1. AN INDIVIDUAL WHOSE SECURITY RISK HAS NOT YET BEEN ESTABLISHED UPON HIS OR HER ARRIVAL AT THE FACILITY, BUT FOR WHOM THERE ARE ARTICULABLE REASONS TO CONCLUDE THAT HE/SHE IS A RISK TO HIMSELF OR THE SECURITY OF THE FACILITY.
2. AN INDIVIDUAL WHO REQUESTS THAT HE OR SHE BE PLACED IN ADMINISTRATIVE SEGREGATION.
3. INDIVIDUALS WHO NEED TO BE SEPARATED FROM THE MAIN GROUP OF DETAINEES EITHER TO PROTECT THEMSELVES OR OTHER PARTICIPANTS IN A DISAGREEMENT, OR BOTH.
4. INDIVIDUALS WHOSE BEHAVIOR IS SO DISRUPTIVE AS TO REQUIRE SEGREGATION FROM THE GENERAL POPULATION, TO MAINTAIN ORDER IN THE FACILITY. THESE INDIVIDUALS SHOULD HAVE THEIR CASES PRESENTED TO A DISCIPLINARY PANEL FOR FORMAL DISCIPLINARY ACTION AS SOON AS POSSIBLE AFTER THEY HAVE BEEN PLACED IN ADMINISTRATIVE SEGREGATION. THIS IS GENERALLY REFERRED TO AS PRE-HEARING DETENTION.

- B. THE DECISION TO PLACE A DETAINEE IN ADMINISTRATIVE SEGREGATION WILL BE MADE AT NO LOWER LEVEL THAN THE SHIFT SUPERVISOR. THE DECISION TO PLACE A DETAINEE IN ADMINISTRATIVE SEGREGATION WILL BE PUT IN WRITING IN A MEMORANDUM TO THE FACILITY ADMINISTRATOR. THIS MEMORANDUM SHALL CONTAIN:
1. THE DATE AND TIME THE DETAINEE WAS PLACED IN ADMINISTRATIVE SEGREGATION.
  2. THE REASON FOR SUCH PUNISHMENT.
  3. A BRIEF OUTLINE OF THE CIRCUMSTANCES THAT LED TO THE PLACEMENT.
  4. THE NAMES OF ANY WITNESSES TO EVENTS LEADING TO SUCH PLACEMENT.
- C. THIS MEMORANDUM SHALL BE REVIEWED BY THE FACILITY ADMINISTRATOR OR HIS DESIGNEE ON THE FIRST BUSINESS DAY FOLLOWING THE PLACEMENT. THAT OFFICER WILL APPROVE OR DISAPPROVE THE CONTINUED PLACEMENT AND, IF APPROVED, DETERMINE THE LENGTH OF TIME NECESSARY TO ACCOMPLISH THE PURPOSE OF THE PLACEMENT. ALL ADMINISTRATIVE SEGREGATION CASES SHALL BE REVIEWED EVERY 72 HOURS BY THE FACILITY ADMINISTRATOR, AND RE-APPROVED OR DISAPPROVED.

IT SHOULD BE REITERATED THAT SUCH ADMINISTRATIVE SEGREGATION IS NOT INTENDED, NOR SHOULD BE USED IN ANY WAY, AS PUNISHMENT. THE DETAINEE SHOULD BE PERMITTED AS MANY USUAL PRIVILEGES AS ARE FEASIBLE, COMMENSURATE WITH THE RATIONALE FOR HIS SEGREGATION.



**ATTACHMENT #4 READING AREA - "LAW LIBRARY"**

**PURPOSE:** TO ESTABLISH STANDARD PROCEDURES FOR PROVIDING SELF-HELP MATERIAL AND A READING, WRITING AND STUDY AREA FOR DETAINEES WHO WISH TO LEARN ABOUT UNITED STATES IMMIGRATION LAWS AND PROCEDURES, TO DEFEND THEMSELVES IN DEPORTATION OR EXCLUSION PROCEEDINGS, OR APPLY FOR RELIEF OR BENEFITS PROVIDED UNDER THE IMMIGRATION LAWS.

**POLICY:** TIME, FACILITIES AND SELF-HELP MATERIAL WILL BE PROVIDED AT EACH SPC TO ENABLE DETAINEES WHO DESIRE TO DO SO TO LEARN ABOUT THE PROVISIONS OF THE IMMIGRATION LAWS AND THE PROCEDURES IN EXCLUSION AND DEPORTATION PROCEEDINGS SO THAT THE DETAINEES MAY PREPARE THEIR DEFENSE IN SUCH PROCEEDINGS, APPLY FOR BENEFITS OR RELIEF, TAKE AN ADMINISTRATIVE APPEAL OR SEEK REDRESS IN THE COURTS.

**PROCEDURES:** THE CONTRACTOR SHALL ESTABLISH A PLACE AVAILABLE TO DETAINEES FOR READING, WRITING, RESEARCH AND PREPARATION OF ADMINISTRATIVE PROCEEDINGS. THIS READING AREA NEED NOT BE A SEPARATE ROOM, BUT MAY BE A DESIGNATED PORTION OF THE DINING HALL OR OTHER APPROPRIATE SPACE. AN ADEQUATE NUMBER OF CHAIRS AND TABLES SHALL BE PROVIDED FOR THE DETAINEES.

THE READING AREA SHALL BE AVAILABLE FOR USE BY THE DETAINEES TO THE MAXIMUM EXTENT PRACTICABLE WITHOUT INTERFERING WITH THE NORMAL AND NECESSARY ROUTINES OF THE FACILITY. THE OFFICER-IN-CHARGE OR ON-DUTY SHIFT SUPERVISOR MAY LIMIT OR SUSPEND THE HOURS DURING A DISTURBANCE OR EMERGENCY.

THE HOURS DURING WHICH THE READING AREA IS AVAILABLE TO DETAINEES SHALL BE POSTED. DETAINEES SHALL BE INFORMED WITHIN A REASONABLE TIME OF THEIR ARRIVAL AT THE FACILITY OF THE AVAILABILITY OF THE READING AREA.

THE READING AREA SHALL CONTAIN THE IMMIGRATION LAWS AND REGULATIONS (CODE OF FEDERAL REGULATIONS).

THE OFFICER-IN-CHARGE MAY ALSO PLACE IN THE READING AREA ADDITIONAL BOOKS AND PUBLICATIONS THAT ACCOMPLISH THE POLICY STATED ABOVE.

DETAINEES MAY REQUEST SPECIFIC MATERIAL TO ASSIST IN THEIR RESEARCH, WHICH WILL BE PROVIDED IF PRACTICABLE.

REASONABLE REQUESTS FOR DUPLICATION WILL BE PROVIDED. NOMINAL QUANTITIES SHALL BE PROVIDED AT INS EXPENSE.

APPROPRIATE INS FORMS WILL BE MADE AVAILABLE TO DETAINEES UPON REQUEST.

QUESTIONS CONCERNING THE IMPLEMENTATION OF THIS PROVISION SHOULD BE DIRECTED TO THE INS REGIONAL COUNSEL.

**ATTACHMENT #5, PROCEDURES FOR HANDLING ALIEN'S FUNDS AND VALUABLES AT SERVICE PROCESSING CENTERS (THIS DETENTION FACILITY)**

**POLICY:** ALL DETAINEE FUNDS HELD BY SERVICE PROCESSING CENTERS SHALL BE CONTROLLED AND MONITORED BY A SYSTEM OF ACCEPTED ACCOUNTING PROCEDURES.

**PURPOSE:** TO DESCRIBE THE REQUIREMENTS FOR MANAGEMENT TO CONTROL THE FUNDS AND VALUABLES OF DETAINEES.

**PROCEDURES:** THE FOLLOWING PROCEDURES ARE TO BE FOLLOWED AT THE FACILITY (ALL SERVICE PROCESSING CENTERS): MONEY AND ARTICLES OF VALUE SHALL BE LISTED ON A PRE-NUMBERED FORM G-589, PROPERTY RECEIPT (IN TRIPPLICATE), ITEMIZING THE MONEY AND VALUABLES DEPOSITED BY THE ALIEN. SEPARATE G-589'S SHALL BE PREPARED FOR (1) MONIES AND CHECKS AND (2) VALUABLES. VALUABLES ARE DEFINED AS JEWELRY, CAMERAS, STEREOS, TAPE DECKS, TELEVISIONS, PRECISION TOOL SETS, ETC. GUIDANCE FROM SUPERVISORY OFFICERS WILL BE SOLICITED IF ANY QUESTIONS SHOULD ARISE CONCERNING WHAT IS OR IS NOT CONSIDERED A VALUABLE. ANY VALUABLE ARTICLE TOO LARGE TO BE PLACED INSIDE THE PROPERTY ENVELOPE SHALL BE TAGGED WITH FORM I-77 AND PART TWO OF THE I-77 STAPLED TO THE PINK G-589 COPY. PART THREE OF THE I-77 SHALL BE GIVEN TO THE ALIEN.

THE ALIEN'S FULL NAME, "A" NUMBER, WHEN AVAILABLE, WITH A CONCISE DESCRIPTION OF EACH VALUABLE, SHALL BE PRINTED LEGIBLY IN INK ON THE RECEIPT IN BLOCK CAPITAL LETTERS. DO NOT INCLUDE THE MONETARY VALUE OF ARTICLES ON THE FORM G-589. FOR EXAMPLE, WHEN DESCRIBING WHAT APPEARS TO BE A GOLD RING WITH A DIAMOND, ENTER "YELLOW METAL RING WITH A WHITE STONE", OR FOR A WATCH, "YELLOW METAL WATCH" AND TRADE NAME. THE FORM G-589 SHALL BE USED IN NUMERICAL SEQUENCE AND DISTRIBUTED AT FOLLOWS:

IN THE CASE OF (1) MONEY, CHECKS:

- A. THE ORIGINAL WHICH IS WHITE, SHALL BE GIVEN TO THE ALIEN.
- B. THE BLUE COPY SHALL BE ATTACHED TO THE I-385 BOOKING CARD.
- C. THE PINK COPY SHALL, AFTER BEING SIGNED BY THE ALIEN AND THE TWO PROCESSING OFFICERS, BE DELIVERED WITH THE ALIEN'S MONEY TO THE SDEO OR DESIGNATED EMPLOYEE. THE DESIGNATED EMPLOYEE WILL VERIFY THE CORRECTNESS OF THE G-589 AND DEPOSIT THE PINK COPY OF THE G-589, ALONG WITH THE CASH, CHECKS, ETC., IN THE FACILITY'S CASH BOX. THE DESIGNATED EMPLOYEE WILL ALSO VERIFY THE G-589 PROPERTY RECEIPT LOG, REQUIRED AT EACH FACILITY, TO SEE THAT THE PROPER INFORMATION IS CONTAINED THEREIN. THE DESIGNATED EMPLOYEE WILL THEN SIGN EACH LOG ENTRY AS CORRECT.

IN THE CASE OF (2) VALUABLES:

- A. SAME AS A. ABOVE.
- B. SAME AS B. ABOVE.

- C. THE PROPERTY AND THE PINK COPY SHALL, AFTER BEING SIGNED BY THE ALIEN AND TWO PROCESSING OFFICERS, BE PLACED INSIDE A CLEAR PLASTIC HEAT SEALED ENVELOPE.
- D. THE PROPERTY ENVELOPE SHALL BE PLACED IN THE SAFE PROVIDED. THE VALUABLES (TO LARGE TO BE PLACED IN A PLASTIC BAG), WHICH HAVE BEEN TAGGED WITH THE I-77 SHALL BE PLACED IN A SECURE LOCKER IN THE BAGGAGE STORAGE AREA AND THE APPROPRIATE ENTRIES MADE IN THE G-589 PROPERTY RECEIPT LOG BY THE DESIGNATED EMPLOYEE WHO IS RESPONSIBLE FOR THE SAFEGUARDING OF THESE VALUABLES.

ACCOUNTABILITY SHALL BE MAINTAINED BY A PROPERTY RECEIPT LOG.

AN EMPLOYEE SHALL BE DESIGNATED AS CUSTODIAN OF FUNDS AND VALUABLES AND WILL RECEIVE AND MAINTAIN A LOG OF ALL PROPERTY ENVELOPES. THE LOG BOOK SHALL BE THE 8 X 8X10-1/2 "RECORD" BOOK, FEDERAL SUPPLY SERVICE, ORDER NUMBER 7530-00-222-3525. ACCESS TO THIS LOG WILL BE LIMITED TO THE DESIGNATED CUSTODIAN. THIS LOG WILL HAVE NUMBERED PAGES, AND HAVE COLUMNS FOR:

- 1. ALIEN'S NAME AND "A" NUMBER
- 2. G-589 - RECEIPT NUMBER
- 3. ADMISSION DATE AND INITIALS OF CUSTODIAN
- 4. RELEASE DATE & INITIALS OF CUSTODIAN
- 5. REMARKS

THE SIGNATURES OF THE RECEIVING EMPLOYEES SHALL INDICATE RECEIPT OF THE ENVELOPE IN GOOD AND SECURE CONDITION.

AT LEAST ONCE A WEEK, AN INVENTORY OF ALL PLASTIC PROPERTY ENVELOPES, AS WELL AS THE VALUABLES, SHALL BE CONDUCTED BY THE SUPERVISOR OF THE FACILITY. THE FACILITY'S DAILY LOG SHALL BE ANNOTATED TO SHOW THE DATE, TIME AND OFFICERS CONDUCTING THE ABOVE INVENTORY. ANY DISCREPANCIES SHALL BE REPORTED TO THE OFFICER IN CHARGE IMMEDIATELY.

ALIENS SHALL NOT BE PERMITTED TO MAKE PARTIAL WITHDRAWALS OF FUNDS ON DEPOSIT WITHOUT THE EXPRESS APPROVAL OF THE SUPERVISORY DETENTION AND DEPORTATION OFFICER, THE SUPERVISOR OF FACILITY OR THE ASSISTANT SUPERVISOR OF FACILITY. WHEN A WITHDRAWAL IS AUTHORIZED, ALL COPIES OF THE RECEIPT FORM SHALL BE NOTED TO SHOW THE DATE AND AMOUNT OF THE WITHDRAWAL AND THE NEW BALANCE FOLLOWED BY THE SIGNATURE OF THE ALIEN AND INITIALS OF THE SUPERVISORY OFFICER HANDLING THE TRANSACTION.

THE DESIGNATED EMPLOYEE IN CHARGE OF THE FACILITY CASH LOCK BOX WILL COMPLETE AN AUDIT OF ALIENS' FUNDS AT EACH SHIFT CHANGE USING THE FOLLOWING TYPE AUDIT SHEET (SEE SAMPLE FOLLOWING):

ITEM #1      FUNDS HELD BY FACILITY SUPERVISOR

THERE WILL AT ALL TIMES BE A RECEIPT IN THE CASH BOX REFLECTING THE TOTAL AMOUNT OF FUNDS HELD BY THE FACILITY SUPERVISOR.

ITEM #2      CASH ON HAND

THE COUNT IS TO BE MADE AND THE APPROPRIATE BLANKS FILLED IN REFLECTING THE NUMBER OF BILLS OF EACH DENOMINATION.

ITEM #3      TOTAL OF G-589 RECEIPTS

THIS IS THE TOTAL AMOUNT OF FUNDS RECEIPTED FOR AS REFLECTED BY THE PINK COPIES OF FORM G-589 IN THE CASH BOX.

ITEM #4      DISBURSED DURING SHIFT

AMOUNT OF FUNDS DISBURSED DURING THE SHIFT.

ITEM #5      RECEIVED DURING SHIFT

AMOUNT OF FUNDS COLLECTED DURING THE SHIFT.

ITEM #6      CASH ON HAND AT END OF SHIFT

AMOUNT ON HAND AS COUNTED BY THE OFF-GOING DESIGNATED EMPLOYEE (SAME AS #2).

AUDIT PROCEDURE

ITEM #4 - DISBURSED DURING SHIFT

AS FUNDS ARE DISBURSED DURING SHIFT, THE ALIEN'S WHITE COPY OF FORM G-589, TOGETHER WITH THE BLUE COPY FROM THE BOOKING CARD, ARE STAPLED TO THE PINK COPY FROM THE CASH BOX. THE TOTAL, THEN FROM THESE G-589'S, IS THE AMOUNT DISBURSED. ITEM #4 SHOULD BE COMPLETED PRIOR TO THE ARRIVAL OF THE ONCOMING DESIGNATED EMPLOYEE.

ITEM #5 - RECEIVED DURING SHIFT

PRIOR TO THE SHIFT CHANGE, THE DESIGNATED EMPLOYEE WILL TAKE POSSESSION OF ALL THE MONEY RECEIVED DURING THAT SHIFT AND PUT IT IN THE CASH BOX AND TOTAL THE PINK COPIES OF FORM G-589 TO GET THE TOTAL RECEIVED DURING HIS SHIFT.

SAMPLE OF AUDIT SHEET

FUNDS HELD BY FACILITY SUPERVISOR

\$ \_\_\_\_\_

CHECKS \$ \_\_\_\_\_  
FOREIGN \$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CASH ON HAND:  
\$

\$50 \$ \_\_\_\_\_  
\$20 \$ \_\_\_\_\_  
\$10 \$ \_\_\_\_\_  
\$5 \$ \_\_\_\_\_  
\$2 \$ \_\_\_\_\_  
\$1 \$ \_\_\_\_\_  
COIN \_\_\_\_\_  
SUBTOTAL \$ \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL OF G-589 RECEIPTS:

CASH \$ \_\_\_\_\_

CHECKS \$ \_\_\_\_\_  
FOREIGN \$ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DISBURSED DURING SHIFT:

CASH (-) \$ \_\_\_\_\_

CHECKS \$ \_\_\_\_\_  
FOREIGN \$ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RECEIVED DURING SHIFT:

CASH (+) \$ \_\_\_\_\_

CHECKS \$ \_\_\_\_\_  
FOREIGN \$ \_\_\_\_\_

AMOUNT ON HAND AT END OF SHIFT:

CHECKS \$ \_\_\_\_\_  
FOREIGN \$ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CASH ON HAND:

\$100 \$ \_\_\_\_\_  
\$50 \$ \_\_\_\_\_  
\$20 \$ \_\_\_\_\_  
\$10 \$ \_\_\_\_\_  
\$5 \$ \_\_\_\_\_  
\$2 \$ \_\_\_\_\_  
\$1 \$ \_\_\_\_\_  
COIN \_\_\_\_\_  
SUBTOTAL \$ \_\_\_\_\_ \$ \_\_\_\_\_

REMARKS: \_\_\_\_\_  
\_\_\_\_\_

ALL AMOUNTS VERIFIED, CORRECT AND ACCEPTED: \_\_\_\_\_

SUPERVISORY DETENTION  
ENFORCEMENT OFFICER

ITEM #6 AND #2 - CASH ON HAND

TOGETHER, THE OFF-GOING AND ONCOMING DESIGNATED EMPLOYEES WILL COUNT THE CASH ON HAND AND NOTE THE NUMBER OF BILLS OF EACH DENOMINATION IN THE APPROPRIATE BLANK. THE OFF-GOING DESIGNATED EMPLOYEE WILL MAKE HIS COUNT ON ITEM #6 AND THE ONCOMING DESIGNATED EMPLOYEE WILL MAKE HIS COUNT ON ITEM #2.

ITEM #1 - FUNDS HELD BY THE FACILITY SUPERVISOR

AT ALL TIMES WHEN FUNDS ARE HELD BY THE FACILITY SUPERVISOR, THERE WILL BE A RECEIPT IN THE CASH BOX FOR THE AMOUNT FOR FUNDS HELD BY HIM. THIS TOTAL WILL BE SHOWN IN THE BLANK IN ITEM #1.

ITEM #3 - TOTAL OF G-589 RECEIPTS

THE ONCOMING AND OFF-GOING SDEO'S WILL JOINTLY COUNT AND VERIFY THE G-589'S IN THE CASH BOX.

CHECKS AND BALANCES

1. ITEM #6 OF THE OFF-GOING DESIGNATED EMPLOYEE AUDIT SHEET WILL HAVE TO MATCH ITEM #2 ON THE ONCOMING DESIGNATED EMPLOYEE AUDIT SHEET.
2. ITEM #6 OF THE OFF-GOING SDEO'S AUDIT SHEET AND ITEM #2 OF THE ONCOMING SDEO'S AUDIT SHEET WILL HAVE TO MATCH ITEM #3 (TOTAL OF G-589 RECEIPTS). IF THEY DO NOT MATCH, THERE IS AN ERROR.

THE FACILITY'S CASH LOCK BOX SHALL BE MAINTAINED IN A LIMITED ACCESS SAFE. THE KEY FOR THE CASH LOCK BOX SHALL REMAIN IN THE PERSONAL CUSTODY OF THE DESIGNATED EMPLOYEE AND SHALL BE SURRENDERED TO HIS RELIEF UPON COMPLETION OF THE AUDIT.

AN ALIEN BEING PROCESSED FOR RELEASE SHALL SURRENDER HIS RECEIPT (WHITE COPY) OF FORM G-589 FOR VALUABLES TO THE PROCESSING OFFICER WHO WILL CHECK IT AGAINST THE PINK COPY AND THE CONTENTS OF THE PROPERTY ENVELOPE. IF THERE ARE NO DISCREPANCIES, THE ALIEN'S PROPERTY WILL BE DELIVERED TO HIM AFTER WHICH HE WILL BE REQUIRED TO SIGN THE BLUE COPY OF THE RECEIPT. THE PROCESSING OFFICER SHALL THEN COMPARE THE SIGNATURE ON THE BLUE COPY WITH THAT APPEARING ON THE PINK COPY. ANY DISCREPANCIES NOTED SHALL BE REPORTED TO THE SUPERVISORY DETENTION AND DEPORTATION OFFICER OR SUPERVISOR OF FACILITY PROMPTLY. ANY ALIEN WHO CLAIMS MONEY OR VALUABLES DEPOSITED BY HIM ARE MISSING, SHALL NOT BE PERMITTED TO DEPART THE FACILITY UNTIL THE SUPERVISORY DETENTION AND DEPORTATION OFFICER OR SUPERVISOR OF FACILITY HAS AUTHORIZED HIS DEPARTURE. AN ALIEN BEING PROCESSED FOR RELEASE FROM SERVICE CUSTODY MUST HAVE ALL PROPERTY AND BAGGAGE RETURNED TO HIM BEFORE DEPARTURE. IF THERE IS AN ALLEGATION THAT A SERVICE EMPLOYEE HAS VIOLATED ANY LAW IN THE HANDLING OF ALIENS' FUNDS OR VALUABLES, A REPORT MUST BE MADE TO PROPER AUTHORITIES, IN ACCORDANCE WITH O.I. 287.10.

IN ADDITION, AN ALIEN BEING PROCESSED FOR RELEASE SHALL ALSO SURRENDER HIS RECEIPT (WHITE COPY) OF THE G-589 FOR MONIES TO THE PROCESSING OFFICER WHO WILL PRESENT IT TO THE DESIGNATED EMPLOYEE. THE DESIGNATED EMPLOYEE WILL CHECK IT AGAINST THE PINK COPY MAINTAINED IN THE CASH LOCK BOX. IF THERE ARE NO DISCREPANCIES, THE DESIGNATED EMPLOYEE WILL DELIVER TO THE ALIEN HIS MONIES AFTER WHICH THE ALIEN WILL BE REQUIRED TO SIGN THE BLUE COPY OF THE RECEIPT.

ALL LOG ENTRIES WILL BE EXECUTED BY THE DESIGNATED EMPLOYEE AND THE WHITE PART OF THE G-589 WILL BE DESTROYED. THE BLUE AND PINK COPIES OF THE G-589 SHALL BE RETAINED AT THE FACILITY FOR TWO (2) CALENDAR YEARS. AFTER TWO YEARS, THE BLUE AND PINK COPIES SHALL BE DESTROYED.

IT SHALL BE THE RESPONSIBILITY OF SUPERVISORY PERSONNEL TO ENSURE THAT ALL OF THE ABOVE PROCEDURES ARE ADHERED TO. FREQUENT UNANNOUNCED INSPECTIONS AND AUDITS ARE ENCOURAGED AND NOTATIONS OF EACH INSPECTION ENTERED INTO THE FACILITY LOG. FIELD INSPECTIONS WILL BE REQUESTED TO MAKE INSPECTIONS AND AUDITS OF PROPERTY DURING REGULAR INSPECTIONS OF SERVICE PROCESSING CENTERS.

## 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.



- 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.

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- 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 Don Gabbert, Telephone No. 1-800-218-5395, Pager No. 1-888-766-8101.

\*\*\* 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

### Detainee Telephone System

INS has entered into a national contract with Public Communications Systems (PCS) for provisioning, maintenance, and operation of an exclusive Detainee Telephone System II (DTS-II) to be installed at all INS operated or contracted detainee facilities. PCS shall be provided access to install and operate a dual telephone system to be used by the detainees for operator service calls and debit direct dial calls. The successful contractor will provide all detainees reasonable and equal access to the DTS-II and purchase of prepaid debit calling time as is customary at existing INS facilities. PCS requires the following:

- (a) Provide adequate space for PCS and any successor contractor, to install detainee phones and enclosures within detainee-designated areas to provide reasonable access for detainees to utilize DTS-II telephones. The number of telephones shall be based on a ratio not to exceed 20 detainees per telephone.
- (b) PCS shall require adequate space in a designated telephone closet. Such space shall not be less than four feet wide by six feet long by 8 feet high. The designated closet will be air conditioned to maintain temperatures between 65 and 75 degrees F. The designated closet must be a secured environment, where only authorized personnel can enter. The designated closet can coincide with other existing telephone service provided.
- (c) Should the facility be a detainee cash facility vs. non-cash commissary facility, adequate space must be provided for the installation of vending debit machines in the facility and necessary access for the ongoing operation and maintenance of debit machines.
- (d) In the event the facility is designated as a non-cash commissary facility, access for PCS is to be granted for the sale of debit cards through the contractor's commissary system and/or designated contracted commissary provider. PCS shall also be provided equal and reasonable access for detainees to purchase prepaid debit cards. The contractor shall forward 100% of all revenues collected by commissary sale of prepaid debit service directly to PCS. PCS will be responsible for furnishing to the contractor all inventory and supply of prepaid debit cards.
- (e) The contractor will provide any station side telephone conduit that is presently in place (or is planned) for the operation of the DTS-II and any other telephone cable pair which is not presently in use that is in the proximity of the designated detainee telephone locations. In the event the contractor is in the process of building a new facility, the contractor will provide as required by local building specifications, open metal conduit and/or flex of at least one inch in diameter to those areas designated as accessible for DTS-II phone placement.
- (f) PCS shall be solely responsible for all costs incurred for the installation of the DTS-II system and all monthly telephone charges. The contractor shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS-II.
- (g) PCS and any subsequent contractor shall be provided access to the allocated spaces for the duration of the use of the facility by INS.



## ENFORCEMENT STANDARD

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### ESCORTS

- I. PURPOSE:** This policy establishes guidelines for escorting persons detained under the authority of the Immigration and Nationality Act (INA) by all officers of the Service. Previously issued Immigration and Naturalization Service (INS) policy and guidelines on this subject are superseded by this policy.

This policy applies to all INS personnel who apprehend, take into custody, transport or otherwise detain persons, with or without warrant, as authorized in the INA, as amended and delineated in Title 8, Code of Federal Regulations.

**II. AUTHORITY:**

Title 8, United States Code, Section 1357 (Section 287, INA), and Title 8, Code of Federal Regulations, Section 287 (8 CFR 287).

**III. POLICY/STANDARD:**

It shall be Service policy that:

- A. All detainees in INS custody shall be escorted in a manner that is safe, secure, humane, and professional.
- B. All detainees will be escorted in accordance with classifications and procedures found within this standard. No detainee will be transported for any purpose without an assessment performed in accordance with the Use of Restraints standard.
- C. When escorting detainees, especially unaccompanied detainees of the opposite sex or juveniles, in Service vehicles, insofar as technologically possible and resources allow, all officers shall maintain regular radio or telephonic communication with other Service personnel.
- D. No detainee shall be transported without the assigned officer conducting his/her own search of the detainee's person, except when exigent circumstances pose a

safety hazard or danger to the officer, detainee or public. In the latter case, a search shall be conducted as soon as practicable. A pat down search shall be the minimum search conducted. This includes officer-to-officer transfers, as well as transfers from an institution.

- E. Regardless of the means of transportation, no baggage, luggage or parcel shall be transported in a manner making it accessible by any detainee unless the item has been thoroughly searched by the officer transporting the detainee, except when exigent circumstances pose a safety hazard or danger to the officer, detainee or public. In the latter case, a search shall be conducted as soon as practicable.
- F. The passenger section of all empty INS vehicles and immediate confinement areas shall be searched prior to as well as following each escort to ensure that no weapons or contraband have been hidden or left behind.

#### IV. RESPONSIBILITIES:

The Service shall be responsible for identifying and providing approved restraints for use by all officers escorting detainees.

Managers and supervisors are responsible for determining the need for and number of escorts required for any detainee in accordance with this standard and the classification system found in it.

It is the responsibility of supervisors and officers to convey all known information of escape risks, criminal background or involvement, violence or medical indications to escorting officers.

Escorting officers have the responsibility to determine the need and level of restraints used at any time while escorting a detainee. Such determination shall be based on articulable reason(s).

#### V. DEFINITIONS:

Adult - A male or female person believed to be 18 years of age or older.

Classification Officer - an Immigration Officer designated by a supervisor to determine the escort classification of a detainee.

Contraband - Any item possessed by a detainee which is prohibited by the INS or by law.

Detainee - Any person, regardless of citizenship or nationality, under arrest, detained, restrained, or confined by the INS or any other law enforcement agency.

Escape Risk - Any detainee who, in the belief of an INS officer, may attempt escape from INS custody if not otherwise prevented. An individual who will actively seek opportunities to escape from INS custody.

Escort - To transport or otherwise move any person detained under the laws of the United States.

Immediate Relative - A person being one of the following to a detainee: spouse, parent, grandparent, child, sibling, aunt, uncle, or legal guardian. When applied to a juvenile, the immediate relative must be an adult.

Juvenile - A person known or reasonably believed not to have reached his/her 18th birthday.

Medical professional - A licensed doctor, nurse, practitioner, technician, or aide trained to treat, provide care, administer medication or services specific to the medical needs of the person being escorted.

Pat-down Search - An examination in which an officer's hands briefly make contact with a detainee's body and clothing in order to detect and remove contraband and/or weapons.

Unaccompanied Female - A female not in the company of an immediate relative.

Unaccompanied Juvenile - A juvenile not in the company of an adult immediate relative.

Weapon - Any object, item, or device that may be used to cause physical injury, incapacitate, or diminish capability, temporarily or permanently.

## **VI. PROCEDURES:**

When transported in a vehicle, detainees shall be restrained in accordance with the Use of Restraints Policy and when restrained, placed in seatbelts (when practicable). Depending upon the risk classification of the detainees, duration of travel, and destination, consideration may be given to the use of additional Service-approved restraints.

It is recognized there may be situations, such as emergencies, where only one officer may be available to provide escort service.

Under normal circumstances, apply the procedures below:

A. Escorts Using INS Sedans, Vans, or Utility Vehicles.

When a lone officer transports an unaccompanied detainee of the opposite sex or an unaccompanied juvenile, he/she shall maintain regular electronic voice communication with a supervisor, radio operator, or other INS personnel at a separate location, insofar as technologically possible. At a minimum, communication shall include the officer's or unit's identity, route of travel, current location, and mileage, as a security precaution. See Standard III C.

1. Unsecured sedan/van/utility vehicle: A lone officer shall not transport more than two detainees in an unsecured vehicle, except when accompanied by other law enforcement vehicles. Two officers may transport no more than the rated capacity of the vehicle permits.
2. Secured sedan/van/utility vehicle: One officer may escort the number of detainees permitted by the vehicle's rated capacity. Such escorts are permitted provided the officer will not be involved in movement of the detainees outside the vehicle without other assistance. Movements over long distances or time or requiring stops for food or fuel will normally require more than one officer.

B. Movement of Detainees Via INS or Charter Bus. All applicable Department of Transportation laws, rules and regulations will be observed, especially relating to the number of hours a driver may be on duty and rest breaks. In addition to these requirements the following procedures will also be applied:

1. Unsecured bus: There shall be a minimum of two (2) officers on the bus. This may include the driver if both are INS officers. They shall have radio or cellular telephone communication and, if authorized by an Authorizing Official pursuant to the INS Firearms Policy, shall be armed. Officers shall not be armed while in the area where detainees are seated. Depending upon the risk level of the detainees, duration of travel and destination, consideration should be given to the use of additional officers and an escort vehicle.
2. Secured bus: A minimum of two officers shall be used on all escorts; this includes a driver and a security officer. They shall have radio or cellular telephone communication and, if authorized by an Authorizing Official pursuant to the INS Firearms Policy, shall be armed. Officers shall not be armed while in the secured (caged) portion of the vehicle.

Local V/R runs, using secured buses, within districts or Border Patrol



sectors may be exempted from the two-officer requirement so long as the bus is equipped with a Service radio and the route taken permits immediate response to a request for back-up.

3. Family groups, unaccompanied females and unaccompanied juveniles shall be separated from unrelated adult males by separate passenger compartments or an empty row of seats. These detainees shall be transported separately from other detainees, if possible. See Standard III C.
4. When two or more buses (secured or not) are used together, one escort vehicle and at least two additional officers should be used.

C. Escorting Detainees on Justice Prisoner & Alien Transportation System (JPATS) Aircraft.

Detainees transported on JPATS aircraft (and vehicles) are subject to the policies and stipulations found in the JPATS Prisoner Transportation Manual. Officers should consult that reference for instructions regarding the use of restraints and escorts on JPATS aircraft.

D. Escorting Detainees on Commercial Aircraft.

Personnel assigned to making reservations to transport detainees on scheduled commercial aircraft will normally advise the airline(s) one day before the anticipated flight of the intention to transport a detainee under the control of a law enforcement officer. Persons making reservations shall notify the carrier or agent accepting the reservation of each traveler's escort classification. In accordance with Federal Aviation Administration (FAA) regulations (14 CFR 108), under no circumstances, exigent or otherwise, will this notification take place less than one (1) hour prior to the flight. **Airlines are under no obligation to transport an officer and/or his/her escortee.** Corporate airline policy on the types and use of restraints varies between airlines and airports. The aircraft's captain has the ultimate authority as to who may travel on his/her aircraft and to determine the use of restraining devices on any flight. **If the captain's decision is unacceptable, the officer shall deplane and make other arrangements.**

1. All detainees shall be classified by a supervisor or classification officer prior to being transported on commercial carriers using the classification system described below. The supervisor shall be required to make an assessment of the detainee using the Service's classification standards prior to escorting any detainee. Factors considered shall include the detainee's known criminal background, past behavior, potential risk to the public,

medical condition, sex, age and ability to resist an officer's control of the detainee effectively. Notation of the detainee's escort classification by category number shall be made on the Record of Persons and Property Transferred, Form I-216, in the margin immediately to the left of each person's name and "A" file number. Absent Form I-216, written record should be made on any local flight arrangements sheet to be permanently retained in the alien's file. Similarly, the escorting officer's classification of restraint level should be noted in the same location on the form I-216. See Standard on Use of Restraints.

**When one or more factors indicate greater safety or escape risk, the officer should always exercise discretion in favor of more caution and greater supervision.** Escorts required for a detainee classified using this classification method shall only be counted toward the escort requirements of one group. For example, the two escorts required for a maximum risk alien shall not be calculated toward the requirements of lower risk groups of aliens traveling on the same aircraft, nor vice-versa. Lone escorts shall not be used except for those aliens in Group 1a.

<u>Group Descriptors</u>	<u>Escort Required</u>
<p><b>Group 1</b></p> <p>Persons granted or permitted withdrawal of application for admission, or voluntary departure by a Chief Patrol Agent, District Director or an Immigration Judge. This presumes the person has good moral character and no known criminal background or asocial behavior.</p> <p>Persons removed pursuant to an order of removal who have no known criminal background or asocial behavior.</p> <p>Non-criminal aliens escorted to a point of departure, placed on the carrier and met by other INS officers at the point of arrival.</p>	<p>No escort required.</p>

<p><b>Group 1a</b></p> <p>Persons in need of assistance because of age, infirmity, mental capacity, handicap or language barriers.</p> <p>Medical parolee en route to half-way house or point of release from INS custody.</p> <p>Unaccompanied juveniles.</p>	<p>Minimum of one escort.</p> <p>One escort of same sex per juvenile.</p>
<p><b>Group 2</b></p> <p>Persons at any time charged or convicted of non-violent crimes, or known to be criminally involved, determined by an INS officer to be non-violent.</p>	<p>A group of fewer than 10 detainees requires no escorts. Minimum of 2 escorts for a group of 10 detainees. Each additional group of 5 requires 1 more escort.</p>
<p><b>Group 3</b></p> <p>Persons who are chargeable or were charged or convicted of criminal violations involving threat of force, assault, violence, or killing any person or animal.</p> <p>Persons who are or have been verbally abusive, verbally combative, confrontational, vulgar or verbally coercive during the course of their immigration proceedings or custody, or who have otherwise indicated willingness or intent to resist physical removal from the United States pursuant to a lawful order or finding.</p> <p>Persons who are serving criminal sentences, being transferred or delivered to other jurisdictions where criminal proceedings are pending, regardless of whether or not the crime underlying the unexpired sentence or proceedings involved force or violence.</p>	<p>At least two escorts per detainee are required. When traveling to destinations within United States, these shall be armed officers.</p>

<b>Group 3a</b>  Individuals deemed by the U.S. Public Health Service or by competent medical authority to be in need of medical services during travel.	  Minimum of two escorts, plus a medical professional.
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2. The lead escort officer transporting aliens to commercial aircraft shall be responsible for providing the airline's representative a breakdown of aliens being placed on the flight, by classification type.
3. All detainees determined to require escort aboard commercial aircraft, i.e., criminals, juveniles, medical cases, and escape risks, shall be processed for the flight with the airline's gate personnel at least one hour prior to the flight. The officers and detainee(s) should be preboarded and seated in the last row(s) of the aircraft whenever possible. Airlines may reassign escorted passengers to other seat assignments; however, escorting officers should be seated next to the detainee(s).
4. Officers should use care and discretion when removing restraints from properly classified low risk detainees to avoid notice by the traveling public and airline personnel. Officers should be aware the general public may perceive persons transported to airline gates or boarded in restraints as threats to airline and passenger safety when traveling without escorts.
5. In addition to properly assigning escorts in accordance with this standard and the classifications therein:
  - a. Criminal juveniles should be escorted consistent with the classification criteria for adult detainees with the same background. See Use of Restraints Standard.
  - b. Non-criminal juveniles may be escorted by certain designated non-INS personnel under contract or interagency agreement with the INS in place of INS officers.
  - c. All Federal Aviation Administration regulations pertaining to transporting "maximum risk" individuals in custody of law enforcement officers shall be

observed.

- d. When making travel arrangements, reasonable efforts must be made to observe individual airline policies regarding the transporting of detainees.
- e. At least one escort shall be the same sex as the detainee.
6. Food and beverages:
  - a. Detainees who require officer escorts shall not be served meals that require metal utensils that could be used as weapons. This information should be conveyed to the carrier when making reservations. Plastic utensils are permissible if the escorting officer determines their composition is such that they do not constitute a threat to the officer's or the public's safety.
  - b. Escorted detainees may not consume alcoholic beverages while in the custody of an INS officer. Likewise, an officer shall not consume alcoholic beverages when escorting detainees nor while carrying a firearm. See AM 20.012. Firearms Policy Standard.
7. Airlines shall be notified of high risk or criminal aliens at the earliest point in the arrangement process. **If there are indications of outside intervention against or on behalf of the detainee, commercial air travel shall not be utilized.** Alternate modes of transportation, such as government aircraft, shall be used.
8. Foreign flights:
  - a. To Designated Country: Except when foreign laws, regulations, or policies countervail, or international agreements stipulate otherwise, or prior arrangements have been made to transfer custody of a detainee to foreign officials, restraining devices shall be removed after landing and immediately prior to disembarking in the detainee's designated country of deportation. The individual should be allowed to disembark without restraints.

In situations where, because of restrictions on their use, restraints must be removed before landing in the detainee's designated country, the responsible supervisor will assure that sufficient officers are assigned to provide for the safety of the officers and the public.

- b. Transiting countries en route: Managers, supervisors, and officers should take appropriate steps to familiarize themselves with the applicable rules,

regulations, laws and policies relating to the carriage and use of restraints when escorting persons through other countries en route to the escorted's stipulated country of repatriation. This may require advance notification of both the foreign government and United States officials in the countries anticipated to be transited.

When a removal requires escorts and the use of restraints, and the itinerary requires transiting a third country, arrangements shall only be made to transit countries which permit the use of restraints to execute valid removal orders.

If the person escorted presents a risk to the escorts or the public, and a suitable itinerary using a third country permitting the use of restraints cannot be arranged, JPATS shall be contacted to arrange for either a government or charter aircraft. If JPATS cannot accommodate the removal, Headquarters Office of Field Operations shall be contacted for guidance or authorization to use other means of transportation.

E. Medical Escorts:

1. Consistent with the INS medical policies, and as clinically indicated, a medical professional shall escort a detainee with a minimum of two Service officers. During transport, the medical escort will sit as close to the detainee and INS escort officers as possible. At no time will the medical escort assume security responsibilities for the detainee while in the air or on the ground. Additionally, prescription medication shall be provided only by a medical professional for the treatment of diagnosed illnesses, e.g., heart disease, depression, or other conditions. Under no circumstances shall detainees be medicated solely to facilitate transport, unless a medical professional determines that they present a danger to themselves or to others. Disposition of medication and related equipment is the responsibility of the medical escort.
2. In all cases, the detainee shall be accompanied by up-to-date copies of his/her medical records, which shall be carried in a sealed envelope or folder, clearly marked "Medical Records, To Be Opened By Authorized Medical Personnel Only." The detainee shall be accompanied by medical supplies and medication sufficient for the duration of the trip, plus at least three days.
3. Do not transport detainees who have not been medically screened on commercial aircraft. Those transported on JPATS are subject to stipulations found in the JPATS Prisoner Transport Manual.

F. Medical Precautions:

Officers should be alert for symptoms such as coughing, fever, sweating and emaciation, in addition to obviously open wounds or bleeding. If an officer suspects that an alien may be infected with a contagious disease, the following precautions should be taken:

1. -- Transport the alien in a separate vehicle from other aliens.
2. Place a surgical mask on the alien.\*
3. Seat the alien in the rear of the vehicle, next to an open window to provide as much ventilation as possible.

\*USPHS authorities have advised that a surgical mask is considered adequate for these purposes. A HEPA mask is not necessary.

Approved

Not approved

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**ATTACHMENT 11**  
**DELIVERABLES OF WRITTEN DOCUMENTATION Section F**  
**\* PRIOR TO FACILITY OPENING**

<u>Submittals</u>	<u>Section C Sub-Section</u>	<u>Time Of Delivery</u>	<u>No. of Copies</u>
1. Operations Manual	1 A.	90 *	2
2. (a) A System to re- view and update all policies and procedures.	1 B.	60 *	2
(b) Review and update all policies and procedures	1 B.	annual	2
3. (a) Organization chart	1 C.	60 *	2
(b) Organization chart updated and reviewed	1 C.	annual	2
4. Policy for Facility Administrator	1 D.	60 *	2
5. Policy and Procedure of communication between staff and detainees	1 E.	60 *	2
6. Personnel policies	2.A,B, C (1-5)	60 *	2
7. Employee certification of Standards of Conduct	2.C.6	Upon request	1
8. Initial employment See 2.1.D.	2.D.(2-3)	60 *	2-3
9. Subsequent employment forms (Security clearances)	2.D.5 2.1.D.5	Ten (10) weeks before entering on duty	
10. Drug testing	2.D.6	21 Days after COTR request	1
11. Complete and sign Form I-9	2.F.	Before employee starts work	1
12. (a) Initial certification of employee training	3.B.-D. F,G(1)	Completed within 14 days after employment and prior to being independently assigned to a particular job	1



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<u>Submittals</u>	<u>Section C Sub-Section</u>	<u>Time Of Delivery</u>	<u>No. of Copies</u>
(b) Additional Training certification	3.B-D. F,G(1)	annually	1
13. Training plan	3.G.(2)	90 *	2
14. Format of detainee records	4.C.	60 *	2
15. Daily control post log	4.D.	Daily	1
16. Policy and procedure on access to detainee records	4.F.	60 *	2
17. Policy and procedure on record retention	4.G.	60 *	2
18. Manifest of all detained aliens	4.H.(1)	daily	5
19. Facility conforms to zoning ordinances	5.A.	90 *	2
20. Facility conforms to state and local building and fire codes	5.B.	90 *	2
21. Interior finishing material meets national fire safety codes	5.C.	when requested	1
22. Facility complies with Federal, State and Municipal sanitation, safety and health codes	6.A.	90 *	2
23. (a) Written policy and procedure on fire prevention plan	6.B.	60 *	2
(b) Inspection and testing	6.B.	quarterly	2
24. Job related injury report	6.C.	within two working days of any job related injury	2
25. (a) Written evacuation plan	6.E.	60 *	2

<u>Submittals</u>	<u>Section C Sub-Section</u>	<u>Time Of Delivery</u>	<u>No. of Copies</u>
(b) Review and update	6.E.	annually	2
26. Written policy and procedure for prompt release of detainees from locked areas in an emergency	6.F.	60 *	2
27. Written policy and procedure for storage of all flammable, toxic and caustic materials	6.H.	60 *	2
28. Written certification of facility water supply	7.B.	60 *	2
29. (a) Written instructions for gaining access to health care services	8.D.	60 *	2
(b) Instructions to detainee (verbal/written)	8.D.	as needed	2
30. Written Health Care policy and procedures	8.J,K,L,M, O,P,S,T,U(2),	90 *	2
31. Health care statistics	8.Z.1	monthly	1
32. Dietary allowance requirements	9.A.	annually	1
33. Menu evaluation	9.B.	monthly	1
34. (a) Written policy and procedure for security and controls	10.A.	60 *	2
(b) Review and updates	10.A.	as needed	2
35. Written policy and procedure on control and use of keys	10.H.	60 *	2
36. Written policy and procedure on control and use of tools and culinary equipment	10.I.	60 *	2
37. (a) Written procedures on handling escapes	10.L.	60 *	2
(b) Reviewed and updated	10.L.	annually	2

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<u>Submittals</u>	<u>Section C Sub-Section</u>	<u>Time Of Delivery</u>	<u>No. of Copies</u>
38. Written report on use of force	10.N.	after all use of force, next day	1
39. (a) Written policy and procedure on use of restraint equipment	10.O.	60 *	2
(b) written report	10.O.	after all use of restraints, next day	1
40. Written policy and procedure for pat down, strip searches and body cavity searches	10.P.	60 *	2
41. Written policy and procedure for incidents that result in physical harm or threaten the safety of any person or the facility	10.Q.	60 *	2
42. (a) Written rules for detainees conduct	12.F.	60 *	2
(b) Review and update	12.F.	annually	2
43. Written policy and procedure governing detainee correspondence	13.A.	60 *	2
44. Written policy and procedure for inspection of detainee mail	13.D.	60 *	2
45. (a) Written policy and procedure on visitation	13.G.	60 *	2
(b) Review and update	13.G	annually	2
46. Written policy and procedures for the reception, orientation, subsequent release of detainees and control of detainee property	14.A.-C.	90 *	2

<u>Submittals</u>	<u>Section C Sub-Section</u>	<u>Time Of Delivery</u>	<u>No. of Copies</u>
47. Formal application for accreditation to American Correctional Assoc. within 5 days of the application	Sec. H.11.(b)	Within nine months from date the facility becomes operational. Proof must be submitted	2
48. Certificate of insurance showing adequacy of protection	Sec. H.12	90 *	2

All deliverables are to be sent to the COTR.  
The Government requires 30 days to review all submittals.

# 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
PERSONNEL	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	Immediately report to COTR all violations of standard of conduct or criminal activity	NA	RANDOM	4 X MONTHLY	10
		12-E	Neglect of Duty by any employee				
		2-F	Tampering with official documents or records				
2-F		Lack of performance contributing to an escape					
RECORDS AND REPORTS	6	2-E	Submit drug results within 21 days of testing	1	100% Inspection	AS NEEDED	5
	7	4-I	Ascertain daily manifest is submitted to INS accurately and timely	2	RANDOM	4 X MONTHLY	5
SANITATION AND HYGIENIC LIVING CONDITIONS	8	7-C	Assure overall cleanliness of the facility and janitorial services are completed as required	NA	RANDOM	4 X MONTHLY	5
FOOD SERVICES	9	9-C	Food offered to detainees must be of quantity and quality in accordance to set standards	1	RANDOM	4 X MONTHLY	5
SECURITY AND CONTROL	10	10-A	Adherence to the requirements concerning the security of physical plant and perimeter	1	RANDOM	4 X MONTHLY	5
	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	2
	13	10-D	Maintain proper ratio of guards to detainee and/or units	NA	RANDOM	4 X MONTHLY	5
	14	10-O	Unjustifiable use of physical force	NA	100% Inspection	AS NEEDED	5
DETAINEE RIGHTS, RULES, DISCIPLINE AND PRIVILEGES	15	12-E	Provide detainees protection from personal abuse, corporal punishment, personal injury, disease, property damage, and harassment	NA	RANDOM	(INTERVIEW DETAINEES FOR INPUT) 4 X MONTHLY	5

Contract Number  
ACD-4-C-0001

Solicitation Number  
ACD-R-0002

Amendment 0002

ATTACHMENT 12

# PERFORMANCE REQUIRMENTS SUMMARY

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

Executive Office for Immigration Review  
Space Planning and Facilities Management  
5107 Leesburg Pike, Suite 2300  
Falls Church, VA 22041

**SITE: INS Detention Facility, Laredo, Texas.**

**DATE: 8/4/00**

**SPACE**

- a) Contractor must provide a minimum of 8,151-square feet of space suitable to be occupied.
- b) The design of the premises, especially building core, must be conducive to efficient layout and good utilization.
- c) The EOIR requests that from the earliest stages of space planning the autonomy of both agencies (INS and EOIR) be emphasized in the layout. EOIR space should be clearly delineated and separated to the maximum extent practicable from INS space. This separation and delineation will not only reduce the possibility of improper ex parte communication, but it will also make clear to the public that the Immigration Court is an entity distinct from the INS.
- d) Exterior Signage: An entrance sign is to be provided and installed. The sign may be free standing or mounted on the building. Lettering shall read:  
*Immigration Court; Department of Justice*
- e) Hours of normal operation Monday through Friday: From: 7:00 a.m. To: 6:00 p.m.

**SECURITY REQUIREMENTS**

- a) Agency requires contiguous space.
- b) If agency space requirement does not allow assignment on one floor, floors must be contiguous with secured internal circulation within each floor. Internal secured vertical access to be provided.
- c) Space will be accessible to the public while providing adequate security measures. The contractor shall provide for EOIR a level of security which reasonably deters unauthorized entry to the space during non-duty hours and deters loitering or disruptive acts in and around the space during duty hours.
- d) Agency requires the establishment of a public access control (PAC) point where visitors are required to pass through a screening area containing a guard(s), a magnetometer, and/or X-ray equipment prior to visiting the court.
- e) Agency requires, that employees of the Immigration Court are provided with access to a secure entrance/exit. Such entrance/exit reduces contact between court staff and the public.

Space should be on the second floor or above, for increased personnel security; unique building siting and/or security issues may preclude second floor occupancy. First floor space may be acceptable if certain security measures are met (i.e., secured entrances, bullet resistant glass at ground floor windows).

- g) If slab to slab walls are not possible, woven wire fabric 10 gauge, or better, must be installed in false ceilings to prevent unauthorized entry.
- h) There shall be the installation and wiring of a fully operational duress system, which, when activated, will summon an immediate armed response and engage ceiling mounted strobe lights. Duress system components are as follows:
1. Panic buttons shall be cylinder slide, no noise; alarm reset with key operation.
  2. Controller shall be Radionics #D721213 or equivalent.
  3. Electronic keypad shall be Radionics #D1255 or equivalent.
  4. Strobe lights shall be SECO-LARM SL-126 ceiling/wall mount or equivalent.
  5. Wiring shall be steel shield or conduit, 18-22 gauge, four conductor, copper.
- i) The judge's private entrance/exit door in each court room will be equipped with a Simplex Unican lock, viewport or equivalent, deadbolt and an Electronic Door Release System (EDRS) incorporated into the duress alarm system (the duress button will activate the EDRS).

The system will require an electric strike, a momentary switch and a power supply at each courtroom door. The panic button, which will be "hardwired" to the alarm system, will require an additional set of wires leading to the power supply and the electric strike. A timer must be added so the door will remain "unlocked" until the staff exit. EDRS system components are as follows:

1. Electric strike shall be Rutherford #7114 or equivalent.
  2. Momentary switch shall be Ace 11 Switch Locks # 4073-70DDC or equivalent.
  3. Power supply shall be Securitron #BPS-12-3 or equivalent.
  4. Timer shall be Securitron #TM-8 or equivalent.
  5. Deadbolt shall be Schlage #13680 or equivalent.
  6. Viewport shall be Ives #698 or equivalent.
- j) Door from waiting area into agency administrative area to be equipped with an electronic door strike with remote release button to be accessible by the receptionist in the main work area. An electronic signal shall be located at the reception window. Components are as follows:
1. Electric strike shall be Rutherford Model 7114 (or equivalent) with BZ-24 buzzer (or equivalent).
  2. Momentary switch, Ace 11 Switch Locks Model #4073-70DDC or equivalent.
  3. Power supply, Securitron Model BPS-1 2-3 or equivalent.
- k) Daytime cleaning is required during the hours of 8:00 am and 4:00 pm, Monday thru Friday.

#### SECURITY ACCESS:

Upon award of the contract, the contractor, subcontractor, key supervisor personnel and/or any other contract individuals engaged in the construction of the space, may need, at the discretion of EOIR, to complete a personal history statement and/or fingerprint chart and/or background investigation.

#### SECURITY ACCESS: DENIAL RIGHTS

EOIR reserves the right to revoke any individual's access to its facility or property where such access is no longer clearly consistent with EOIR mission and responsibilities. EOIR shall have and exercise full and complete control over granting, denying, withholding or terminating access for individuals.

#### PARKING AND TRANSPORTATION

Parking needs to be located on-site in a secured parking environment. For this assignment, agency requires six (6) spaces.



## **PARTITIONS**

Perimeter walls to be slab to slab; either concrete block with drywall or plaster finish or metal stud with drywall and fiberglass insulation; walls to have a Sound Transmission Class (STC) of 40.

## **PARTITIONS: SUBDIVIDING**

Partitioning must be designed to provide an STC of 40. The partitioning shall extend from the finished floor to the finished ceiling except in specified areas which shall be slab-to-slab.

## **INTERIOR FINISHES, CEILINGS AND WINDOWS**

**PAINT:** Two (2) coats after primer. Color selection and finish to be indicated at the time of space layout. Agency areas must be painted at least every 3 years, including moving and replacing furnishings. All painting to be done after working hours.

**WALL COVERING:** Vinyl or polyolefin commercial wall coverings weighing not less than 15 ounces per square yard. All wall covering is to be maintained in "like new" condition for the life of the lease. Wall covering must be replaced or repaired (except where wall covering has been damaged due to the negligence of EOIR), including moving and replacing furnishings, anytime during occupancy if it is torn, peeling or permanently stained. All repair and replacement work to be done after working hours. Color selection to be indicated at the time of space layout.

## **CERAMIC TILE:**

Ceramic tile flooring and ceramic tile wall from top of finished floor to 4 feet above finish floor in agency rest room(s). The ceramic tile must be replaced or repaired (except where tile has been damaged due to the negligence of EOIR), if it is loose, chipped, broken or permanently discolored. All repair and replacement work to be done after working hours. Color selection to be indicated at the time of space layout.

## **VINYL TILE:**

Commercial grade 1/8" solid vinyl tile. The vinyl tile must be replaced or repaired (except where tile has been damaged due to the negligence of EOIR), if it is loose, chipped, broken or permanently discolored. Color selection to be indicated at the time of space layout.

**CARPET:** Commercial grade broadloom carpet--glue down. If building standard requires use of underfloor raceway system, carpet tiles of same specification are acceptable. Manufacturer: Bentley Mills, Inc. 818 333-4585 Specification: Victoria Square (GSA#-00 F-00 11 A) 40 oz. S I N 31-2 or equivalent.

**CEILING:** Ceiling must be at least 8 feet and no more than 10 feet measured from floor to the lowest obstruction. Courtroom ceilings to achieve a minimum of 9 feet; areas with raised flooring other than courtrooms must maintain these ceiling height limitations above the finished raised flooring. Ceiling must have a minimum noise reduction coefficient (NRC) of 0.60 and a minimum STC of 40 throughout agency occupied space.

**DOORS:** All perimeter access doors must be heavy duty, full flush, hollow steel construction, or solid core wood with mechanical lock with master key override, door close~ and viewport. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. Tempered opaque glass at entrance to agency suite permitted. Wood doors shall be at least 1 3/4 inches thick. All doors to be lever equipped to comply with the American with Disabilities Act (ADA).

Interior doors must have a minimum clear opening of 36 inches by 80 inches. Each court room will have one door with a minimum clear opening of 42 inches by 80 inches. Hollow core wood doors are not acceptable. They must be flush, solid-core natural wood, veneer faced or equivalent finish as approved by the Agency.

**DOORS: Hardware:**

Doors shall have door handles or door pulls with heavy weight hinges. All doors shall have corresponding door stops (wall or floor mounted). All public use doors and toilet room doors shall be equipped with kick plates. All door entrances from public corridors and exterior doors shall have automatic door closures. All door entrances from public corridors, exterior doors and other doors designated by the Agency shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks to be master keyed. The Agency shall be furnished with at least two master keys for each lock. Door identification shall be installed in approved locations adjacent to courtroom and public entrances.

**WINDOWS:** Building standard window-treatment for sun control.

**VENTILATION**

- a) During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality.
- b) Suitable conference and waiting rooms of 500 square feet or greater shall be provided with dedicated source of ventilation or be fitted with air handling equipment with smoke/odor removing filters.
- c) Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.
- d) Break rooms to have air exhaust system; Model: Penn-Zephyr Z-10, 200 CFM or equivalent. To be vented to outside or to building's exhaust system.

**OFFICE SPACE**

**Private Offices:**

Standard office build-out, solid core wood door with building standard lock set. Court Administrator to receive a duress alarm activation button at desk location.

**Waiting Area:**

- a) Standard office build out, vinyl wall covering, chair rail and vinyl tile flooring.
- b) Wall separating the Waiting Area from the Reception Area shall extend slab to slab, STC of 40.
- c) Shatter-resistant transaction window incorporating a center speaker device, shall be installed in the wall immediately between the waiting area and the receptionist. Transaction window to have a hinged lockable panel for file/paper exchange.
- d) Matching laminate counters (15" D x approx 8-LF) to be installed on both the Waiting Area and Reception Area sides of the transaction window. Contractor to provide a minimum of three (3) samples of laminate for review prior to installation.



Reception/Administrative Area:

- a) Standard office build out.
- b) Door from waiting area into agency administrative area to be equipped with an electronic door strike.
- c) Duress alarm activation button located at reception window within Agency Secure Area.

Case File Room:

Vinyl floor covering, with low walls (64") with finished painted hardwood cap.

Printer Areas:

Standard office build out with low walls (54") with finished painted hardwood cap.

Copier Room:

Standard office build out with separately zoned cooling capability.

Computer Room:

- a) Slab to slab partitioning, STC of 40, door to have Simplex Unican lock.
- b) Furnish and install an 8'-0" H x 48" W x 3/4" plywood mounting board for the Agency's provided telephone equipment.
- c) Furnish and install a thermostatically controlled suspended ceiling type supplemental air conditioning system or separately zoned cooling capacity to be capable of maintaining a temperature range of 65 to 75 degrees Fahrenheit and a humidity range of 40% to 60%; 24 hours a day.
- d) Furnish and install three (3) quadruplex electrical outlets, 120V-20A, 3 wire, single phase receptacle type--NEMA 5-20R, individual branch electrical circuit, isolated ground, orange.
- e) Furnish and install one (1) duplex electrical outlet(s), 120V-20A, 3 wire, single phase receptacle type--NEMA 5-20R, individual branch electrical circuit, orange at 54" AFF.
- f) Supply, install, label, terminate and test Category 5, eight wire twisted pair plenum rated cable runs to connect from computer workstations to the computer room. Cable runs will originate at each workstation location with a single AT&T, 8-pin, RJ 45 jack (pin-out configuration: 1,2; 3,6; 4,5; 7,8) and will terminate and be hard wired into the back of the patch panel (Ortronics, \_48- -port, 8-pin, 110 type termination; pin-out straight through) The patch panel to be installed in a floor-mounted upright distribution rack located in the computer room. Each end to be clearly marked to uniquely identify each cable in the computer room and each cable at the workstation locations. Each cable shall be tested for Category 5 certification (certification documents to be sent to the EOIR at the above address).  
Each cable run will be supplied with a 10'-0" patch cord at the computer workstation and a X-0" patch cord at the patch panel. Patch cords shall have an AT&T, 8-pin, RJ45 single plug on each end (pin-out configuration straight through: 1,2; 3,6; 4,5; 7,8) and shall be tested for Category 5 certification.
  - f.1) All work shall be performed by qualified personnel in a workmanlike manner, in accordance with the manufacturer's specifications, local codes and the best trade practices.
  - f.2) All lines shall be run concealed in the ceiling and will be attached every twenty (20) feet in the required fasteners. No wiring will lay on ceiling tiles.

Where wiring passes through a floor deck or wall and is not otherwise concealed or run in a protected electrical closet or exposed and could be subject to tampering or any form of mechanical abuse it shall be installed in Wiremold or other suitable protective covering or proper electric conduit.

**Courtroom:**

- a) Slab to slab partitioning, STC of 45, and supplemental, separately zoned HVAC to support approximately 50 people.
- b) Each Courtroom to be equipped with one 201 x 7W x 7"H (approx.) raised dais, carpeted to match carpet in rest of Courtroom.
- c) Public entrance door to courtroom to achieve a minimum opening of 3'-6".
- d) The Public Zone shall be separated from the Activity Zone by a railing about 39 inches high with a 3 foot wide opening equipped with a swing gate. The gate shall be able to swing out of the Activity Zone only, at an angle no less than 90 degrees from the plane of the railing. Selection of the wood finish for railing and gate: MINWAX #224 Special Walnut or equivalent.
- e) Each judge's bench to be equipped with a silent duress alarm activation button located in the knee space of each bench. Contractor to be responsible for the installation of wire through conduit in the raised dais to the control unit location. The activation button must be pre-wired, maintaining an 8'-0" lead to facilitate mounting on the bench.
- f) The judge's private entrance/exit door in each courtroom will be equipped with a Simplex Unican lock, viewport, deadbolt and an Electronic Door Release System (EDRS) incorporated into the duress alarm system.
- h) Furnish and install two (2) flush floor mounted receptacles on each raised dais. One shall contain a quadruplex and two telephone outlets; one shall contain a quadruplex and two data signal outlets. Type: Walkerflex AF Series Distribution service modules. Configuration: WAF1-HDDH-BLK or equal.
- i) Furnish and install ramps and handrails for access to the judge's dais where required by code. Both shall be in compliance with the more stringent of Uniform Federal Accessibility Standards or Title 3 of the ADA standards and shall be finished at a level consistent with the balance of the space.

**Break Room:**

- a) Standard office build out with vinyl floor covering.
- b) Furnish and install an 18" x 24" stainless steel sink with garbage disposal and hot and cold water supply in a finished 6-LF wood kitchen sink base cabinet (two 36" base cabinets) and 6-LF above sink cabinets. Base cabinets shall have a 6-LF laminate counter top with integral back splash.
- c) Furnish and install a Ground Fault Interrupter (GFI) electrical quadruplex outlet above sink base cabinet.

**Staff Toilet:**

Provide one (1) female and one (1) male handicap accessible toilet facility within agency secure space.

- a) Ceramic tile flooring and wall (half height of wall), vinyl wall covering.
- b) The room shall be equipped with one water closet, one lavatory, water basin, storage cabinet, mirror, paper towel dispenser, toilet paper holder, soap dispenser, waste receptacle, and one GFI duplex electrical outlet.

Conference Room:

- a) Standard office build out with carpet floor covering.

**FINISH AND FLOORING SPECIFICATIONS**

All products and materials listed below are indicators of minimum acceptable quality level. Equivalent products and materials may be offered for review, but contractor submittals must be approved prior to use.

**Paint:**

General Space:       Manufacturer: Benjamin Moore  
Specification:        969  
Wood Cap:            Manufacturer: Benjamin Moore  
Specification:        1258  
Dais Wall:            Manufacturer: Benjamin Moore  
Specification:        1680

**Vinyl Wall Covering:**

Manufacturer:       Maharam  
Specification:       Hessian #390205; Color 14 Milkweed

**VCT:**

Manufacturer:       Armstrong  
Specification:       Imperial Texture; Standard Excelon VCT 51836 Shelter White

**Carpet:**

Commercial grade broadloom, glue down. If building standard requires use of underfloor raceway system, carpet tiles of same specification are acceptable.

Specification:       Victoria Square (GSA#-OOF-0011A) 40 oz. SIN 31-2  
                          Color: Stratford VS40B-2359  
Manufacturer:       Bentley Mills, Inc.  
                          P. O. Box 527  
                          La Puente, CA 91747  
                          714 598-4585

**Vinyl Base Molding:**

Manufacturer:       Burke  
Specification:       Top Set Base 630P-Slate

**Break room Counter:**

Manufacturer:       Wilsonart  
Specification:       Mauve Nebula 4625-8

**Break room Cabinets:**

Manufacturer:       Wilsonart  
Specification:       White Sand D403-60

**Waiting room Counter:**

Manufacturer:       Wilsonart  
Specification:       Dove Morraine 4640-60

**Restroom:**

Manufacturer:       Dal-Tile  
Specification:       Wall--D-135 Almond  
                          Floor-DK-147 Buffstone

EOIR-SPACE ALLOCATION STANDARDS AND REQUIREMENTS

Solicitation Number  
ACD-0-R-0002

Contract Number  
ACD-4-C-0001

1,000 Bed Contract Facility  
Laredo, TX

PRIMARY SPACE TITLE	MAX GRADE	OFFICE TYPE	SQ FT/PRSN W/O:CIRC	CIRCULATION PERCENTAGE	SQ FT/P. W./:CIRC	NO OF PERSONNEL	TOTAL SQ FT.
Immigration Judge	15	Private	175	30	225	4	900
Law Clerk/Paralegal	12	Private	120	30	156	1	156
Court Administrator	15	Private	150	30	195	1	195
Support Personnel	11	Open	65	30	85~	12	1020

Total Primary Sq Ft Reqd 2271

SUPPORT SPACE ROOM TYPE	NUMBER PER LOCATION		SQ FT: W/O CIRC.	CIRCULATION PERCENTAGE	SQ FT/ROOM W/CIRC	NO OF ROOMS	TOTAL SQ FT
Shared Computer Workstation	Varies	Open	65	30	85	3	225
Reception/Waiting Area	One	Private	350	20	420	1	420
Conf. Room/Telephonic	One per Three Courtrooms	Private	195	20	235	1	235
Judge Secure Corridor	One per Courtroom	Open	100~	0	100	4	400
Case File Room	One	Open	10 files/judge @ 12 sq ft.	10	Varies, enter #of files.	30	396
Storage/Supply	One	Private	250	20	300	1	300
Copier Room	One	Open	150	20	195	1	195
Ramp with Railing	One	Open	55	30	72	1	72
Pro Bono	One	Private	120	30	156	1	156

Total Support Space Sq Ft Reqd 2429

TOTAL OFFICE SQ FT REQUIRED 4700

SPECIAL SPACE ROOM TYPE	NUMBER PER LOCATION		SQ FT W/O CIRC	CIRCULATION PERCENTAGE	SQ FT/ROOM W/CIRC	NO OF ROOMS	TOTAL SQ FT
Computer Room	One	Private	120	30	156	1	156
Courtroom (Small)	One per Judge	Private	600	10	660	3	1980
Courtroom (Large)	One	Private	900	10	990	1	990
Break Room	One	Private	150	30	195	1	195
Restroom	IM,IF	Private	50	30	65	2	130

Total Special Space Sq Ft Reqd 3451

TOTAL SQ FT REQUIRED: 8151

COMPUTER ROOM

\*Supplemental HVAC

\*vinyl tile floor

\*8-wire TP from ADP to workstation

HEARING ROOMS

\*Supplemental HVAC, raised dais

BREAK ROOM

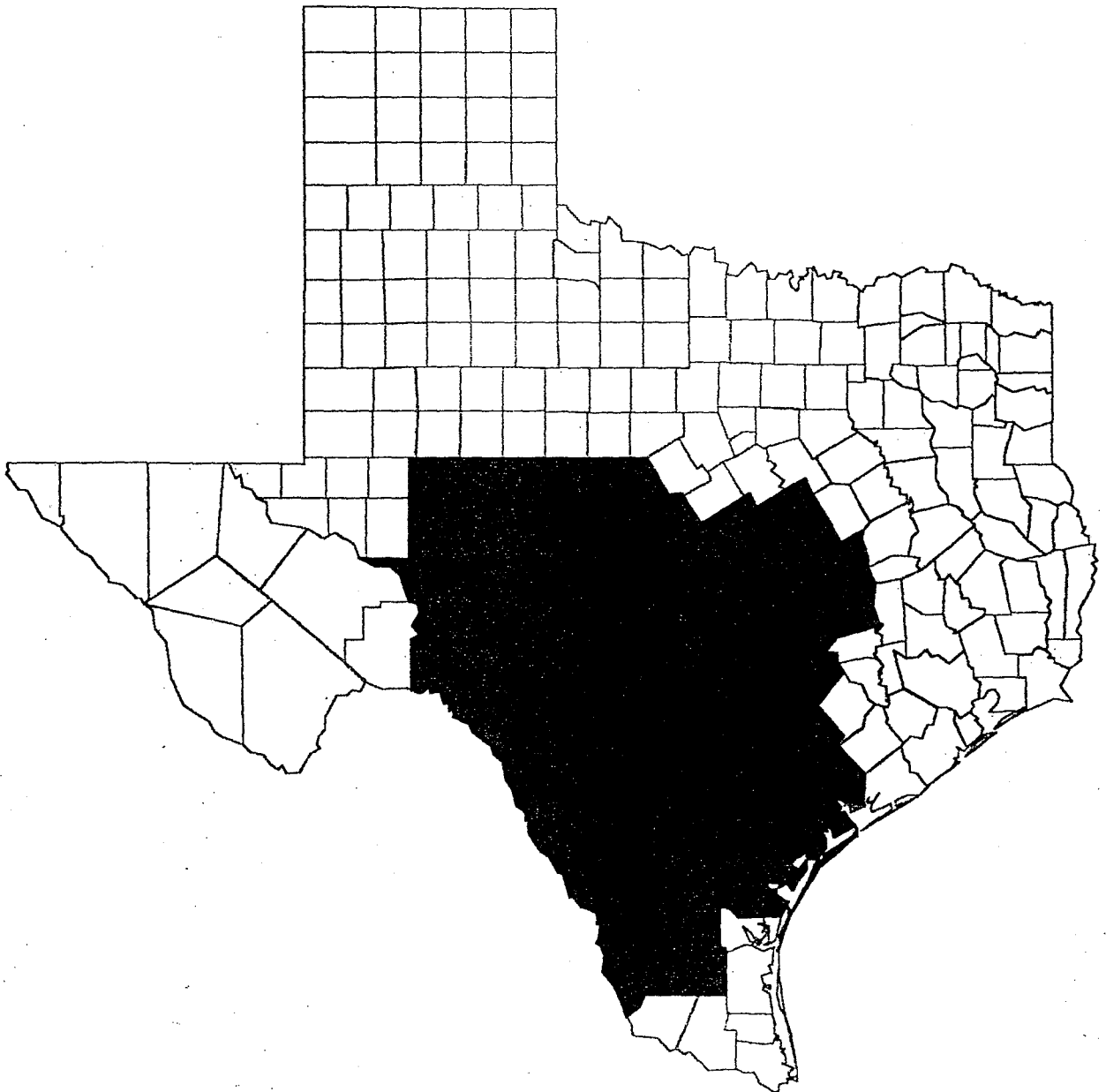
\*sink and counter, vinyl file floor, exhaust fan.

EOIR/SFMS 7/31/00

SFMS92

U.S. Department of Justice  
Immigration & Naturalization Service

# San Antonio District



# Immigration & Naturalization Service

## San Antonio District

Aransas  
Atascosa  
Bandera  
Bastrop  
Bee  
Bell  
Bexar  
Blanco  
Brazos  
Brooks

Brown  
Burleson  
Burnet  
Caldwell  
Calhoun  
Coke  
Coleman  
Comal  
Concho  
Coryell

Crockett  
De Witt  
Dimmitt  
Duval  
Edwards  
Falls  
Fayette  
Frio  
Gillespie  
Glasscock

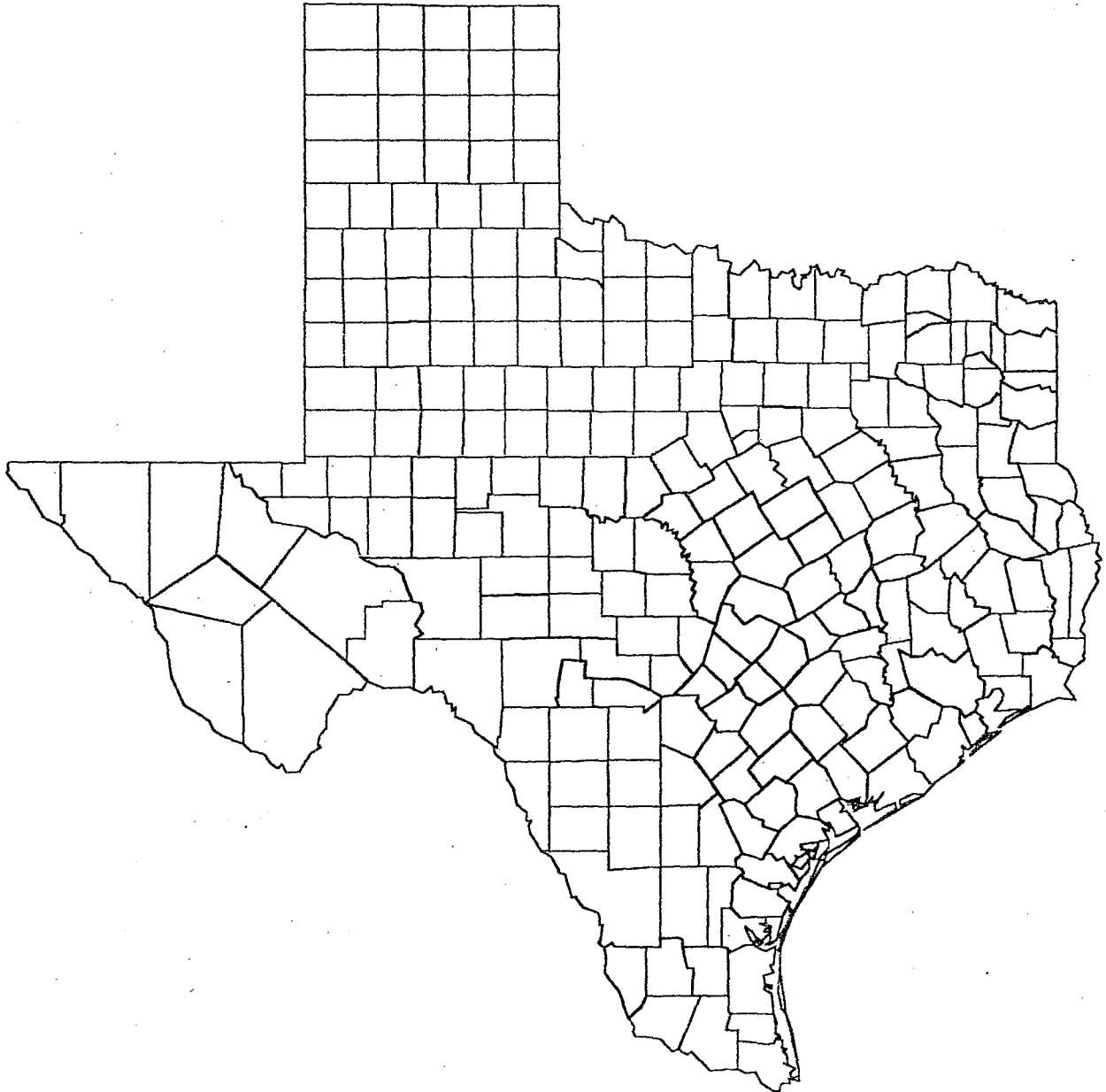
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Gonzales  
Guadalupe  
Hays  
Irion  
Jackson  
Jim Hogg  
Jim Wells  
Karnes  
Kendall

Kerr  
Kimble  
Kinney  
Lampasas  
La Salle  
Lavaca  
Lee  
Live Oak  
Llano  
McCulloch

McLennan  
McMullen  
Mason  
Maverick  
Medina  
Menard  
Milam  
Mills  
Nueces  
Reagan

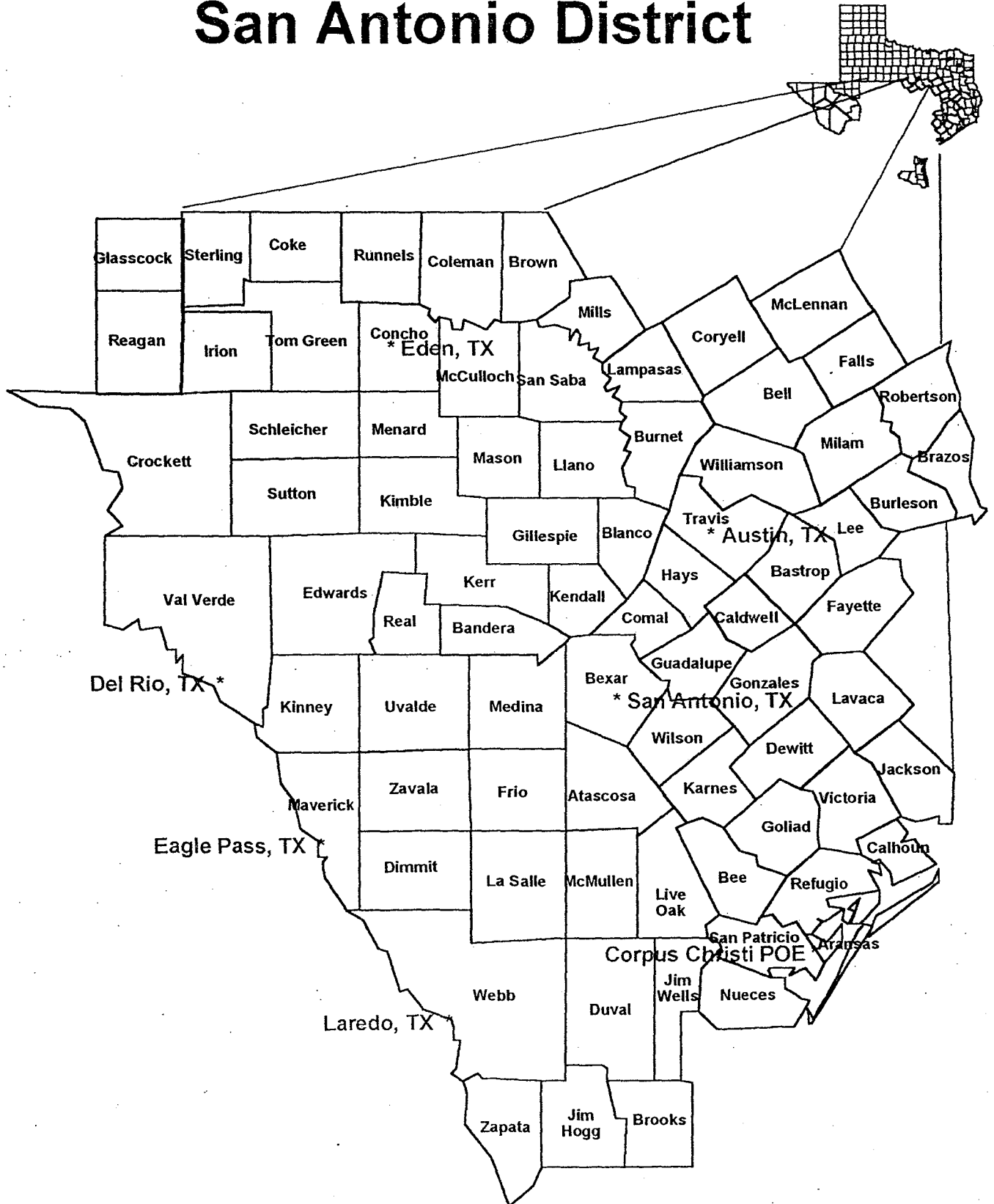
Real  
Refugio  
Robertson  
Runnels  
San  
Patricio  
San Saba  
Schleicher  
Sterling  
Sutton

Tom Green  
Travis  
Uvalde  
Val Verde  
Victoria  
Webb  
Williamson  
Wilson  
Zapata  
Zavala





# Jurisdiction of the San Antonio District

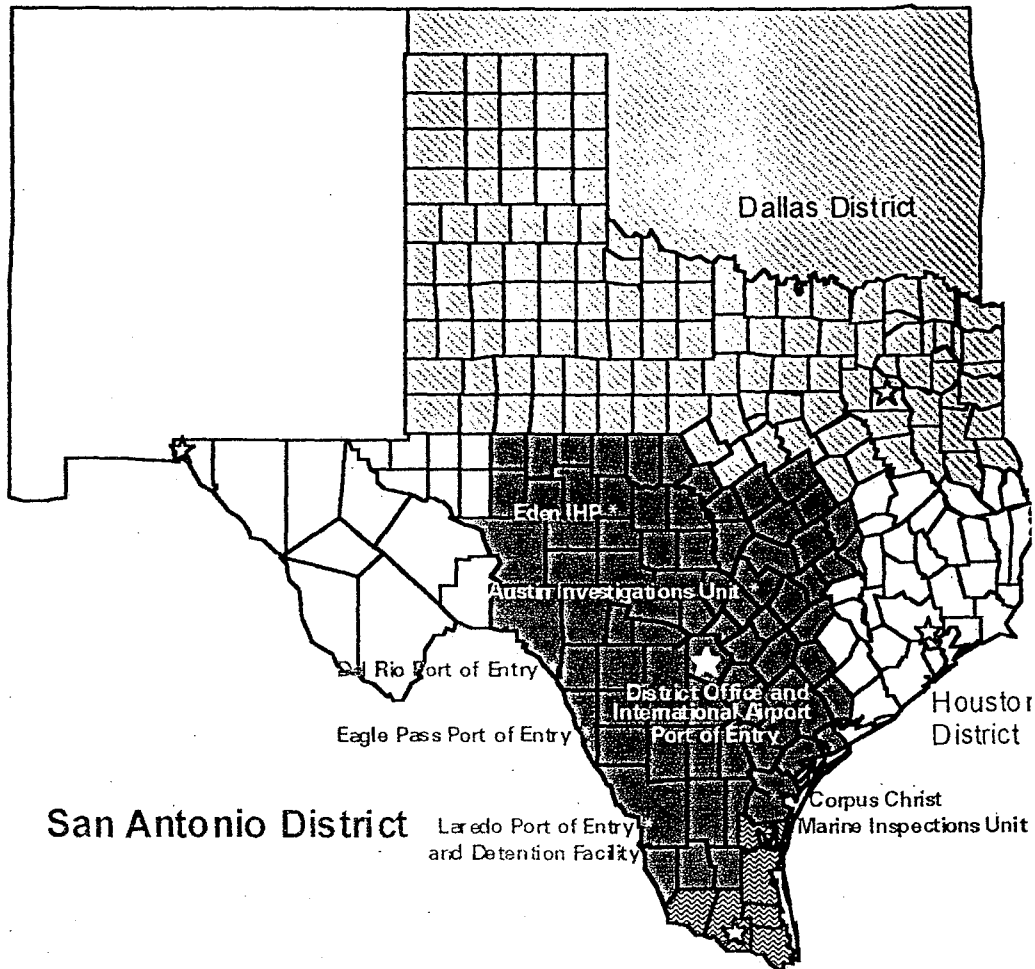




# Operational Districts in Texas

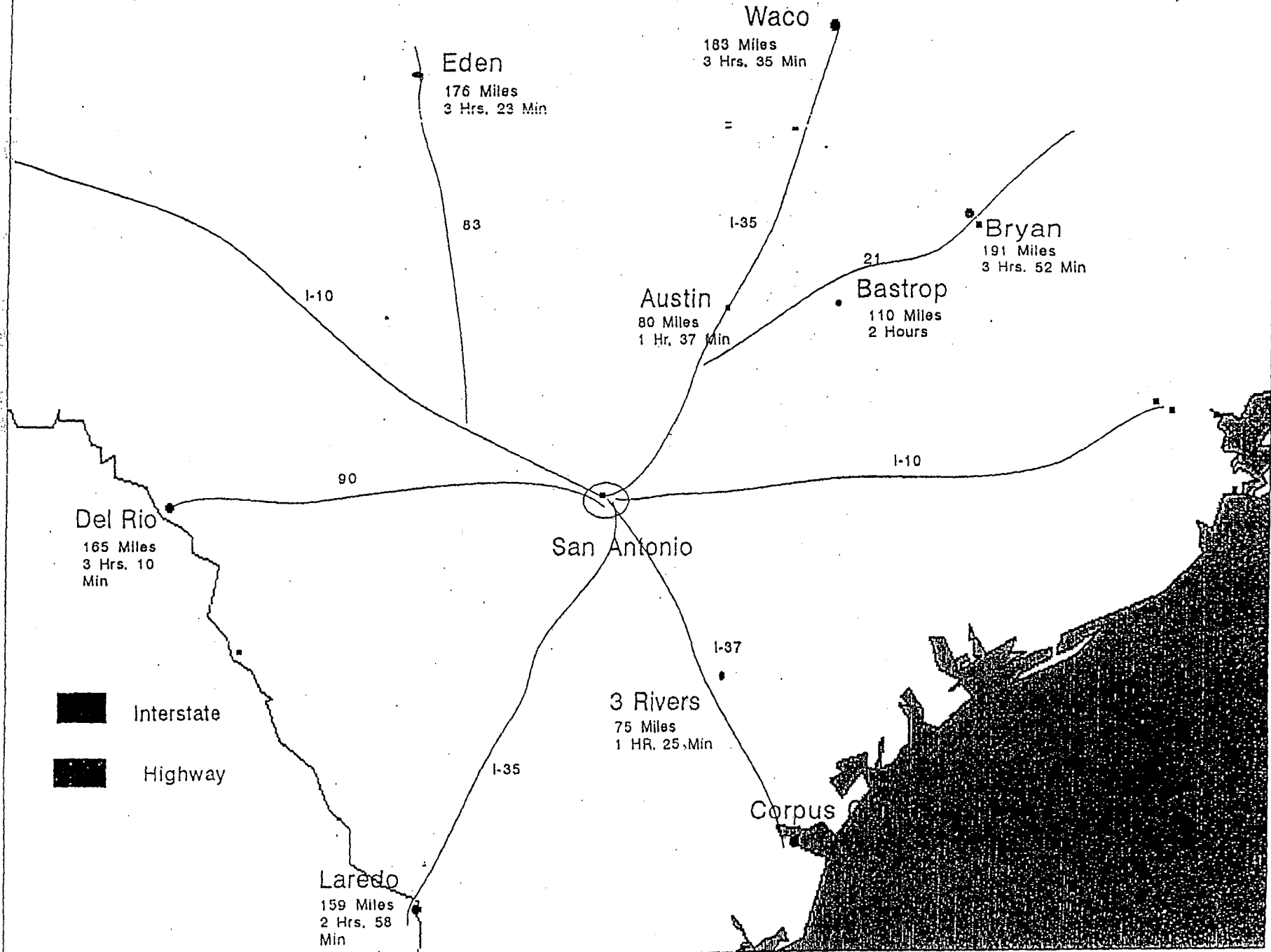
## COUNTIES IN THE JURISDICTION OF THE SAN ANTONIO DISTRICT

Aransas	Brown	Crockett	Goliad	Kerr	McLennan	Real	Tom Green
Atascosa	Burleson	DeWitt	Gonzales	Kimble	McMullen	Refugio	Travis
Bandera	Burnet	Dimmitt	Guadalupe	Kinney	Mason	Robertson	Uvalde
Bastrop	Caldwell	Duval	Hays	Lampasas	Maverick	Runnels	Val Verde
Bee	Calhoun	Edwards	Irion	La Salle	Medina	San	Victoria
Bel	Coke	Falls	Jackson	Lavaca	Menard	Patrido	Webb
Bexar	Coleman	Fayette	Jim Hogg	Lee	Milam	San Saba	Williamson
Blanco	Comal	Frio	Jim Wells	Live Oak	Mills	Schleicher	Wilson
Brazos	Concho	Gillespie	Kames	Llano	Nueces	Sterling	Zapata
Brooks	Coryell	Glasscock	Kendall	McCulloch	Reagan	Sutton	Zavala



# Travel Routes to Key Cities

Contract Number  
ACD-4-C-0001



■ Interstate  
■ Highway

Solicitation Number  
ACD-0-R-0002

- (a) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It  has,  has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that –

- (a) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)**

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that –

- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313 (a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313 (b) (1) (A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023 (f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) codes or their corresponding North American Industry Classification System Sectors:

- (A) Major group code 10 (except 1011, 1081, and 1094.
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20-39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution on commerce).

(v) The facility is not located within any State of the United States or its outlying areas.

**52.230-1 Cost Accounting Standards Notices and Certification (JUN 2000)**

*Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I and III.*

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement—Cost Accounting Practices and Certification

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure statement must be submitted as part of the offeror's proposal under this solicitation unless offeror has already submitted a Disclosure statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (C) of Part I of this provision.

*Caution: in absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.*

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the disclosure statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant federal agency official authorized to act in that capacity (Federal Official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

*Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.*

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO of Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net award of negotiated primes contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

*Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption(4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.*

## II. Cost Accounting Standards—Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 990s.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in award of CAS-Covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

*Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million*

or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

**CONTRACTOR'S CERTIFICATION: FAR 4.102**

Offerors are cautioned to note the "Contractor's Certification" included in this solicitation and to furnish the information required by Paragraph b, Partnerships, and Paragraph c, Corporation, as appropriate.

a. Contracts With Individuals: If the resultant contract is with an individual is shall be signed by the individual in his own name. A contract with an individual doing business as a firm shall be signed by the individual and will ordinarily take the following form.

\_\_\_\_\_ (signed)  
An Individual Doing Business As

b. Contracts With Partnerships: If the resultant contract is with a partnership, it needs to be signed by only one partner provided the partner signing has the authority to legally bind the partnership. In addition, the following statement shall be completed:

\_\_\_\_\_ is a partnership composed of \_\_\_\_\_  
(Firm Name)

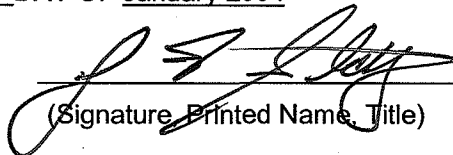
\_\_\_\_\_  
(List All Partners)

\_\_\_\_\_  
(Indicate if Any Partner is Limited in Partnership Authority)

c. Contracts With Corporations: If the resultant contract is with a corporation, it shall be executed in the corporation name, followed by the word "by" after which the person who has been authorized to execute the contract on behalf of the corporation shall sign his name, with the designation of his official capacity. In addition, the following certification shall be completed;

I, **James F. Slattery**, CERTIFY THAT I AM THE **President and Chief Executive Officer** OF THE CORPORATION NAMED AS CONTRACTOR HEREIN, THAT **James F. Slattery** WHO SIGNED for THIS CONTRACT ON BEHALF OF THE CONTRACTOR WAS THEN **President and Chief Executive Officer** OF SAID CORPORATION, THAT SAID CONTRACT WAS DULY SIGNED FOR AND ON BEHALF OF SAID CORPORATION BY AUTHORITY OF THE GOVERNING BODY AND IS WITHIN THE SCOPE OF ITS CORPORATE POWERS.

IN WITNESS WHEREOF, I HAVE HEREUNTO AFFIXED MY SIGNATURE THIS  
22<sup>nd</sup> DAY OF January 2004

  
(Signature, Printed Name, Title)

James F. Slattery, President & CEO

d. Contracts With Joint Ventures: If the resultant contract is with a joint venture, each participant shall sign and in the manner indicated above for each type of participant. In addition, to assure a single point of contact for resolution of contractual matters and payments, the following certification shall be signed by each participant in the joint venture.

The parties hereto expressly understand and agree as follows:

1. \_\_\_\_\_  
(Name) (Title) (Company)

is the principal representative of the Joint Venture. As such, all communications regarding the administration of the Contract and the performance of the work thereunder may be directed to him. In the absence of:

\_\_\_\_\_  
(Name) (Title) (Company as above)

\_\_\_\_\_  
(Name) (Title) (Company of Alternate)

is the alternate principal of the Joint Venture.

2. Directions, approvals, required notices, and all other communications from the Government to the joint venture, including transmittal of payments by the Government, shall be directed to:

\_\_\_\_\_  
(Name) (Title) (Company)

principal representative of the Joint Venture.

e. Signature of Agents: If the resultant contract is signed by an agent, other than as stated above, the fact of the agency will be evidenced by a copy of a Power of Attorney.

**PREVIOUS CONTRACTS:**

Offeror is required to indicate in the space below, whether or not he/she has previously furnished the item(s) described in the Scope of Work and Contract Requirements to any Government Agency (Federal, State, County, City, etc.):

( X ) yes ( ) no

If the answer above is "YES", offeror shall be separate attachment hereto, (or in the space below) identify all recent contracts under which such item(s) was/were furnished, by contract number, dates, purchasing activities to include contact name and telephone number, and number of units.

CSC has provided this information for all contracts in Section 1b – All Contracts in the Past Five Years and Section 2, Past Performance of the Technical Proposal.

**Period For Acceptance of Offers:**

- (a) "Acceptance period", as used in this provision, means the amount of time available to the Government for awarding a contract.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The Government requires a minimum acceptance period of eighteen (18) calendar months.



(d) In the space provided immediately below, offerors may specify a longer acceptance period than the Government's minimum requirement.

The offeror allows the following acceptance period: \_\_\_\_\_ Calendar months.

(e) An offer allowing less than the Government's minimum acceptance period will be deemed unacceptable.

(f) At the completion of the NEPA evaluation, an amendment containing new Department of Labor wage determinations will be furnished to offerors in the competitive range. Any changes in cost proposals resulting from the lapse in time from submittal of offer will be requested.

(g) In accepting the terms and conditions, the offeror agrees to execute all that is has undertaken to do, in compliance with its offer and proposal, if that offer and proposal is accepted in writing within—

- (1) The acceptance period stated in paragraph (c) of this clause; or
- (2) Any longer acceptance period stated in paragraph (d) of this clause.

**Point of Contact:**

Offeror's point of contact for access authorization to proposed facility sites for all environmental studies:

**Frio County, Texas –**

Russell Rau  
Name

(281) 535-1600  
Telephone #

(281) 535-1700  
Fax #

**SECTION L  
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offer may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.arnet.gov/far>.

<b>52.215-1</b>	<b>Instructions to Offerors--Competitive Acquisition -Alternate I (OCT 1997) -Alternate II (OCT 1997)</b>	<b>May 2001</b>
<b>52.215-8</b>	<b>Order of Precedence--Uniform Contract Format</b>	<b>OCT 1997</b>
<b>52.215-16</b>	<b>Facilities Capital Cost of Money</b>	<b>JUN 2003</b>
<b>52.215-20</b>	<b>Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data</b>	<b>OCT 1997</b>
<b>52.222-24</b>	<b>Pre-award On-Site Equal Opportunity Compliance Evaluation</b>	<b>FEB 1999</b>
<b>52.222-46</b>	<b>Evaluation of Compensation for Professional Employees</b>	<b>FEB 1993</b>
<b>52.204-6</b>	<b>Data Universal Numbering System (DUNS) Number (OCT 2003)</b>	

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4", followed by the DUNS number or DUNS +4 that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number—
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
  - (ii) If located outside the United States, by contracting the local Dun and Bradstreet Office.
- (2) The offeror should be prepared to provide the following information.
- (i) Company legal business name
  - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company physical street address, city state and zip code
  - (iv) Company mailing address, city, state and zip code (if separate from physical).
  - (v) Company telephone number
  - (vi) Date company was started
  - (vii) Number of employees at location
  - (viii) Chief executive officer/key manager
  - (ix) Line of business (industry)
  - (x) Company Headquarters name and address (reporting relationship within your entity).

**52.216-1 Type of Contract. (APR 1984)**

The Government contemplates award of a Firm Fixed Price Indefinite Delivery, Indefinite Quantity , Requirements service contract resulting from this solicitation. CLIN X003 will be requirements type CLINs while others are IDIQ.

**52.233-2 Service of Protest. (AUG 1996)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer  
 Department of Homeland Security  
 Bureau of Immigration and Customs Enforcement  
 7701 North Stemmons Freeway  
 Dallas, TX 75247

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**Protests filed directly with the Department of Homeland Security.**

- (a) The following definitions apply in this provision:

- (1) "Agency Protest Official" means the official, other than the contracting officer, designated to review and decide procurement protests filed with a contracting activity of the Department of Justice
- (2) "Deciding Official" means the person chosen by the protestor to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official.
- (3) "Interested Party" means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

- (b) A protest filed directly with the Department of Homeland Security must:

- (1) Indicate that it is a protest to the agency.
- (2) Be filed with the Contracting Officer.
- (3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protestor is silent on this matter, the Contracting Officer will decide the protest.
- (4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.
- (5) Include the information required by FAR 33.103(a)(2):
  - (i) Name, address, facsimile & telephone number of the protestor.
  - (ii) Solicitation or contract number.
  - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.
  - (iv) Copies of relevant documents.
  - (v) Request for a ruling by the agency.
  - (vi) Statement as to the form of relief requested.
  - (vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.
  - (viii) All information establishing the timeliness of this protest.

- (c) An interested party filing a protest with the Department of Homeland Security has the choice of requesting either that the Contracting Officer or the Agency Protest Official decide the protest.
- (d) The decision by the Agency Protest Official is an alternative to a decision by the Contracting Officer. The Agency Protest Official will not consider appeals from the Contracting Officer's decision on an agency protest.
- (e) The deciding official must conduct a scheduling conference with the protestor within five (5) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for many officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
- (f) Oral conferences may take place either by telephone or in person. Other parties may attend at the discretion of the deciding official.
- (g) The protestor has only one opportunity to support or explain the substance of its protest. Department of Homeland Security procedures do not provide for any discovery. The deciding official may request additional information from either the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (h) An interested party may represent itself or be represented by legal counsel. The Department of Homeland Security will not reimburse the protestor for any legal fees related to the agency protest.
- (i) The Department of Homeland Security will stay award or suspend contract Performance in accordance with FAR 33.103(f). The stay or suspension unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.
- (k) The Department of Homeland Security may dismiss or stay proceeding on an agency protest if a protest on the same or similar basis is filed with a protest forum outside the Department of Homeland Security.

#### **National Environmental Policy Act Issues:**

- a. The National Environmental Policy Act (NEPA) of 1969, as amended, requires all federal agencies to consider the impact of their actions on the environment. This Act outlines the procedures for federal agencies to follow in the planning and review of any major federal action. The Council of Environmental Quality specifically defines NEPA actions and procedures in 40 Code of Federal Regulations, Sections 1500 to 1508. No later than 60 calendar days after the date of issuance of the Commerce Business Daily notice (June 30, 2000), the offeror shall submit a Phase I Survey conducted in accordance with the American Society of Testing and Materials (ASTM) E-1527-97, "Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process." The Phase I Survey shall include, as a "Non-Scope Consideration" under Chapter 12 of the Standard Practice, a delineation or identification of on-site wetlands and an analysis of potential impacts to threatened or endangered species or species of special status. The identification of on-site wetlands should include an on-site reconnaissance level survey/report by a qualified wetlands specialist, the National Wetlands Inventory map for the project area, and an identification of hydric soils on the proposed property. The analysis of potential impacts to the threatened and endangered species and species of special status should include a site reconnaissance report identifying potential habitat or presence of protected species by a qualified biologist with federal and state threatened and endangered species (plant and animal) lists. Failure to submit the Phase I Survey for any site within the specified

period shall preclude that site from being considered for this procurement. The Government shall only accept offers for which a Phase I Survey has been timely submitted. Any and all information submitted as a part of the Phase I Survey shall be considered non-proprietary and, at the discretion of the Government, be made public during the Scoping process under NEPA or at any other appropriate time.

- b. Any offeror willing to construct or place into federal service a detention facility must adhere to the NEPA. The offeror must be available to disclose all environmental information in a public forum about the proposed property and its proposed uses.
- c. Representatives for the Bureau of Immigration and Customs Enforcement Headquarters Facilities and Engineering must assess the environmental assessment of all sites proposed by offerors in the competitive range. Among other things, ICE must review proposed mitigation efforts and their impact on the cost of the proposal as well as the amount of time involved for facility construction.
- d. As specified in 40 CFR 1500 to 1508, Environmental Assessments (EA) may take 90 or longer. The Environmental Impact Statement (EIS) may take 9 to 18 months. ICE will conduct the EA [Environmental Impact Statement (and, if necessary, the EIS effort)] for sites proposed by offerors within the competitive range.
- e. The EA will examine the offerors' sites in accordance with 40 CFR 1500 to 1508 and view them as alternatives. Offerors must disclose pertinent environmental data on their sites. Environmental data includes factors such as location, environmental studies previously performed, Environmental Site Assessments previously performed and include any information regarding (but not necessarily limited to) the location and condition of any, underground storage tanks, groundwater tables and closeness to wetlands, existing wildlife and its habitat, etc. This information will be made available to the public and to other federal and state agencies and local governments in accordance with Scoping and other provisions of 40 CFR 1500 to 1508.
- f. The ICE Headquarters Facilities and Engineering will review the EA and, if there is a finding of no significant impact will sign the FONSI. If however, there is a significant impact to the environment, Headquarters ICE will recommend that EIS' be performed for the sites in the competitive range.
- g. The EA and EIS must study only the percentage of the property site needed for the project (i.e. the property needed for the facility and to support the facility.) The EA and/or EIS will not study additional properties adjoining the property where the owner may develop in the future to supplement the proposed site unless the project site environmentally impacts upon the adjacent land.
- h. ICE may decide to avoid the EA and proceed directly to an EIS.
- i. The cost of mitigating environmental impact and the time needed for the mitigation must be reflected in the offeror's proposal.

**National Environmental Policy Act Disclosures:**

- a. In accepting the terms and conditions of this Amendment, the undersigned offeror acknowledges and accepts that, to satisfy certain requirements of the National Environmental Policy Act of 1969 ("NEPA"), and pursuant to FAR 3.104-5(e)(1), ICE and its agents will be compelled to release certain offeror specific information, ordinarily deemed to be source selection sensitive information pursuant to FAR 3.104.
- b. The information that ICE proposes to release to further NEPA's notice and public comment requirements will, at a minimum: 1) identify the name of the offeror; 2) the location and certain salient characteristics of the offeror's proposed detention facility site; and 3) whatever limited information ICE deems necessary to satisfy the statutory and regulatory requirements of NEPA. Consistent with the general intent of FAR 3.104, ICE will endeavor to limit, wherever possible and to the maximum extent possible, the amount of offeror specific information made available to the general public.

## FREEDOM OF INFORMATION ACT

The Freedom of Information Act (FOIA) and amendments have resulted in increasing numbers of requests to federal agencies for copies of Technical and Business Proposals from other than Government sources.

The offeror should identify information in its proposals the offeror believes should be withheld from these sources, on the basis the proposals consist of "trade secrets and commercial or financial information obtained from a person and privileged or confidential" (exemption (B) (4) of the FOIA). This identification will assist in the decision by a responsible Federal official to disclose or withhold the requested information.

If an offeror considers elements of its proposal to be exempt under FOIA, ensure the following notice is annotated on the title page of the proposal:

Elements of this document, as identified on individual pages, are considered by the submitter to be privileged or confidential trade secrets or commercial or financial information not subject to mandatory disclosure under the Freedom of Information Act. Material considered privileged or confidential on this basis is contained on pages \_\_\_\_\_.

The offeror must annotate each individual item it considers privileged or confidential under the FOIA exemption with the following notice:

The data or information is confidential privileged, and not subject to mandatory disclosure under the FOIA.

All information in an offeror's proposal not designated may be subject to automatic public disclosure if it is requested under the FOIA. It must be emphasized that under the FOIA no information is automatically exempt from public disclosure. However, no disclosures will be made without careful evaluation, giving due regard to the need for safeguarding material considered privileged or confidential by the offeror. It is the Department of Homeland Security policy to withhold whatever possible material deemed as genuinely privileged or confidential.

## DISPOSITION OF PROPOSALS

Following selection of the successful contractor and contract award, unsuccessful proposals will be disposed of by retaining one copy at the contracting office having issued the solicitation and destruction by shredding the remaining copies.

### Solicitation Instructions:

- (a) Offerors are advised that entries must be made on all applicable pages of this solicitation.
- (b) By signing the SF-33 (page 1 of this solicitation document) the offeror specifically agrees to the applicable terms, conditions, and provisions reference in, or set forth at length, on all pages of this solicitation. Offeror further agrees, by signing the SF-33, that failure to return any pages of this solicitation will not relieve him/her from an obligation and responsibility to comply fully with all applicable terms, conditions and provisions referenced in, or as set forth at length, on all pages of this solicitation.
- (c) Offerors are required to furnish an original and five (5) copies of a technical proposal along with one electronic submittal, submitted in a sealed envelope separate from the price proposal. The offeror shall not include any pricing information in their technical proposal. The Technical Proposal shall be a separate and distinct document from the executed solicitation and price proposal. The INS intends to use a fully automated process for evaluating proposals received in

response to the RFP. This process will require the electronic upload of an Offeror's proposals to a secured database that will be used by each of the evaluators to accomplish the evaluation and document the results of the evaluation. The INS intends to use the database throughout all stages of the evaluation (including discussions and Request for final proposals, if any are required.). Therefore, one electronic copy of each proposal shall be submitted with each offer. In the event the Offeror submits any changes or clarification information, then the Offeror shall submit said data in both hard copy and electronically. The electronic versions of the proposal shall be submitted on 3.5" DOS-formatted diskettes or on CD-ROM. Electronic versions shall submit electronic versions formatted with the products contained in Microsoft Office Professional for Windows 95 or Offerors shall submit their proposals using Adobe Acrobat (.PDF format). Cost proposal spreadsheets shall be presented in Microsoft Excel version 7.0/Windows 95 and on a different diskette/CD-Rom than the technical proposal.. If the Offeror does not use Microsoft products in the preparation of its proposals, the Offeror shall be responsible for converting the documents into the requested format. **NOTE: It is the Offeror's responsibility to ensure the electronic copies and hard copies of the proposal are the same. In the event of conflict between the two copies, the hard copies will prevail.**

- (d) The Offeror's submitted technical proposal shall consist of narrative technical and management plans by which the offeror intends to accomplish the successful completion of the requirements specified in the Statement of Work. These narrative discussions or plans are to be specific and complete. They shall address, in detail, the resources, technical knowledge of the Government's requirements, and plans for accomplishing the specified requirements. **THE OFFEROR'S NARRATIVE TECHNICAL PROPOSAL OR PLANS SHALL NOT CONTAIN ANY REFERENCE TO PRICE.**
- (e) Since the Offeror's narrative proposal will be an important factor in evaluating the offeror's ability to furnish and perform the required services, it should be as complete and accurate as possible. Proposals by the offeror that merely state or offer to provide what the Government requires in accordance with the requirements of the Statement of Work will be considered unacceptable to this solicitation and shall not be considered further.
- (f) Evaluations shall be based upon the completeness and thoroughness of the narrative proposal submitted, as evidenced by its clarity. The offeror should show that the objectives stated in this solicitation are understood and present a logical program for their achievement.
- (g) Proposals must be prepared in the following format:
- (1) **EXPERIENCE** Write a narrative discussion of the offeror's experience to include:
- A brief history of the offeror's experience in providing similar detention services or related services.
  - A listing of related government or commercial contracts received and completed in the past five (5) years.
  - Each entry shall contain: The name of the organization, the contract number, the contract starting and completion dates, the value of the contract, the contact point name and phone number, and a brief statement of services provided
- (2) **PAST PERFORMANCE** Write a narrative discussion of the offeror's past performance on contracts that were similar in nature to include:
- A listing of the major disturbances and escapes that occurred in the past five (5) years while performing similar contracts.
  - Information on problems encountered with performance of previous contracts and the offeror's corrective actions. The Contracting officer may investigate the authenticity and validity of the

information provided by the offeror. Offerors lacking relevant past performance history shall receive a neutral evaluation for past performance.

- Offeror shall submit for both the offeror and proposed major subcontractors: a list of all contracts and subcontracts which relate to this type of work which has been completed during the past three years and all contracts and subcontracts currently in process. Contracts listed may include those entered into by the federal Government, agencies of state and local governments and commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Include the following information for each contract and subcontract:
  - a. Name of the contracting activity
  - b. Contract number
  - c. Contract type
  - d. Total contract value
  - e. Contract work
  - f. Contracting officer and telephone
  - g. Program manager and telephone
  - h. Administrative contracting officer, if different from # f. and telephone
  - i. List of major subcontracts
- The offeror may provide information on problems encountered on the contracts and subcontracts identified in A above and corrective actions taken to resolve those problems. Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.
- The offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certificates include, for example, the Malcolm Baldrige Quality Award, other government quality awards, and private sector awards or certifications (e.g., the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599). Identify that segment of the company (one division or the entire company) that received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.
- The technical proposal shall include a listing of other relevant jobs that relate directly to the RFP and that have been performed by the firm. This section shall describe, in detail, past experience that can be applied directly to the technical area listed in the SOW.

### (3) CAPABILITY

Provide a narrative discussion of available financial resources for staff, personnel, equipment and supplies to support the contract.

Offeror is to furnish with narrative proposal:

- a. A company financial statement consisting of the offeror's most recent Profit and Loss Statement and Balance Sheet certified by an independent public accountant. If a 1999 financial statement is not available, a 1998 statement may be substituted with a projected 1999 statement. All encumbrances shall be included in the financial statement. The offeror must show that it has:
  - Sufficient funds available to purchase, lease and/or maintain the land parcel, structure(s), or existing facilities;
  - Sufficient funds available to procure any necessary improvements for the land parcels, structure(s), or existing facilities which may be required in order for the resulting facilities to meet the requirements of this solicitation;



- Sufficient funds available to purchase or least the necessary equipment and supplies;
  - Sufficient number of qualified, trained employees, or the ability to obtain qualified, trained employees for the performance of the work contained in this solicitation;
  - Sufficient funds available for the salaries, equipment, equipment maintenance, facility costs, etc., for a minimum of two (2) months of contract performance. This is important because payment for performance under the resulting contract will be made monthly in arrears, within thirty (30) calendar days of receipt of a proper invoice at the designated Government office. The contractor shall invoice the Government for services performed during a given month, at the end of the month. Advance payments are not authorized and shall not be made. Thus the contractor shall not receive payment for the first month of performed services until the beginning of the third month of actual performance.
- b. Any and all commitments, loan guarantees, option to buy or lease, lease agreements, etc. must be in effect and subject to the offeror's acceptance throughout the specified minimum offer acceptance period of 18 months.
  - c. The offeror should also address how any contract awarded from this solicitation would impact continued performance on other contracts for which he/she has already received an award. Offerors should also discuss existing financial commitments, liabilities, and any outstanding judgments against them (including but not limited to judgments from IRS DOL). Offerors must positively demonstrate their financial ability to meet requirements of this contract and their ability to sustain quality performance over the, long term
  - d. Upon receipt of the documentary evidence from the offeror, the Contracting Officer may investigate the authenticity and validity of the information provided by the offeror. The Government may seek confirmation of the offeror's assertions. The offeror must make arrangements with his/her financial institutions or other parties for the release of confirming information to the Government. The Government may also contact the concerns or individuals listed in the proposal by the offerors in order to obtain information concerning the offeror's past performance of similar work and of his/her current capabilities.

(4) SITE LOCATION

Offeror shall include an address and map indicating the location of the proposed facility (offers received without this information may be deemed unacceptable). Contractors should provide:

- a. Proximity to Interstate 35 and an airport that can support the use of DC-9 size aircraft.
- b. Evidence of favorable reaction from local officials along with broad local community approval and support.
- c. Estimated time for NEPA related mitigation efforts.
- d. Evidence or demonstrate compliance with local zoning ordinances and building codes.
- e. Documentation concerning nearest fire-protection services, accessibility to public utilities, and accessibility to nearest full-service hospital having emergency evacuation services.

SPECIAL NOTE: The Government reserves the right to conduct an on-site pre-award examination of the facility or site being offered with all proposals.

(5) SITE PLAN AND FACILITY LAYOUT

- a. The offeror shall indicate whether he intends to lease, own, or a combination of those and show evidence that he or she can fulfill the stated intentions.

- b. The offeror shall include a site plan and a facility layout that shows the physical layout of the offeror's proposed detention facilities. The facilities must be in conformance with ACA standards. The layout shall include location and dimension and capabilities of all required areas (e.g. office space, indoor and outdoor recreation, hearing rooms, sleeping quarters, medical areas, kitchen(s), dining facilities, laundry facilities, sally ports, etc.). The layout shall also show windows, doors, security devices, etc.
- c. The offeror shall also include, as a minimum, discussions of appearance, safety features, spaciousness, furnishings, heating and cooling facilities, living space, recreation areas, adequate general storage spaces, and detainee property space.
- d. Consideration will be given to the site and design efficiency. For example, when evaluating proposals the Government will be looking for:
  - 1. Efficient flow of employees through the facility.
  - 2. Efficient flow of detainees through the facility.
  - 3. Maximum efficient use of space.
  - 4. Security and safety features (types and placement).
- e. The site plan and facility layout offered must fully conform to all applicable codes and zoning ordinances as well as meet ACA standards. Upon acceptance by the government, changes to the "final revision" offer shall not be made without prior written approval by the Contracting Officer.
- f. The offeror shall delineate a specific area within the facility layout for assignment to the Executive Office of Immigration Review (EOIR) in accordance with the requirements in Part I, Section C, Subsection 5, paragraph D.25(a). The Government will provide to the offeror selected for award, a layout plan of the area designated for assignment to the EOIR. Said plan shall then be incorporated into the facility layout by the offeror.

(6) PERSONNEL

The offeror should include in its proposal:

- a. An organizational chart showing all positions that will be assigned to this facility accompanied by position descriptions and Department of Labor classification. Lines of supervision per shift shall be clearly delineated. Also a discussion of what ratio of security personnel (excluding administrative support staff) to detainee will be included. Indicate, where possible, the employees which possess fluency in both English, Spanish, and/or other foreign languages. If the offeror does not currently have a sufficient number of qualified employees, he/she shall provide a brief synopsis of his/her intentions toward obtaining the necessary qualified employees.
- b. If the offeror intends to subcontract personnel to perform portions of the work contained in this solicitation, the offeror must so indicate in his/her proposal. In addition to other requirements in this solicitation regarding subcontracting (see FAR clause 52.219-9, Small Business Subcontracting Plan in Section I), the offeror shall outline which portion of the work is to be subcontracted and provide information concerning the identity, capability, and experience of any subcontractors to be utilized, or a statement that there is no plan to subcontract personnel for any portions of the contract.

(7) TRAINING

The offeror should include in the proposal a plan of the offeror's training program for personnel assigned to the facility, including a description of staff assignments for that purpose, their qualifications and experience, and a brief description of the course content.

(8) SECURITY AND CONTROL

The offeror should include the plan of the physical security measures proposed to be utilized, including but not limited to: perimeter security, secure sally ports, bars on windows, alarms on doors, etc. Offeror should discuss and/or demonstrate construction methods and materials proposed to be used within the security perimeter of the facility which are intended to enhance security of aliens and staff, e.g., detainee dayroom ceilings and walls, and security applications or design concepts for windows that maintain security while permitting natural lighting. The offeror should also discuss the application of personnel resources for secure and safe operation of the facility. Additionally, the plan shall include a comprehensive plan of action should the facility become uninhabitable due to natural causes or riots and include in the plan of how/where detainees would be housed. Also address your riot control measures and the agreements with state and local law enforcement to provide assistance so that clear cut chains of command and authority can be established and control of the facility can be reestablished.

(9) FOOD SERVICE

Offeror should include a sample twenty-one (21) day menu, and discuss the frequency with which individual dishes will be served, meal schedule, and explanation of food preparation, cooking, serving, storage, and clean-up facilities planned. Offeror shall show how planned menus meet all dietary allowance of the Food and Nutrition Board of the National Research Council, including special diet plans for religious practices of detainees as well as medical and dental needs, as well as how plan meets or exceeds all applicable sanitation and health codes, and is approved by a certified dietician. (This sample menu is to be approved by a certified dietician.)

(10) MEDICAL AND HEALTH SERVICES

Offeror should include a description of the proposed plans for compliance with OSHA requirements, for the emergency evacuation of detainees, and for soliciting detainee written health complaints.

(11) RECREATION

Offeror shall include a listing of the recreational programs, facilities, recreation equipment, and supplies to be provided, showing location within and outside the facility, quantities and extent of maintenance and/or replacement. The offeror shall also discuss staffing plans and qualifications of those responsible and operating the recreation program.

(12) RECORDS AND REPORTS

Offeror shall include a plan of the proposed records maintenance program, emergency plans for fire or other building safety emergency, operations and policy and procedures manuals, as well as evidence that the facility will conform to applicable zoning ordinances, state and local building codes, health and sanitation codes and fire and safety codes. The offeror shall also include where and how the records will be stored and how they will be protected.

(13) FACILITY MAINTENANCE

Offeror should include a plan of offeror's housekeeping and personnel services, including laundry and facility cleaning, as well as how materials are to be securely stored. The offeror shall include a discussion of the contractor's staff specifically to be applied in maintaining the facility, providing housekeeping functions, and addressing personal services, including their minimum qualifications and level of experience.

(14) TRANSPORTATION

Offeror should include transportation plan including staffing number, type and size of vehicles to be used including maintenance schedules, insurance coverage and licensing of qualified drivers and vehicles, and a plan of action should emergencies occur during a trip.

(15) QUALITY CONTROL PLAN (to be reviewed but not scored)

A copy of the Contractor 's Quality Control Plan (QCP) shall be included. The offeror shall describe its approach to evaluating and monitoring the operation of the facility during contract performance.

(16) CONTRACT ACTIVATION (to be reviewed but not scored)

The Offeror shall submit:

1. A detailed schedule of the activation process;
2. An on-site staff reporting schedule;
3. A list, with submission dates, of contractor policies to be developed and implemented;
4. A description of how it will coordinate these activities with ICE.

(Schedules shall reflect project calendar days, track task start/finish/duration; identify individual tasks and their relationship to other tasks.)

Project Coordinator for activation: The offeror shall identify its proposed project coordinator by providing the individual's name, current employment status and a resume.

The offeror's pricing proposal shall include (by performance period) the breakout of personnel costs by labor classification to include burden rates (worker's compensation, FUTA, SUTA), vacations, and benefits; supplies; cost of facility to include as a minimum the total construction cost, depreciation and method used, cost of money; estimated facility maintenance costs; G&A composition and calculation; and profit.

Offers must be transmitted or hand carried to the office listed above prior to the offer due date and time. **Prospective offerors that are planning on hand carrying offers are put on notice concerning special security procedures at above ICE office location. All visitors to the building are required to pass through a security X-ray machine and metal detector and must register with the security officer in the lobby on the first floor of the building. After registration, visitors must wait for an ICE employee to escort them to the 3rd floor office. Please plan your arrival times and scheduling accordingly. Hand carried offers will only be accepted at the 3rd floor office.**

Upon receipt of the documentary evidence from the offeror, the Contracting officer may investigate the authenticity and validity of the information provided by the offeror. The Government may seek confirmation of the contractor's assertions. The offeror must make arrangements with his/her financial institutions or other parties for the release of confirming information to the Government. The Government may also contact the concerns or individuals listed in the proposal by the offerors in order to obtain information concerning the offeror's past performance of similar work and his/her current capabilities.

Prior to the award of this contract, the Contracting Officer is required to make an affirmative determination that the prospective contractor is a "responsible" firm, one that is fully capable of satisfactorily performing the contemplated contract. This requirement necessitates consideration of the following factors relating to the fitness of the prospective contractor:

Financial Resources  
Personnel Resources Within Firm  
Integrity  
Facilities and/or equipment

**Please include names, addresses and phone numbers who can provide information needed to make this determination on a separate sheet in your proposal.**

Offerors are urged to take appropriate action as may be reasonably necessary to ascertain the nature of the work and any conditions which may affect the cost of the work. Failure to do so will not relieve offerors from the responsibility for estimating properly the difficulty to successfully performing the work.

The person signing the offer must initial erasures or other changes. The Government shall not be held accountable for reasonable misinterpretations of intent caused by such changes. All entries in the solicitation shall be in ink.

SECTION M

EVALUATION FACTORS FOR AWARD

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>.

52.217-5 Evaluation of Options JUL 1990

52.232-15 Progress Payments Not Included APR 1984

1. EVALUATION OF AWARD

- (a) Proposals are to be submitted in two (2) parts for evaluation. One part will represent technical information and the other part pricing information. Each offeror's two-part proposal will be separately evaluated. A panel of DHS officers will evaluate the technical proposal. The Contracting Officer will coordinate the evaluation.
- (b) The technical evaluation panel will evaluate the technical proposal and assigned up to 250 points in accordance with paragraph M-2.
- (c) The Contracting officer will evaluate the price proposal and assign up to 225 points in accordance with paragraph M-3.
- (d) The Contracting Officer will evaluate the small business and small disadvantaged business subcontracting plans.
- (e) The Contracting Officer will limit the competitive range for purposes of efficiency in accordance with FAR 52.215-1(f)(4).

2. TECHNICAL PROPOSAL

- (a) Technical proposals shall be evaluated in the following manner:

TECHNICALLY ACCEPTABLE: To be technically acceptable, the offeror must have submitted the required technical certifications, have satisfactory past performance, and been responsive to the solicitation.

CAPABLE OF BEING MADE ACCEPTABLE: The proposal may be lacking any one of, or all, the required technical certifications, past performance information, or not be fully responsive to the solicitation, and with additional information would be capable of being made acceptable.

UNACCEPTABLE: To be unacceptable, the offeror cannot provide the required technical certifications.

- (b) Points Assigned

The ICE Evaluation Panel will evaluate technical proposals and assign points for the following criteria:

SUBJECT (CRITERIA)\* POINTS ASSIGNED

1. Experience	0 to 25
2. Past Performance	0 to 50
3. Capability	0 to 25
4. Site Location	0 to 30
5. Site Plan and Facility Layout	0 to 40
6. Personnel	0 to 10

7. Training	0 to 05
8. Security and Control	0 to 10
9. Food service	0 to 10
10. Medical and health Service	0 to 10
11. Recreation	0 to 05
12. Records and reports	0 to 05
13. Facility Maintenance	0 to 10
14. Transportation	0 to 15

Maximum points that can be assigned 250

Site location: Proximity to interchanges and with easy access to Interstate 35 will be more favorably evaluated. Locations requiring less time to remediate in order to comply with NEPA will also be more favorably evaluated.

(c) Other

Each offeror will be evaluated on his/her performance under existing and prior contracts for similar projects or services. Performance information will be used for responsibility determinations and the determination of the offeror's likelihood of success in performing the solicitation requirements as indicated by the offeror's record of current or past performance. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. References other than those identified by the offeror may be contacted by the Government with the information received used in the evaluation of the offeror's past performance.

### 3. PRICE PROPOSAL

- (a) Offeror's price proposal shall include all prices (including the costs for NEPA mitigation of the proposed site), as stipulated in the solicitation.
- (b) Up to 225 points are assigned for the price proposals and will be point scored in accordance with the following method:
- (1) The lowest priced acceptable proposal will be assigned the maximum points.
  - (2) Subtract the amount proposed by the lowest offeror from the amount proposed by the offeror being point-scored.
  - (3) Divide the figure obtained in (2) by the amount proposed by the offeror being point-scored.
  - (4) Multiply the resulting fraction by the maximum points.
  - (5) Subtract the point total obtained in (4) from the maximum points.

Example: A proposed \$40,000 and B proposed \$50,000.

225 cost points are in the evaluation plan.

A receives 225 points.

B gets \$50,000 minus \$40,000 = \$10,000.

\$10,000 divided by \$50,000 = .20;

.20 times 225 points = 45;

225 minus 45 = 180 points

B receives 180 points.

#### 4. AWARD SELECTION

Proposals offering facilities with capacities of less than 1000 detainees will not be accepted or evaluated for contract award. The Government intends to evaluate all proposals that offer facilities with a capacity of 1000 detainees or more and award one contract that represents the best value to the Government. Between substantially equal technical proposals, the proposed prices will be the determining factor in selection of proposals for award. Between acceptable proposals with significant difference in technical weighting (and/or merit), including NEPA evaluation factors, a determination will be made as to whether the difference in technical merit selected by a proposal from other than the low acceptable offeror warrants payment of premium in price. The term "premium" as used herein, means the difference in price between the low acceptable offer and that other offer deemed superior from a technical standpoint.

In determining whether a premium is warranted, the importance or weight given to price will be slightly less than the importance or weight given to technical factors for which a comparative evaluation will be conducted. Notwithstanding this price/technical ratio, for determining whether a premium is warranted, the Government will only award contracts to other than low acceptable offerors if specific technical advantages can be identified and the Contracting Officer determines that those specific technical advantages are worth the amount of premium in price.

The Contracting officer has the right to determine whether two or more technical proposals are "substantially equal" or whether any differences in technical weighting are "significant" for purposes of evaluating the overall merit of proposals.



**FEDERAL PROCUREMENT DATA SYSTEM (FPDS)  
INDIVIDUAL CONTRACT ACTION REPORT (ICAR) (SF 279)**

**DRAFT**

02/19/04

- NOTE: 1. For this form, column 1 defines the item name and description if appropriate.  
2. For this form, column 2 depicts the item number for the item name (column 1).  
3. For this form, enter the appropriate response in column 3.  
4. For this form, blank item # means subheading information only.

<u>ITEM NAME</u>	<u>ITEM #</u>	<u>RESPONSE</u>
REPORTING AGENCY CODE (FIPS 95)	1.	1528
CONTRACT NUMBER <span style="float: right;">ACD-4-C-0001</span>	2.	<del>ACD-4-C-0010</del>
MODIFICATION NUMBER	3.	
CONTRACTING OFFICE ORDER NUMBER	4.	
CONTRACTING OFFICE CODE	5.	CRACD
ACTION DATE (YYYYMM) <span style="float: right;">200401</span>	6.	<del>200303</del>
TYPE OF DATA ENTRY A = Original, B = Deleting, C = Correcting	7.	A
REPORT PERIOD (YYYYQ)	8.	20034
KIND OF CONTRACT ACTION A = Initial Letter Contract, B = Definitive Contract Superseding Letter, C = New Definitive Contract, D = Purchase Orders/BPA Calls Using Simplified Acquisition Procedures, E = Order Under Single Award Indefinite Delivery Contract, F = Order Under BOA, G = Order/Modification Under Federal Schedule Contract, H = Modification, J = Termination for Default, K = Termination for Convenience, L = Order Under Multiple Award Contract.	9.	C
DOLLARS OBLIGATED OR DEOBLIGATED THIS ACTION <u>Whole Dollars</u>	10.	<del>000000000</del> 21,390,764
TYPE OF OBLIGATION A = Obligated, B = Deobligated * Initial Load of Requirements Contract/Option Exercise	11.	*
PRINCIPAL PRODUCT OR SERVICE CODE	12.	S216
PRINCIPAL NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM	13.	922140
COMMERCIAL ITEM ACQUISITION PROCEDURES Y = Yes, N = No	14.	N
CONTRACTOR NAME	15.	Correctional Services Corporation
CONTRACTOR IDENTIFICATION NUMBER (DUNS)	16.	825622251
PRINCIPAL PLACE OF PERFORMANCE (FIPS 55) State City	17A.	48 99163
FOREIGN COUNTRY (FIPS 10)	17B.	
CONTRACT FOR FOREIGN GOVT. OR INTERNATIONAL ORGANIZATION Y = Yes, N = No	18.	N
USE OF EPA DESIGNATED PRODUCTS A = EPA-designated product or products were purchased and all contained the required minimum recovered material content, B = EPA-designated product or products were purchased without the required minimum recovered material content and a justification was completed based on inability to acquire the products(s) competitively within a reasonable time, C = EPA-designated product or products were purchased without the required minimum recovered material content and a justification was completed based on inability to acquire product(s) at a reasonable price, D = EPA-designated product or products were purchased without the required minimum recovered material content and a justification was completed based on inability to acquire the product(s) to reasonable performance standards in the specifications, E = No EPA-designated product(s) were required	19A.	E
USE OF RECOVERED MATERIAL AND WASTE REDUCTION CLAUSES A = Recovered Material and Waste Reduction Clauses, B = No Clauses Included	19B.	B
PERFORMANCE-BASED SERVICE CONTRACTING (PBSC) Y = Yes, N = No	20.	Y
BUNDLING OF CONTRACT REQUIREMENTS Y = Yes, N = No	21.	N
COUNTRY OF MANUFACTURE (FIPS 10)	22.	US

**FEDERAL PROCUREMENT DATA SYSTEM (FPDS)  
INDIVIDUAL CONTRACT ACTION REPORT (ICAR) (SF 279) (Cont'd)**

**DRAFT**

<u>ITEM NAME</u>	<u>ITEM #</u>	<u>RESPONSE</u>
<b>SYNOPSIS OF THIS PROCUREMENT PRIOR TO AWARD</b> A = Synopsized Prior to Award, B = Not Synopsized Due to Urgency, C = Not Synopsized for Other Reason.	23.	A
<b>TYPE OF CONTRACT OR MODIFICATION</b> A = Fixed-Price Redetermination, J = Fixed-Price, K = Fixed-Price with Economic Price Adjustment, L = Fixed-Price-Incentive, R = Cost-Plus-Award-Fee, S = Cost-No Fee, T = Cost Sharing, U = Cost-Plus-Fixed-Fee, V = Cost-Plus-Incentive, Y = Time and Materials, Z = Labor Hours	24.	J
<b>CICA APPLICABILITY</b> A = CICA Applicable, B = Purchase Orders/BPA Calls Using Simplified Acquisition Procedures, C = Subject to Statute Other Than CICA, D = Pre-CICA, E = Commercial Item Acquisition Procedures Under Test Program	25.	A
<b>SOLICITATION PROCEDURES (Complete only if Item 25 = A)</b> A = Full and Open Competition - Sealed Bid, B = Full and Open Competition - Competitive Proposal, C = Full and Open Competition - Combination, D = Architect - Engineer Procedures, E = Basic Research, F = Multiple Award Schedule, G = Alternative Sources, H = Reserved, J = Reserved, K = Set-Aside, L = Other Than Full and Open Competition	26.	A
<b>AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION (Complete only if Item 26 = L)</b> A = Unique Source, B = Follow-on Contract, C = Unsolicited Research Proposal, D = Patent/ Data Rights, E = Utilities, F = Standardization, G = Only One Source - Other, H = Urgency, J = Mobilization, Essential R&D Capability or Expert Services, K = Reserved, L = International Agreement, M = Authorized by Statute, N = Authorized for Resale, P = National Security, Q = Public Interest	27.	
<b>NUMBER OF OFFERS RECEIVED (Complete Only if Item 25 = A or E)</b> A = 1, B = 2-5, C = 6-10, D = 11-15, E = 16-20, F = 21-50, G = Over 50	28.	B
<b>EXTENT COMPETED</b> A = Competed Action, B = Not Available for Competition, C = Follow-On to Competed Action, D = Not Competed	29.	A
<b>TYPE OF CONTRACTOR</b> A = Small Disadvantaged Business, B = Other Small Business, C = Large Business, D = JWOD Nonprofit Agency, E = Educational Institution, F = Hospital, G = Nonprofit Organization, H = Reserved, J = Reserved, K = State/Local Government, L = Foreign Contractor, M = Domestic Contractor Performing Outside US, U = Historically Black College/Universities or Minority Institution (HBCU/MI)	30.	C
<b>WOMEN-OWNED BUSINESS</b> Y = Yes, N = No	31.	N
<b>HUBZONE SMALL BUSINESS CONCERN</b> Y = Yes, N = No	32.	N
<b>HUBZONE PROGRAM</b> A = HUBZone Sole Source, B = HUBZone Set-Aside, C = HUBZone Price Evaluation Preference Award, D = Combined HUBZone Preference/Small Disadvantaged Business Price Adjustment, E = Not Applicable	33A.	E
<b>SMALL DISADVANTAGED BUSINESS PROGRAM</b> A = 8(a) Contract Award, B = 8(a) with HUBZone Priority, C = SDB Set-Aside, D = SDB Price Evaluation Adjustment, E = SDB Participating Program, F = Not Applicable	33B.	F
<b>OTHER PREFERENCE PROGRAMS</b> A = Directed to JWOD Nonprofit Agency, B = Small Business Set-Aside, C = Buy Indian, D = No Preference Program or Not Listed, E = Very Small Business Set-Aside	33C.	D
<b>HUBZONE PRICE EVALUATION PREFERENCE PERCENT DIFFERENCE</b>	33D.	
<b>SMALL DISADVANTAGED BUSINESS PRICE EVALUATION ADJUSTMENT PERCENT DIFFERENCE</b>	33E.	
<b>SUBCONTRACTING PLAN (Small, Small Disadvantaged, and Women-Owned Small Business)</b> A = Required, B = Not Required	34.	A

**DRAFT****INDIVIDUAL CONTRACT ACTION REPORT (ICAR) (SF 279) (Cont'd)**

ITEM NAME	ITEM #	RESPONSE
<b>SUBJECT TO LABOR STATUTES</b> A = Walsh-Healey Act, B = Reserved, C = Service Contract Act, D = Davis-Bacon Act, E = Not Subject to Walsh-Healey, Service Contract, or Davis-Bacon Acts	35.	C
<b>ESTIMATED CONTRACT COMPLETION DATE (YYYYMM)</b> 201003	36.	<del>200908</del>
<b>CONTRACTOR'S TIN</b>	37.	192750792
<b>COMMON PARENT'S NAME</b>	38.	
<b>COMMON PARENT'S TIN</b>	39.	
<b>VETERAN-OWNED SMALL BUSINESS (VOSB)</b> A = Service Disabled Veteran Owned Small Business, B = Veteran Owned Small Business, C = Not Veteran Owned Small Business	40.	C
<b>MULTIPLE AWARD CONTRACT FAIR OPPORTUNITY</b> A = Fair Opportunity Process, B = Urgency, C = One/Unique Source, D = Follow-On Contract, E = Minimum Guarantee	41.	A
<b>SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM</b> (Applicable to AGR, DOD, DOE, DOI, DOT, EPA, GSA, HHS, NASA, and VA)		
<b>DEMONSTRATION PROGRAM</b> Y = Yes, N = No	42.	
<b>EMERGING SMALL BUSINESS</b> Y = Yes, N = No	43.	
<b>EMERGING SMALL BUSINESS RESERVE AWARD</b> Y = Yes, N = No	44.	
<b>SIZE OF SMALL BUSINESS</b> Number of Employees A = 50 or less, B = 51 - 100, C = 101 - 250, D = 251 - 500, E = 501 - 750, F = 751 - 1,000, G = Over 1,000 OR Average Annual Gross Revenue M = \$1,000,000 or less, N = \$1,000,001 - \$2,000,000, P = \$2,000,001 - \$3,500,000, R = \$3,500,001 - \$5,000,000, S = \$5,000,001 - \$10,000,000, T = \$10,000,001 - \$17,000,000, Z = Over \$17,000,000	45.	
<b>FUNDING AGENCY</b>	46A.	1528
<b>FUNDING AGENCY - DODAAC</b>	46B.	
<b>FUNDING AGENCY - COMMERCIAL ITEM CATEGORY</b> A = Commercially Available Off-The-Shelf Item, B = Other Commercial Item, C = Nondevelopmental Item, D = Noncommercial Item, E = Commercial Service, F = Noncommercial Service	46C.	F
<b>FUNDING AGENCY - REASON FOR PURCHASE</b> A = Convenience and Economy, B = Expertise, C = Specifically Authorized, D = Authorized by Executive Order, E = Modification or Extension, F = Other	46D.	
<b>FUNDING AGENCY - CLINGER-COHEN ACT</b> Y = Yes, N = No	46E.	
<b>OPTIONAL REPORTED DATA ELEMENTS</b>	47.	
<b>48A. PRODUCT/SERVICE DESCRIPTION</b>		
Detention Services		
<b>48B. INITIAL ENTRY OF REQUIREMENTS CONTRACT (DOLLARS = 0) Y = YES N = NO</b>		N
<b>48C. OPTION EXERCISE Y = YES N = NO</b>		N
<b>49. CONTRACTING OFFICER OR REPRESENTATIVE</b>		
<b>A. TYPED NAME</b>	<b>TELEPHONE</b>	<b>D. DATE SUBMITTED</b>
	<b>C. AREA CODE NUMBER</b>	
RICHARD R. SALLEE, CONTRACT SPECIALIST	214-905-5392 EXT 94	

IMMIGRATION AND  
NATURALIZATION  
SERVICE

U.S. DEPARTMENT OF JUSTICE



HOLD ROOM DESIGN  
STANDARDS

ABRIDGED EDITION

FACILITIES AND ENGINEERING BRANC

NOVEMBER 199

ATTACHMENT 1

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## STANDARDS

### Design Criteria

The purpose of the document is to provide users, managers, and designers guidelines needed for the design and construction of hold rooms, consistent with Immigration and Naturalization Service (INS) Standards For Detention.

Construction described by these standards should be considered the minimum acceptable level to provide comfort, security and durability. Where justified, the use of more secure or durable materials should be considered.

These criteria are intended to apply to new, permanent hold rooms. When existing space is being converted for holdroom use, more durable and escape-proof materials must be added to attain the security level required. Some hold room features should only be provided on as-needed basis when requested by INS. These items are followed by the notation: "if required."

Facilities may contain one or more hold rooms, as required by the anticipated average hold room population.

Hold rooms, and the facilities in which they are located, shall conform to the proper fire and life-safety requirements of the National Fire Protection Association and other national or local governing codes and regulations and be accessible to the handicapped.

Approval of Headquarters Engineering (HQENG) is required prior to deviating from the minimum standard requirements indicated in this document when acquiring hold space from any source. Designs must be submitted to HQENG for review prior to construction.

The standards are for internal INS guidance only. As such, their use shall not prevent INS from acquiring the most suitable space available through contract detention services or lease, when construction or renovation is not feasible. No deviation in and of itself shall give rise to any cause of action against the United States.

### General Guidelines

#### Hold Room

A hold room is a temporary but secure confinement area, for which the custodial period is usually ten hours or less, where arrested persons are held while their identity is being ascertained, or prior to release, adjudication, or transfer to another facility.

### Space Requirements

The smallest hold room must contain a minimum of 80 square feet of unencumbered space excluding toilet fixture(s) and furniture. In terms of design, a minimum of 20 square feet per person will be required, based upon anticipated average hold room population.

Males and females must be kept in separate hold rooms. Young children remain with their mothers. Juveniles are held separately, space permitting.

A single occupancy cell will have a minimum unencumbered space of 60 square feet. Single cells are required for maximum security detainees. This applies when detainees are held no longer than ten hours per day and have access to a day room. When confinement exceeds ten hours per day, there will be at least 80 square feet of total floor space per occupant.

Each detainee confined to a cell/room for 10 or more hours daily must be provided a sleeping area. A sleeping area contains a mattress 12 inches off the floor; a writing surface and proximate area to sit; storage for personal items; and a place to suspend clothes.

Unencumbered space is usable space that is not encumbered by fixtures or furnishings.

Multiple occupancy rooms/cells provide at least 20 square feet of unencumbered space per person. Detainees are not confined in the hold rooms for longer than ten hours per day and have access to a day room at other times. Temporary holding rooms shall be equipped with benches which provide sufficient seating for all occupants at capacity and security type toilet-lavatory with hot and cold water, and a drinking fountain.

When used for minimum or moderate security detainees, multiple occupancy rooms shall house no more than 50 detainees each who are screened prior to admission for suitability to group living.

### Physical Characteristics

In general, all hold rooms must have the following characteristics:

1. Minimum space, as defined above.
2. No beds; a hold room is not designed for sleeping.
3. Furniture must be solid and secured to wall or floor.

### Basic Types

Two basic categories can be identified, as follow:

1. Type A: Hardened Hold Rooms - the most securely constructed and equipped in order to handle detainees who tend to show violent behavior. These are located in Service Processing Centers (SPC), Border Patrol Stations (BPS), District Offices (DO), District Sub-Offices, and Traffic Check Points.
2. Type B: Regular Hold Rooms - for more passive detainees. While built to provide secured containment, this type is designed to give the appearance of a waiting room rather than a jail. These hold rooms are generally located at ports of entry. When violent cases are encountered, the persons should be held in the nearest BPS, SPC, DO, or local jail.

### Construction: Type A

Materials must provide maximum durability and security since violent or criminal offenders may be apprehended.

- Recommended Size: Unencumbered space of 200 square feet (male), 140 square feet (female), and 140 square feet (juvenile).
- Walls: Reinforced concrete masonry units (CMU), carried deck-to-deck, or slab-to-slab. No exposed gypsum board, and no flammable material. Where a CMU wall is not feasible, an alternate method can be used. Install 20 gauge galvanized sheet metal panels on 1/2" plywood on steel stud framing 16" O.C.. One example is when a check-point is required on a leased site, and therefore is liable to be dismantled and again reassembled.
- Modesty Panel: CMU, secured with reinforcing bars to floor. An alternate method is 1/2" plywood or expanded metal over stud framing covered with 20 gauge stainless or galvanized steel.
- Floor: Concrete, sloping towards a floor drain, with easily washable, but non-skid finish.
- Ceiling: Concrete, metal pan, or cement plaster on metal lath. No exposed gypsum board.
- Observation Window: Required on door and adjacent wall to provide a full view of each point in the room. Shall consist of polycarbonate glass or glazing plastic or tempered glass with embedded wire mesh. When window on door is wide, add iron bars to preclude unwanted vistas out of holding. Provide a closure over the view window.



- Door: Extra heavy duty metal door and frames, swinging outward, controlled by key from outside.
- Plumbing: Stainless steel combination lavatory-drinking fountain-toilet (combo). Floor drain, tamper proof. Hose bibb outside the hold room. No shower.
- Air Supply and Ventilation: 100% outside air, tamper proof grilles. Ducts over 8 inches in any dimension must have barrier bars.
- Electrical: Maximum security detention type, tamper proof, recessed light fixture(s), controlled by a switch outside the hold room. No electrical outlets.
- Accessories: Recess in wall or in the combo to receive toilet paper roll. No separate toilet paper holder. Pay telephone outside, in the processing area close to hold room door, one per 24 detainees. No accessories which could be used by detainees for inflicting injury to self or others.
- Sprinkler: To be connected to the facility sprinkler system.

Construction: Type B

Materials must provide moderate durability and security.

-Recommended size: Unincumbered space: Male 200 square feet, female 140 square feet, and juvenile 140 square feet.

-Walls

- a. Un-reinforced CMU, carried deck-to-deck, or slab-to-slab.
- b. Gypsum board painted, over 1/2" plywood or expanded metal over steel stud framing, where masonry is not available. Usually at airports.
- c. 20 gauge galvanized sheet metal over gypsum board over steel studs. Used in ports of entry and border checkpoints.

-Modesty Panel

- a. CMU
- b. Gypsum board painted, over 1/2" plywood or expanded metal over stud framing.
- c. 20 gauge galvanized steel metal over gypsum board over studs.

Secure the panel to the floor, and deck above, with metal posts. Bottom of panel must be above the floor level, so that head and feet of user are visible .

- Floor: Vinyl tile in airport hold rooms. Otherwise, use concrete, sloping toward a floor drain.
- Ceiling: Concrete, metal pan, or cement plaster on metal lath. No exposed gypsum board.
- Observation Window: Required on door and adjacent wall to provide a full view of each point in the room. Shall consist of tempered glass with embedded wiremesh. To preclude unwanted views out of the holding room, provide a closure over the view window.
- Door: Extra heavy duty metal door 16 gauge and frame, swinging outward, controlled by key from outside.
- Plumbing: Porcelain toilet and lavatory and stainless steel drinking fountain. Floor drain. Provide a hose bibb outside the hold room. Sprinkler connected to the facility sprinkler system. No shower. When only one cubicle is provided, the toilet seat must have the proper length, width, and height above the floor to accomodate a person in a wheel chair.
- Ventilation: 100% outside air, tamper proof grilles. Ducts over 8 inches in any dimension must have barrier bars.
- Electrical: Minimum security detention type, tamper proof, recessed light fixture(s), controlled by a switch outside the hold room. No electrical outlets.
- Accessories: Recess in wall or in the combo to receive toilet paper roll. No separate toilet paper holder.
- Sprinkler: To be connected to the facility sprinkler system.

#### Requirements for the Disabled

The Americans with Disabilities Act (ADA) requires that all public and common use restrooms be accessible to the disabled. Provisions must be made in all hold rooms, as indicated below:

1. One of the toilet stalls must be accessible to the disabled. Where only one cubicle is provided, this must be accessible.
2. Where a door is indicated for the toilet stall, it must have the proper width and must swing out.
3. A grab bar must be installed inside the toilet stall which is designated for the disabled.

4. The toilet stall must have the proper width.
5. The toilet seat itself must have the proper length, width, and height from the floor in order to accommodate a person in a wheelchair. This applies to the combination unit as well as to the porcelain enamel fixture - floor mounted or wall mounted. Acorn penal ware, for example, has a model with the toilet seat 19" off the floor. This complies with ADA requirements.
6. Where an independent drinking fountain or lavatory is indicated, the top must have the proper height from the floor.

### ARCHITECTURAL REQUIREMENTS

#### Walls

Carry walls beyond ceiling to structural elements, from slab-to-slab or deck-to-deck.

1. Concrete block, two finish coats of polyester-epoxy paint (Fed. Spec. TT-C-SYS) over recommended filler and primer coats.
2. Where trade is available, smooth cement plaster 3/4" thick, applied to metal lath and steel studs and spaced not over 16" centers. Two finish coats of polyester-epoxy paint (Fed. Specs. TT-C-545) over manufacturer's recommended primer coats.
3. Gypsum board and sheet metal layered construction, consisting of (1) 1/2" plywood attached to steel studs spaced not over 16" on centers, (2) 20 gauge galvanized sheet metal barrier adhered to first gypsum layer and (3) 1/2" finished plywood and two finish coats of polyester-epoxy paint (Fed. Spec. TT-C-545) over manufacturer's recommended primer coats. Include fiberglass sound attenuation barrier between studs if room is adjacent to noise-sensitive area. For exterior wall use concrete block.
4. Plywood and sheet metal - 1/2" plywood lined with 20 gauge galvanized sheet metal on steel stud framing 16" O.C..
5. Modesty panel must be securely fastened. It may be either metal with frame supports extending from floor to ceiling or concrete masonry units. However, the masking area must be permanent, tamper-proof and no higher than 46 inches. All edges and corners must be rounded. Leave space between panel and floor so that feet of user are visible.
6. Openings above ceilings must not exceed 8" X 8". If wider than 8", a security barrier must be added.

### Floors

1. Smooth troweled concrete (sloped to a floor drain if room is connected to plumbing). Surface is to be treated with a concrete sealer-hardener to prevent dusting and absorption.
2. All floors shall slope towards floor drain(s) for ease and efficiency of cleaning. This is required for both types A & B hold rooms.

### Ceilings

Ceilings must be escape proof and must be as high as possible to discourage tampering with lights, etc. Optimum height 10 to 16 feet. Minimum height 9 feet, unless an existing facility has a lower ceiling.

1. Exposed cast-place or pre-cast structural concrete ceiling with polyester-epoxy paint finish.
2. Galvanized acoustical metal ceiling, with sound absorbing characteristics.
3. Where the trade is available, smooth cement plaster 3/4" thick applied over metal lath and ceiling framing. Polyester-epoxy paint finish.
4. Gypsum board over 1/2" plywood or expanded metal attached to steel ceiling framing. This can be used only when ceiling is out of detainee reach.
5. Plywood 1/2" thick plus 20 gauge galvanized sheet metal.

### Observation Windows

Design factors include: degree of detention required, as determined by a detainee's classification and length of sentence, possibility of contraband passages, detainee accessibility to glazing, daylight requirements, and maintenance. These factors determine the type of window, parts, and window anchorage. In addition, the design factors will dictate whether tool resisting detention bars are necessary, the type of security glazing, and whether security or detention screen should be incorporated.

The preferred location for the hold room is an inside space with no exterior window. Glazing shall be impact-resistant wire glass, laminated, or plastic polycarbonate glazing in accordance with local building codes. Glazing strips shall be tamper-proof and located outside of the hold room. Particular attention must be

given to window anchorage to ensure security. Use anodized aluminum or steel where greater corrosion protection is desired. Provide a closure on the hallway side.

### Doors

1. Door frames shall be fabricated from 16 or 14 gauge welded steel and have an integral stop and trim. All corners shall be mitered and welded. Fabricate with concealed stiffeners, reinforcement, and edge channels. All exposed fasteners shall have countersunk, vandal-proof heads. Provide three silencers on strike jamb of the frame. Locate three wall anchors per jamb at hinge and strike levels. Grout frame solid.
2. Doors shall be extra heavy duty stile and rail 1 3/4" thick in flush panel design. It shall be mortised, reinforced, drilled, and taped to receive mortise hardware. Stiles and rails shall be of 16 gauge steel, mitered, reinforced with channels, face welded, and ground smooth at the corners. Panels shall be 16 gauge steel, bonded to one pound density structural foam with a thermosetting adhesive. Comply with the Steel Door Institute's recommended Specifications. Provide institutional, full mortise hinges with Non-removable pins.
3. Doors and frames shall have a factory-applied rust-inhibitive primer.
4. Observation panel shall be 6" x 16", glazed with 1/4" plastic polycarbonate glazing MR-4000, wire or laminate glass, as approved. Mount on door shall be secured with tamper-proof flush stops.
5. Door shall swing out of hold room and be provided with a door pull on the door face outside the hold room.
6. Reinforcing for full-mortise type butts shall be mounted on 10 to 12 gauge continuous vertical channel welded to the edge of the door and shall be not less than 3/16" x 1 1/2" x 10".
7. A pocket shall be made in each door with mortise locks.
8. Hardware reinforcement shall include the perimeter channel additional reinforcement, with a 3/16" mounting plate, drilled and tapped to receive screws.

### Access Doors

When located inside the hold room, access doors must be security type as required by trades needing access to concealed equipment. Doors and frames shall be 12 gauge, #4 Satin finish. Provide 2"

exposed flange around perimeter of frames installed in masonry and furnish frames with adjustable metal masonry anchors. Door to have concealed piano hinge, set to open 175 degrees. Buff exposed surfaces to #4 satin finish. Provide one detention-grade deadbolt lock per access door. Key all locks alike, furnishing 2 keys per lock. Standard access doors may be used when located outside the hold room.

### Hardware

Detention type hardware is required, as indicated specifically below. Finish of visible parts to match finish of other building hardware.

Hinges - Three 4 1/2" x 4 1/2" heavy duty ball bearing type with non-removable pins (NRP).

Locks - Detention cylinder deadlock, heavy duty, keyed one side. Deadlocks in both locked and unlocked position. Include lock mounting plates, escutcheons, mortise strike with cover. The 1/8" removable steel protection plate over the lock cutout shall be surface-mounted with security screws.

Note: At specific locations, INS detention officials may request similar locks keyed both sides, electric locks, or other features.

Door Pull Staple pull, overall length 8 5/8".

Door Stops/Wall Bumpers - Floor stops: Dome type 1 3/8" high or as required to meet applicable conditions.

Closer - Surface mounted hydraulic with full range adjustment and backcheck control. Closer not required for one-occupant hold rooms.

## PLUMBING

### Plumbing System

All fixtures must be totally vandal-proof; there can be no attachments to the wall that can be fashioned into weapons. Projections such as a shower heads must be shaped to preclude their usage as a suicide hanging device.

Hold Room plumbing requirements shall be coordinated with the building plumbing system, including supply, waste, and vent piping.

Drainage from the Hold Rooms shall be isolated from that of other areas until it has passed through a trash trap.

The building shall use one house sewer downstream from the trash trap; which shall either make interception with the municipal or

county main, or will ingress into a septic system. The installation shall be made in compliance with the city, county, and/or state plumbing codes.

All drainage piping serving detainee areas shall be extra-heavy weight, cast-iron soil pipe and fittings. Joints shall be either lead-and-oakum caulked or gasketed, as determined by the A/E. Install cleanouts in sufficient number that drain augers can be conveniently used on any part of the drainage system. The installation shall be made in compliance with the Cast-Iron Soil-Pipe Institute Engineering Manual.

#### Plumbing Design and Fixture Selections

Plumbing fixtures shall be of two types, as follows:

Type I: Maximum Security: High-Impact, type 304 stainless steel, penal type.

Type II: Minimum Security: Hospital/Institutional/commercial grade, durable vitreous china or enameled cast iron.

Type I shall be used in Hold Rooms in Service Processing Centers, Border Patrol Stations, District Offices, District Sub-offices and Traffic Checkpoints.

Type II shall be used in Hold Rooms in Airports and Ports of Entry.

#### General Plumbing Notes

1. Energy consideration for plumbing fixtures and system shall be made. Specify water-saving features such as flow control fittings on lavatories, showers, and sinks. Use non-hold open flushometers and low water consumption water closets. Use self-closing push button operated valves for all fixtures.
2. Fixtures shall be sanitary and free from cracks or crevices that can harbor disease and odor causing bacteria.
3. Compliance with the Americans with Disability Act is required in the selection and installation of fixtures and accessories, as applicable.
4. When possible, all plumbing fixtures shall be wall-mounted and securely fastened from the rear. This requires an accessible pipe chase in back of the fixture. Valves and flow controls must be accessible to provide service from the pipe chase without disturbing the connecting piping. Install water service valve in all water lines (hot and cold) to the fixture. Each water closet or each back-to-back pair of water closets shall be provided with an accessible cleanout.

5. Hot water supply to lavatories and showers shall be thermostatically controlled to limit water temperature to 100 degrees Fahrenheit. In year-round warm climates, and in short-term confinement, only cold water may be supplied to lavatories.

6. Valves and fittings shall be securely fastened from the rear and keyed in place to prevent rotation.

#### Plumbing Fixtures

Type I. This fixture shall be fabricated of type 304 stainless with flushing rim. Either blow-out or siphon jet type - self-closing flush valve with code-approved vacuum breaker. All Type I fixtures shall be seamless welded stainless steel. Exposed surfaces shall be free from sharp or rough edges, projections, removable fittings, or attachments. Surfaces shall be polished to a #4 satin finish.

Combination fixture can be left or right offset, straight, or angled bowl to suit the design of the architect.

The lavatory should be push button, have self-closing valves with 1/2 gpm flow control, be welded, seamless, 14 gage, type 304 stainless steel. All exposed parts polished to a #4 finish.

Type II. Water closet, lavatory, drinking fountain, or urinal. Fixtures shall be institutional grade, vitreous china or enameled cast iron. All fixtures shall have push-button self-closing valves securely mounted in the rear of the fixture.

#### Miscellaneous Fixtures and Accessories

Floor Drains. Floor drains shall be selected for severe services and also debris laden water. Cover shall be hinged, vandal-proof of cast iron fabrication. Sediment bucket shall be large size. The drains shall be not less than four inches. The trap shall be equipped with a trap primer if deemed necessary by the design engineer. Installation of all floor drains shall be closely coordinated with the structural design of the building. The floor surface shall slope in all directions toward the floor drain. The screws holding cover shall be ground down and filled with lead.

Hose Bibbs. Provide a recessed, stainless steel hose bibb box, with locking covers, in the vicinity of the hold room for hosing the floor.

Security Mirrors. Mirror shall be 20 gage chrome-plated steel with 1/2" thick fiberboard backing. Frame shall be seamless 14 gage, type 304 stainless steel.



Sprinkler System. Sprinkler heads in hold rooms shall be coordinated with the building sprinkler system. The hold rooms system shall be isolated from the building system, with a shut off valve, clearly labeled, serving the hold room zone. Sprinkler heads designed specially for detention facilities shall be specified.

Liquid Soap System. Consideration should be given to installation of a centralized, pressurized liquid soap system, designed for penal service.

The drawings shall be sealed and signed by a professional engineer, registered in the state where the building will be constructed.

### MECHANICAL SYSTEMS

#### Heating, Ventilation, and Air Conditioning (HVAC)

The HVAC system for Hold Rooms shall be a zone of the system serving the detainee sector of the building. The A/E shall make a cost study analysis to ascertain what type system should be installed with emphasis upon low first costs and efficient operation. He should also study and give consideration to other types and be able to discuss the relative merits and costs of each with the HQENG, who will seek the concurrence of the using service.

The design criteria for Hold Rooms shall be: 78 degrees fahrenheit dry bulb (DB), 50% relative humidity(RH) Summer, 72 degrees fahrenheit DB, 30% RH Winter. Outdoor air requirements: 15 cfm/person, or in accordance with current standards of the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) whichever is less. Noise Loudness Level: 40 decibel (db) or less.

All HVAC air inlets and outlets must be totally vandal-proof. There can be no attachments to the walls or ceilings that can be removed and fashioned into a weapon; or a projection that can be used for a suicide hanging device.

#### Air Inlets and Outlets

Grilles, registers and diffusers shall be designed and fabricated for usage in correction/detention/penal facilities. The face shall be fabricated using cold rolled steel, 3/16" thick for Maximum Security, 1/8" thick for Minimum Security. Each unit shall be of welded construction and shall meet, or exceed, the ANSI or ASTM Standard Specifications for Detention Area Use.

Supply units shall be 1-, 2-, 3-, or 4-way directional throw (as required) to provide a uniform air supply free of drafts throughout the area. This shall be a responsibility of the Mechanical Design Engineer.

### Air Distribution System

All duct runs shall be constructed of galvanized sheet metal, fabricated and installed in accordance with "HVAC Duct Construction Standards - Metal and Flexible" by SMACNA, Inc. Exceptions will be minimum lengths of double-wall, insulated flexible duct to serve as connectors from the sheetmetal ducting to the terminal devices. All supply ducting shall be wrapped with insulation to conserve energy, to eliminate condensate and to reduce noise.

### Calculations for the HVAC System

Heat gain summations and the air conditioning process shall be accomplished using the psychometric diagrams to illustrate the particular process. These work sheets shall be made available to HQENG upon submitting the 50% phase of the work. The equipment selection, and/or specifications for, shall be based upon these psychometric calculations.

The calculations shall be made, and the HVAC drawing shall be stamped and sealed by a professional engineer registered in the state where the building will be constructed.

Security barriers in the form of grilles shall be installed in ducts which have sizes of 8 inches or more and as such, permit escape through them by a detainee.

## ELECTRICAL

### General

The electrical system required for hold rooms shall be coordinated with the building's electrical system. Following is an outline of the criteria to be adhered to in designing the electrical system for hold rooms:

1. Use only vandal proof detention type fluorescent light fixtures.
2. Light fixtures are to be controlled from outside the hold rooms.
3. No electrical outlets inside the hold rooms.
4. Lighting level shall be not less than 20 foot candles at 30" above the floor.
5. Light fixtures shall have emergency power backup.

### Standard Light Fixtures

Medium-security surface-mounted fluorescent fixture, 12" x 48", with 16 gauge rolled steel housing; continuous hinged flat door with tamper-proof screws; sandwiched acrylic/polycarbonate vandal resistant lens. Characteristics: 40 Watts, 2 Lamps (F 40 T 12 RS/ww), energy-saving ballast. Fixture shall be shatter-resistant.

### Maximum Security Fixtures

Maximum-security recessed florescent fixture, 12" X 24", with 16 gauge rolled steel housing, continuous hinged flat door with tamper-proof screws; sandwich acrylic/polycarbonate vandal resistant lens. Characteristics: 40 Watts, 2 lamps (f20 T12 ww/Ts) and energy-saving ballast. Fixture shall be shatter-resistant.

Vandal-resistant surface-mounted fluorescent fixture, 8" x 50", with 16 gauge rolled steel housing; molded 1/8" polycarbonate lens secured with tamper-proof screws. Characteristics: 40/100 Watts, 1 or 2 Lamps (F40T12), energy-saving ballast. Fixture shall be shatter-resistant.

Provide electric power for the door locks, where required by design, by extending a conduit from the control room through the hold room ceiling, extending to a point above the door.

## FURNITURE AND FURNISHINGS

### General

Special detention type furniture and furnishings will be required for the hold rooms. The style and material for these items shall be as approved.

### Bench Seat

Allow 18" seating width per detainee. Concrete or steel type could be selected, subject to INS approval. In any case, the bench shall be secured to the floor. Details are illustrated in the Appendix.

For concrete, provide necessary reinforcing, formwork, and finish work required to fabricate concrete bench shown. Comply with American Concrete Institute and Concrete Reinforcing Steel Institute Standards. Slump not to exceed 3" and compressive strength to be 3000 psi for 28 days. Apply 3 coats of concrete sealer after concrete has completed curing. Provide smooth, rubbed finish not later than one day after form removal.

Chair-Bench Seating

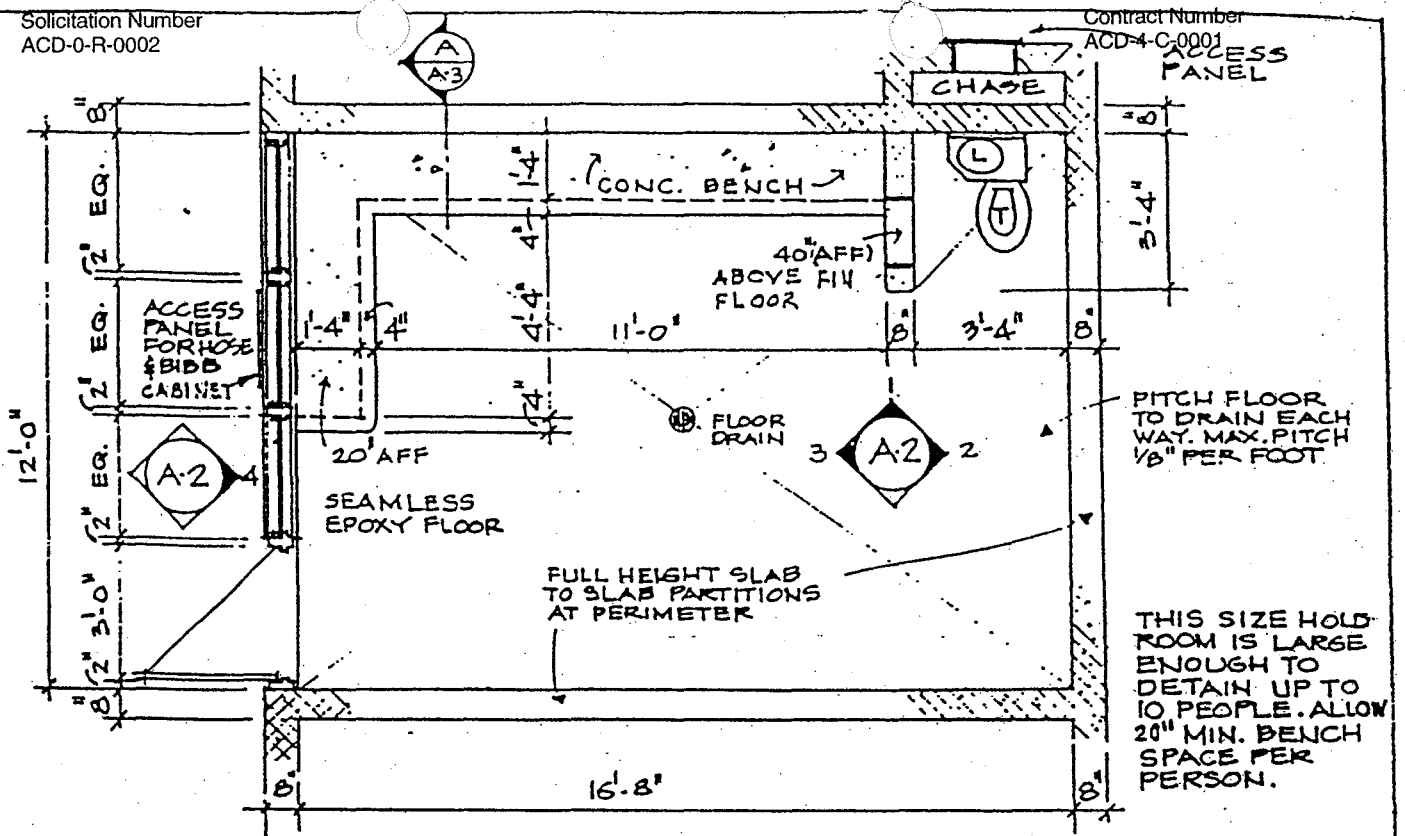
This is an alternate seating when the hold room is located at an airport. At airports, seating may be transit-lounge type of steel or fiberglass.

Observation Mirror

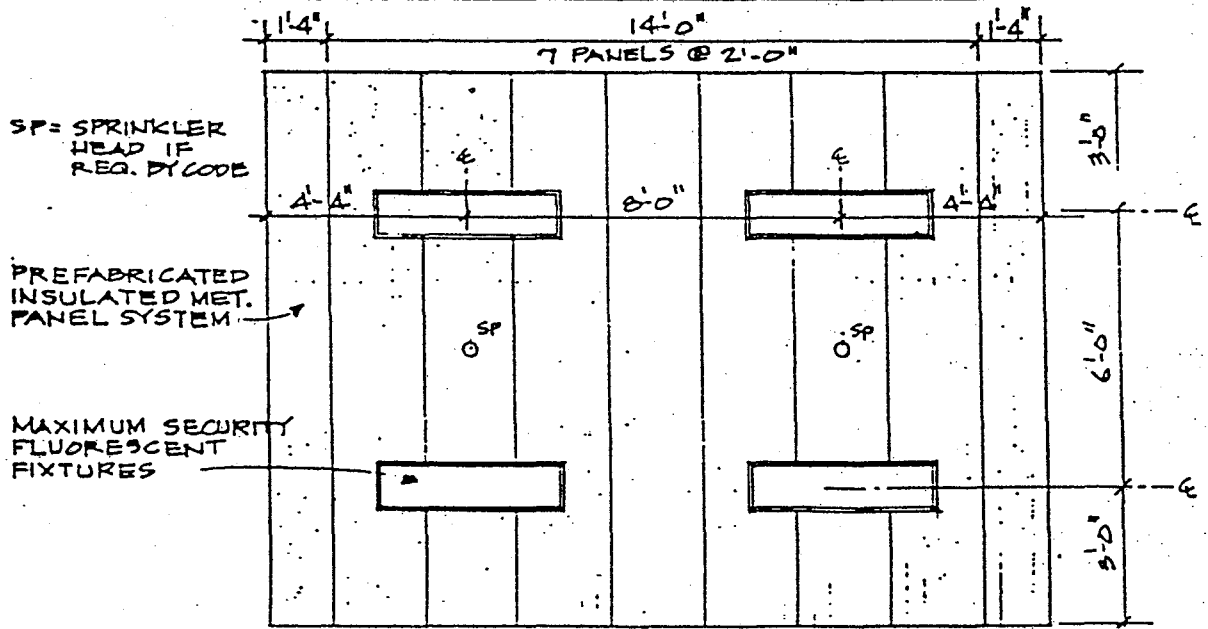
Should all parts of the hold room not be visible from outside, provide convex mirror securely fastened to ceiling or wall, located at the rear of the hold room and positioned to provide visual contact with area not seen from door view window. Mirror(s) shall be 26" in diameter or larger, rigidly constructed and securely fastened to wall to prevent removal or tampering by the occupants. Mirror shall be plexiglas as approved by INS.

Plexiglas Mirror. Circular convex mirror, constructed of light weight, shatter-proof plexiglas lenses with baked enamel steel back sealed with a rubber gasket. Provide complete with adjustable swivel and mounting bracket.

*Intercoms*  
*Smoke evacuation*



## FLOOR PLAN



## REFLECTED CEILING PLAN

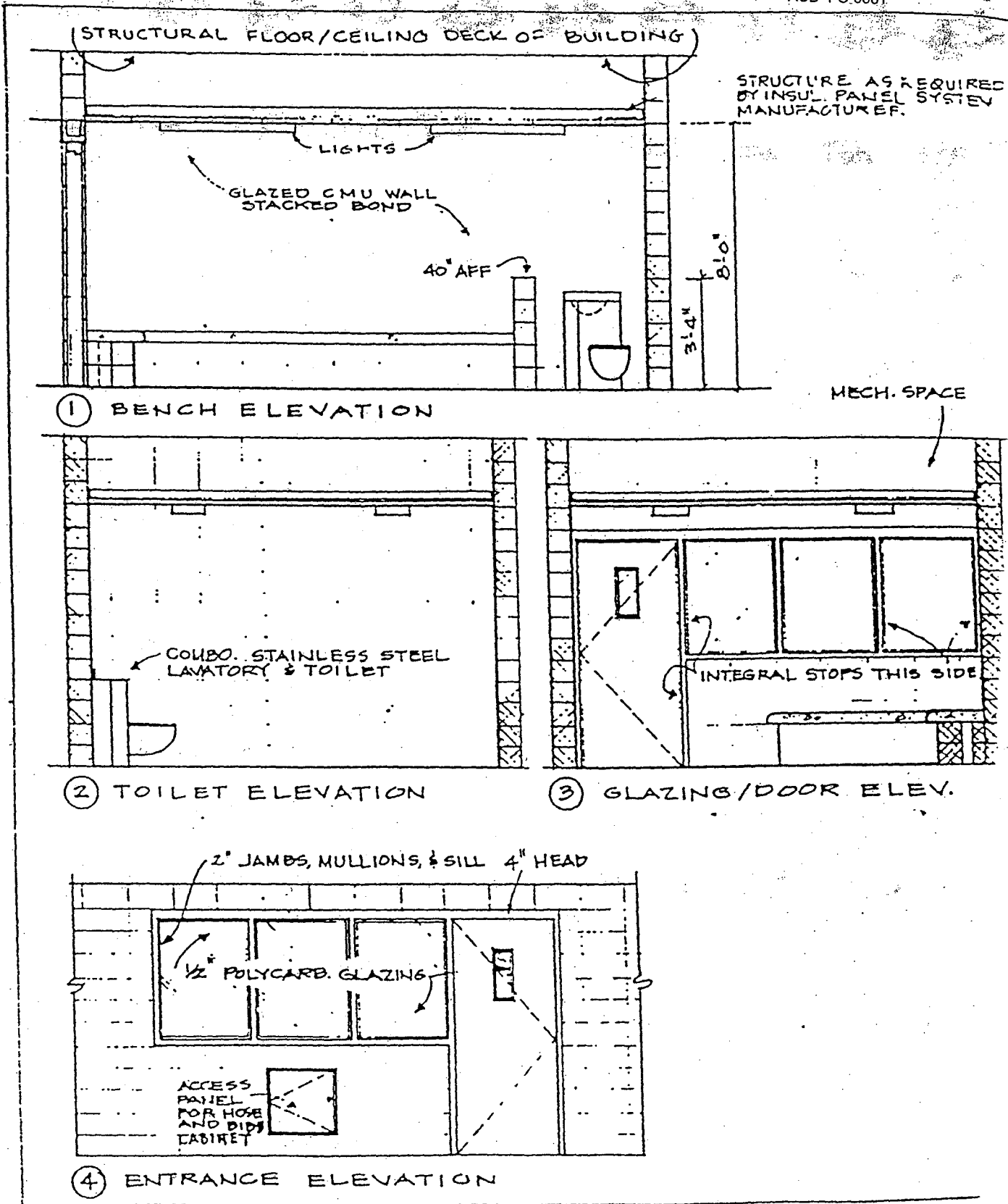
UNITED STATES IMMIGRATION & NATURALIZATION SERVICE  
TYPICAL HOLDROOM FLOOR PLAN + REFLECTED CLG PLAN

DATE: 1 NOV. 1969

SCALE: 1/4" = 1'-0"

OWN BY: EROFAC

A-1



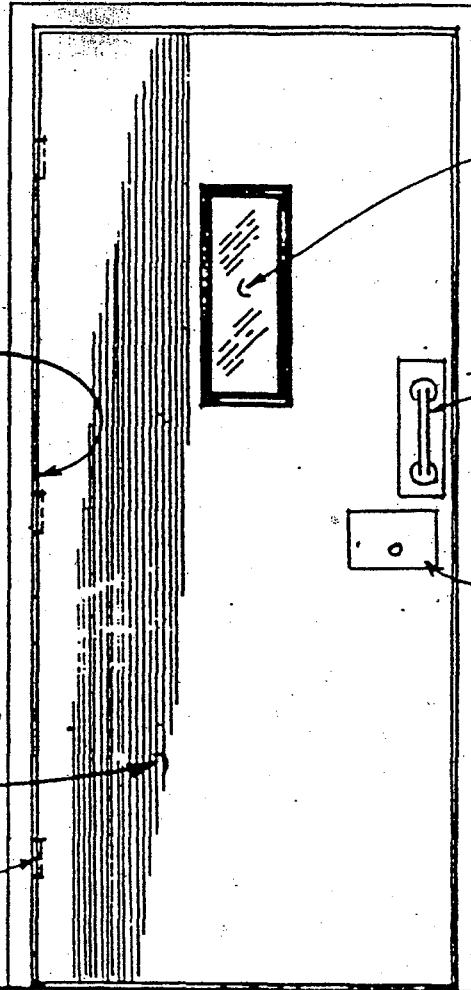
UNITED STATES IMMIGRATION & NATURALIZATION SERVICE  
TYPICAL HOLDROOM - INTERIOR ELEVATIONS

DATE: 1 NOV. 1989	SCALE: 1/4" = 1'-0"	OWN BY: EROFAC
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METAL DOOR FRAME  
SHALL BE FABRICATED  
FROM 16 OR 14 GAGE  
STEEL AND HAVE AN  
INTEGRAL STOP & TRIM.  
GROUT FRAME SOLID

EXTRA HEAVY DUTY  
STILE & RAIL DOOR  
1 3/4" THICK & BE  
MORTISED, REINFORCED,  
DRILLED & TAPPED TO  
RECEIVE MORTISED  
HARDWARE.

PROVIDE INSTITUTIONAL  
FULL MORTISED HINGES  
WITH NON-REMOVABLE  
PINS.



OBSERVATION PANEL -  
GLAZE WITH 1/4" PLASTIC POLY-  
CARBONATE, WIRE OR LAMINATED  
GLASS, AS APPROVED. -  
MOUNTING IN DOOR SHALL  
BE SECURE AND TAMPERPROOF

PULL ON THE DOOR FACE  
OUTSIDE THE HOLD ROOM.

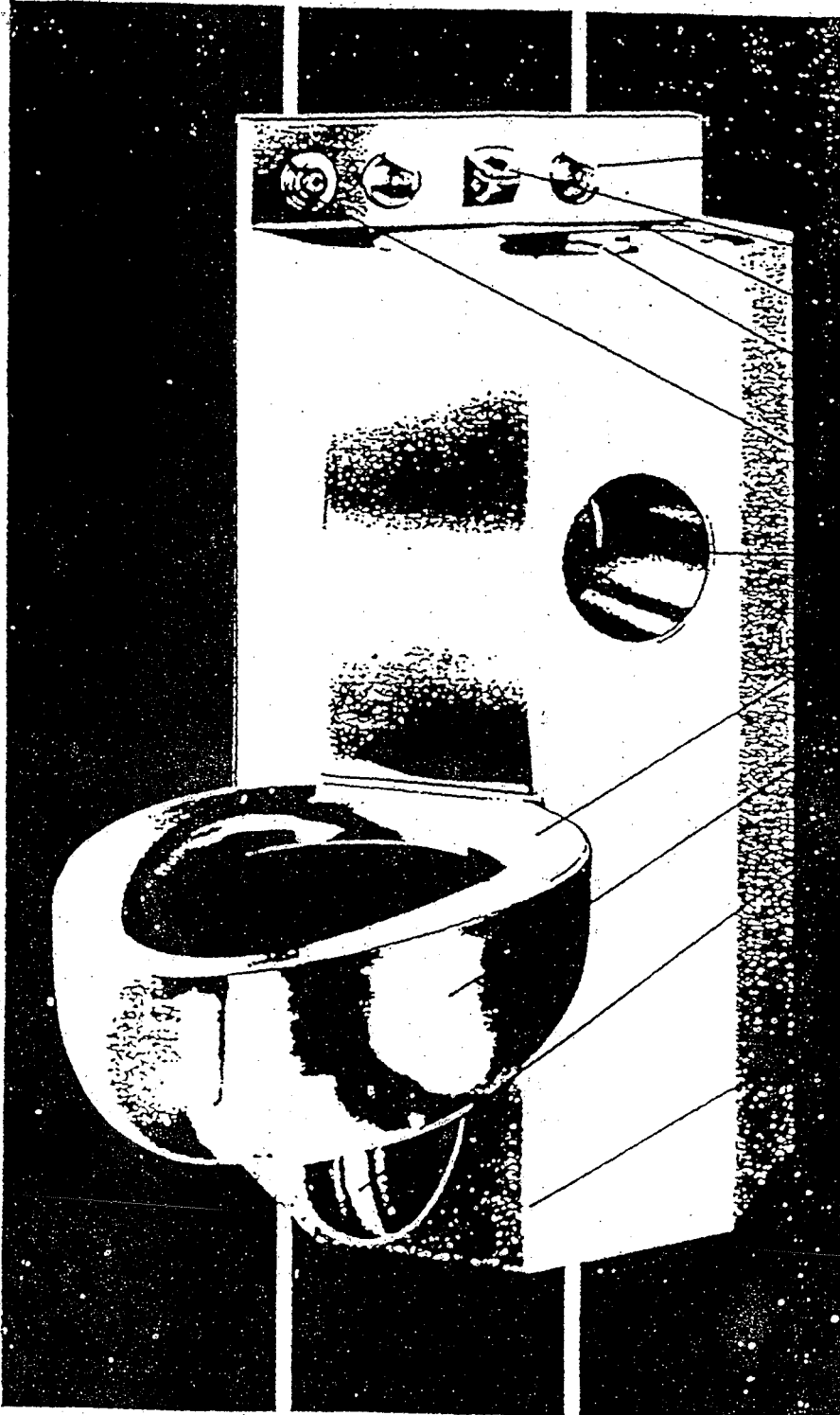
DETENTION DEADLOCK  
KEYED ONE SIDE

## TYPICAL HOLD ROOM DOOR

DETAIL # 1

3/4" = 1'-0"

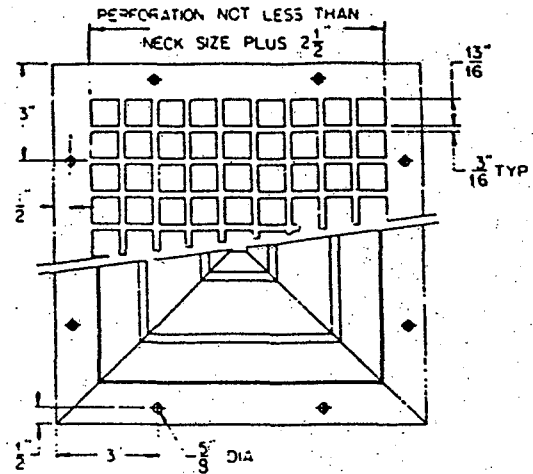
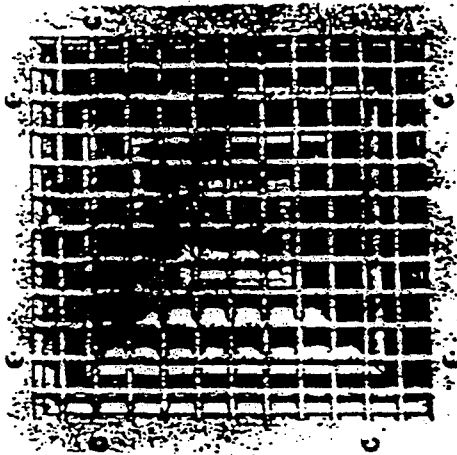
## Features Combination Lavatory/Toilet



- Filler valves keyed to backslash to prevent rotation. Available in self-closing or metering models.
- Filler/bubbler head with 1/2 GPM flow control.
- Formed, self-draining soap dish.
- 14-gauge lavatory bowl available with fast or slow drain feature.
- Push button flush valve (optional).
- Recessed toilet tissue holder (optional).
- Contoured integral seat with high polish #7 finish.
- 14-gauge elongated bowl with self-draining flush rim. Tested to 5,000 pound load.
- Welded trap cover eliminates contraband concealment and provides strength.
- 12-gauge welded cabinet with sound-deadening and fireproof interior insulation.
- All interior piping of seamless stainless steel tubing. Water closet trap passes 2-5/8" spherical solid.



## 1340 Supply or Return Ceiling Diffuser



The Model 1340 diffuser provides a horizontal air pattern with a heavy duty lattice face. It is designed for minimum security applications, providing the needed security without compromising the performance of the diffuser.

### Features

#### Face

12ga. steel face plate with  $1\frac{3}{16}$ " square holes and  $\frac{3}{16}$ " fret

#### Diffuser

Surface mount constructed of steel available in a four way blow pattern

#### Mounting Hardware

Tamperproof screws

#### Standard Finish

49 white

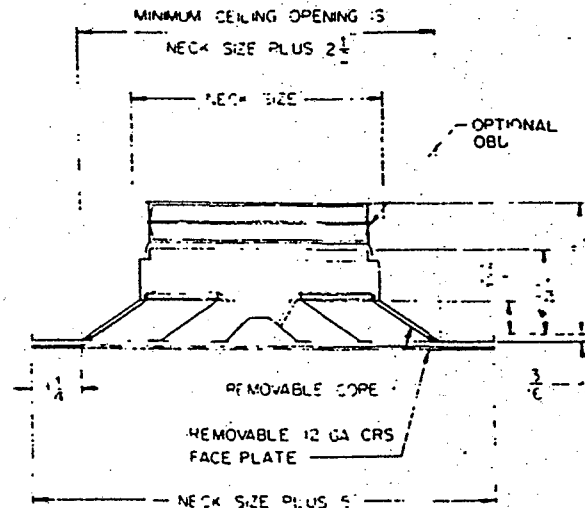
### Options Available

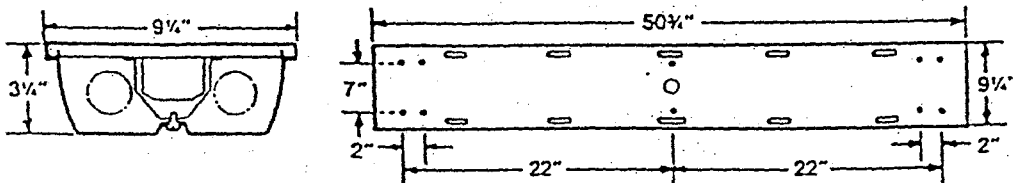
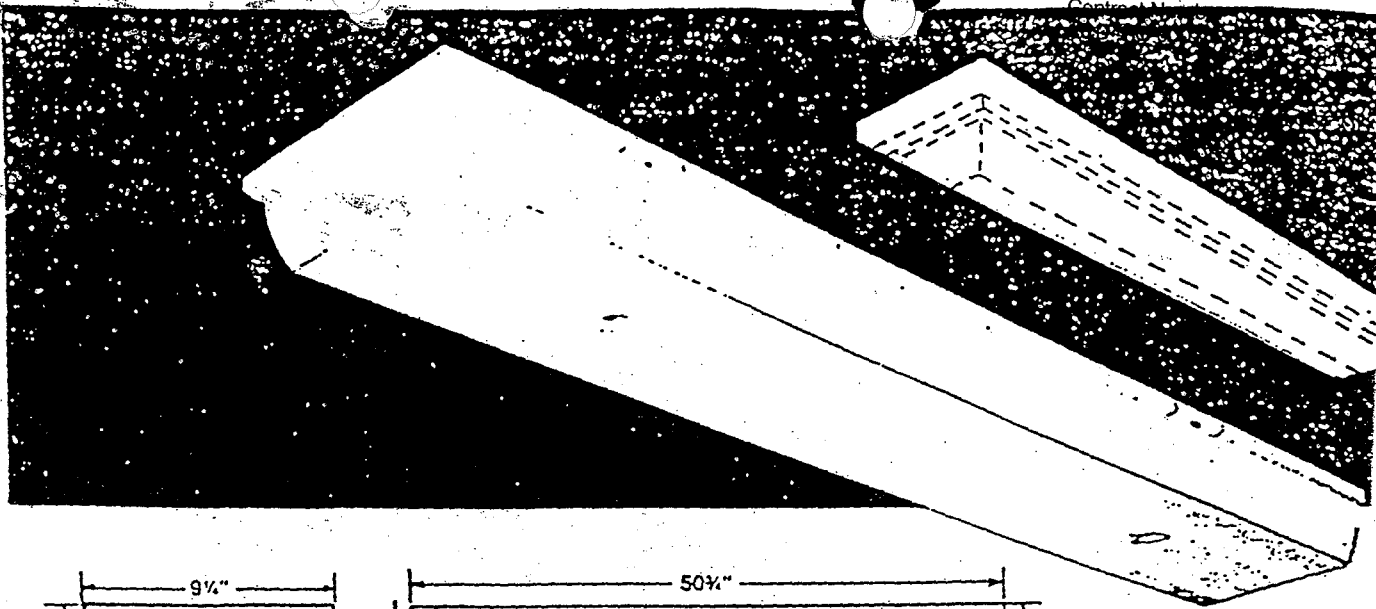
- Round neck adaptor
- Rear operated opposed blade damper
- One, two or three way blow pattern

### Suggested Applications

- Dormitory rooms/cells with night lock down
- Lobby, office, and visiting areas
- Psychiatric facilities

Contact your local Krueger representative for special requirements.





## 7200MS Series 2-Lamp Fluorescent, Maximum Security Fixture

The indestructible 7200MS series is used in over 500 jails and prisons throughout the United States. Especially when installed in cells, the MS series has demonstrated superior performance compared to other fixtures on the market. (See guarantee)

### Exclusive Features

- Specially designed diffuser retention — diffuser tabs engage in backplate to provide 10 additional mounting points.
- Tamperproof retaining clips hold fixture closer to uneven concrete ceiling. Helps prevent inmates from prying fixture from ceiling to store contraband.
- Wraparound lens is low profile — fixture depth is only 3 1/4"
- Lamp sockets are located one full inch from the side of the diffuser so they cannot be knocked loose.

### General Specifications

- Backplate — 16 gauge one piece steel backplate with white baked enamel finish 2" KO for access wiring
- Wireway — 18 gauge steel wireway/ support brace prevents the lens from being pushed into the lamps. Latch system for removing wireway without removing screws
- Diffuser — Unbreakable injection molded polycarbonate is UV stabilized. Typical section thickness is .125"
- Gasket — High quality neoprene rubber. UL listed for damp or wet locations
- Ballast — Two lamp 40 watt R.S. ballast. Standard ballast is 120V 50° CBM-ETL-

HPF Class "P". Uses two F40T 12-R.S lamps (not included).

- Hardware — 6 stainless steel POSIGRIP screws. Two center screws are captive. Four side screws are reinforced with retaining clips.



### Model 7235MS

- Clear prismatic lens has 30% greater efficiency than the opal lens

### Model 7270MS

- Same as 7235MS and with low heat, low energy ballast. When used with low energy lamps, ballast saves up to 25% energy consumption with full light output

### Model 7240MS

- High transmission opal diffuser

### Model 7280MS

- Same as 7240MS but with low heat, low energy ballast for maximum energy efficiency

### Options

- Self contained battery operated emergency system operates 1 lamp for a full 90 minutes when power is disrupted. Includes rechargeable nicad batteries, inverter charger test switch and charging indicator lamp

### Accessories

- Adapter for 1.2" surface conduit (4-7/8" KOs) — 16 ga. steel, 1 1/2" deep (see illustration above)
- Corner mounting adapter — 16 ga. steel, 2-7/8" KOs for 1.2" conduit

### Mounting

Ten (10) 1/4" holes are provided on backplate. We recommend the use of six to mount the fixture

- Six 1/4" x 20 machine screws with masonry anchors to mount in concrete
- Six 1/4" lag screws or toggle bolts for mounting in frame construction

### Ordering Information

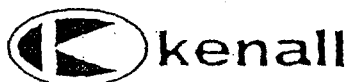
Cat. No.	Description
7235MS	Clear prismatic lens, 120V 50° standard ballast
7240MS	Opal lens, 120V 50° standard ballast
7270MS	Clear prismatic lens, 120V 50° energy saving ballast
7280MS	Opal lens, 120V 50° energy saving ballast

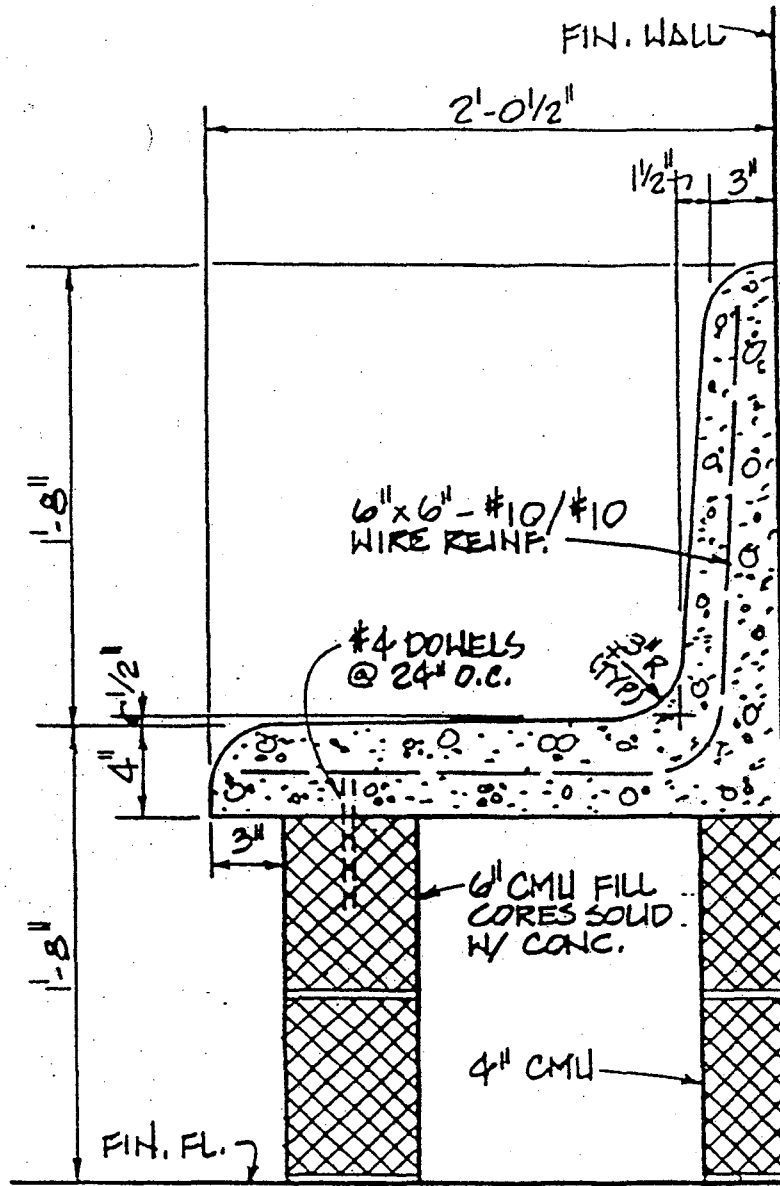
### OPTIONS — Add to catalog Number

-277	277 volt ballast
-0°	0° cold weather ballast
-EL	Emergency lighting pack
-FNL	Fluorescent night light — 8W/7
-FS	In line ballast fuse (HLR/GLF)
-INL	Incandescent night light — 12V only — T-7 15W
-PSA	Vandal-resistant push on/pull off switch with adapter for surface conduit. Consult factory for availability and price.

### Parts & Accessories

682	Corner Mounting adapter
7200A	Adapter for surface conduit
9500	POSIGRIP screwdriver
9124	T-7 15W lamp for (-INL)

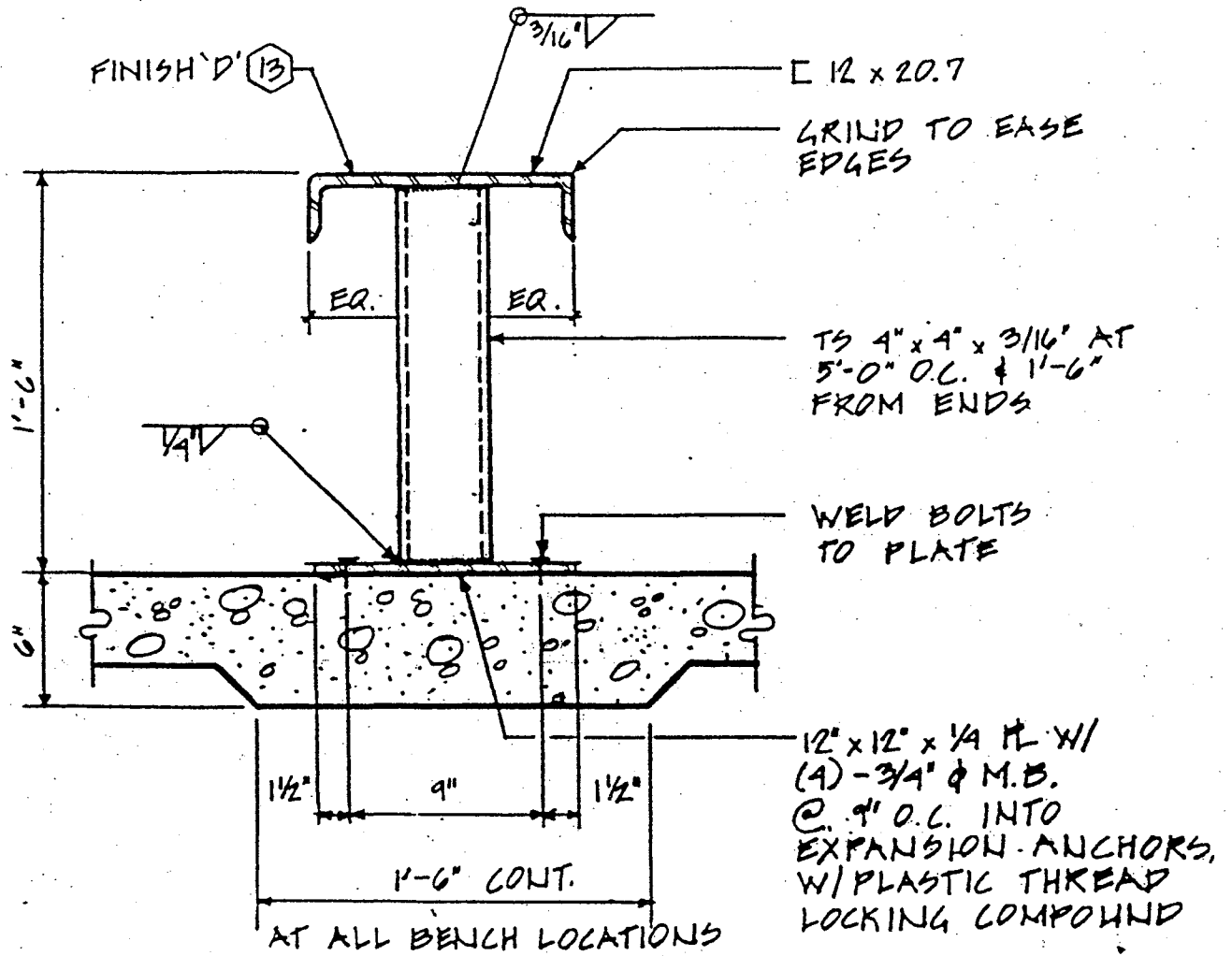




# TYPICAL CONCRETE BENCH DETAIL

1 1/2" = 1'-0"





NOTE : ALLOW 30" WIDTH PER PERSON

# STEEL BENCH DETAIL

1 1/2" - 1'-0"

# D E T E N T I O N   S T A N D A R D S

## DETAINED ALIEN RECREATION POLICY

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- I. PURPOSE:** This policy establishes the recreational standards for programs and activities that will be made available to persons detained by the Immigration and Naturalization Service (INS).
- II. AUTHORITY:** The Attorney General is empowered by Sections 235 and 242 of the Immigration and Nationality Act (INA) and Title 8 United States Code, Section 1252 and 1225, to arrest and take into custody an alien pending a final determination of deportability. Pending a final determination of deportability and release from custody, the Commissioner of the INS, under the Attorney General's delegated authority, is charged with the safe, secure, and humane detention of aliens in INS custody.
- III. POLICY/STANDARD:**
- A. It is the INS' policy to provide access to recreational programs and activities to all INS detainees, to the extent possible, under conditions of security and supervision that protect their safety and welfare.
- B. Compliance with this Policy and related Procedures will be applied in the following manner:
- Part 1  
All Service Processing Centers and INS contract detention facilities.
- Part 2  
All local jails, state facilities, or any detention facility used by the INS and not covered under Part 1.
- C. In addition to complying with Part 1 of this policy, all future INS Service Processing Centers (SPCs) or INS Contract detention facilities will incorporate the use of both indoor and outdoor recreation areas (as defined under this policy) for use by detainees. In addition to complying with Part 2 of this policy, all new and renegotiated contracts and Inter-Governmental Service Agreements (IGSAs) will stipulate that INS detainees be afforded the opportunity to recreate daily.
- D. This policy may be temporarily suspended by order of a Regional Director under emergency circumstances. The Regional Director is required to notify the Executive Associate Commissioners for Operations and Programs for concurrence within 24 hours after this action is taken.

**IV. DEFINITIONS:**

**DISCIPLINARY PANEL** - One or more facility personnel who conduct and/or oversee disciplinary hearings. Disciplinary hearings on rule violations are conducted by an impartial person or panel of persons. A disciplinary hearing is a non-judicial administrative procedure to determine if substantial evidence exists to find a detainee guilty of a rule violation.

**INDOOR RECREATION** - A covered enclosed exercise/recreation area encompassing 15 square feet per detainee for the maximum number of detainees expected to use the space at one time, but not less than 1000 square feet in total.

**INS CONTRACT DETENTION FACILITIES** - INS contract detention facilities are those facilities that provide detention services to the INS under a competitively bid contract. Current INS Contract detention facilities are: Seattle; Denver; Laredo; and Houston.

**OUTDOOR RECREATION** - An outdoor exercise/recreation area encompassing 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 in total.

**SERVICE PROCESSING CENTER (SPC)** - Any facility where the primary operator and controlling party is the INS. Current SPCs are: San Pedro; El Centro; Florence; El Paso; Port Isabel; Krome; Aguadilla; Varick Street, and Boston. Planned Service Processing Centers include Buffalo and San Francisco.

**SPECIAL NEEDS DETAINEE** - A detainee whose mental and/or physical condition requires special handling and treatment by staff. Special needs detainees include, but are not limited to those who are: drug or alcohol addicts or abusers, the emotionally disturbed, mentally retarded, suspected mentally ill, and disabled or infirm.

**SPECIAL MANAGEMENT DETAINEE** - An individual who presents a serious threat to the safety and security of the facility, staff, general detained population, or himself.

**SPECIAL MANAGEMENT UNIT** - A unit housing detainees whose continued presence in the general population poses a serious threat to life, property, self, staff, or other detainees.

**VOLUNTEER CITIZEN/GROUPS** - Individuals or groups who donate time and/or effort to enhance the activities and programs of the agency. They are selected based on their skills and personal qualities to provide services in a variety of activities such as recreation, counseling, education, and religion.

**V. PROCEDURAL GUIDELINES - PART 1: (Service Processing Centers [SPCs] and INS Contract Detention Facilities)**

Every INS Service Processing Center (SPC) or INS contract detention facility shall provide an indoor or outdoor recreation program that includes leisure time activities.

- A. Applicability:** Part 1 applies to SPCs and INS contract detention facilities. It shall be utilized to establish physical plant criteria for new or planned INS detention facilities. It shall be used when considering renewal of an existing contract or detention space agreement.
- B. Responsibility:** A specified full-time employee in each facility with more than 100 detainees shall be designated as the Recreational Specialist. Facilities with a rated capacity of 400 or more detainees shall be required to maintain a minimum of one Recreational Specialist and one Recreation Assistant. The Recreational Specialist shall be responsible for development and oversight of the recreational program under the supervision of the Chief Detention Enforcement Officer or designee appointed by the Facility Administrator.

The Recreational Specialist shall be a full-time employee who has received special training related to carrying out and oversight of a recreational program. The Recreational Specialist shall:

1. Assess the leisure needs and interests of the detainee population.
  2. Maintain recreational facilities and equipment in good condition.
  3. Provide staff supervision for approved recreation activities.
  4. Supervise detainees used as recreation workers. Use of recreation workers shall be at the discretion of each Facility Administrator based on operational needs and security of the facility. Recreation workers shall be screened and shall not supervise other detainees at any time.
  5. Oversee recreation programs for Special Management and Special Needs detainees.
- C. Program Content:** Recreational activities shall be based on the size and location of each facility. Recreational activities are restricted to limited-contact sport activities such as soccer, basketball and volleyball, table games, and sporting competitions between units when approved by the Facility Administrator. All programs and activities are subject to security and operational guidelines for each facility and may be limited at the discretion of the Facility Administrator.



General population housing units with dayrooms shall provide passive activities such as board games, and television. Activity items shall be provided to the detainees once per day. Dayroom activities shall be supervised by detention personnel.

Each detainee shall be afforded the opportunity to participate in daily recreation. A minimum of one hour per day of recreation outside the detainee's living quarters shall be offered. Where available, a minimum of one hour per day, seven days per week, of outdoor recreation shall be offered to each detainee. Each facility has the discretion to offer access to a physical exercise area using a variety of fixed and movable equipment. No free weights of any type shall be provided for detainee use. Weight training, if provided, shall be limited to fixed weight equipment.

If no outdoor recreation is available, the facility will ensure that detainees are offered the opportunity to perform some form of cardiovascular workout. This may be accomplished through placement of cardiovascular exercise machines in the indoor recreation area.

Detention or recreation staff shall issue all portable equipment items. Staff will check all items for damage and the condition of the equipment upon return. Detention staff shall also conduct searches of recreation areas before and after their use to detect altered or damaged equipment, hidden contraband, and security breaches.

Detainees housed in the Special Management Unit (SMU) shall not recreate with the general population. Special precautions shall be taken in those units to ensure that detainees needing separation from each other do not participate in recreation or any other leisure activity at the same location. (For further information, refer to "Recreation for Special Management Unit" section, Page 6)

Staff supervision of all recreation areas shall be constant. Supervising detention personnel shall be equipped with radios to maintain contact with the control center.

Detainees moving to recreation areas from locked cells or housing units shall be searched as necessary to prevent the introduction and passing of contraband.

Detainees shall be allowed to engage in independent recreation activities such as board games and supervised small group activities. These activities are subject to limitations based on the safety and security of the facility and its operational needs.

Television-viewing in dayrooms shall be regulated as needed by each facility. Television viewing schedules are subject to the approval of each Facility Administrator.

Television programming shall be provided on non-premium channels generally available in the local community. Programs shall be in the English language. When available, programming in Spanish, or other languages reflecting the detainee population should be provided.

- D. Recreation for Special Management Unit (SMU):** Detainees assigned to this unit shall be offered one hour of recreation per day, seven days per week. Exceptions may be made when it has been shown a detainee is an unreasonable risk to the facility or its inhabitants, as indicated below.

A detainee segregated for disciplinary reasons may be denied access to recreation upon written determination, by a Disciplinary Panel, that the detainee poses an unreasonable risk to the facility, other detainees, staff, or himself. A detainee who has been segregated for administrative purposes (i.e., special needs detainee, special management detainee, protective custody...) may be denied access to recreation only upon the written authorization of the Facility Administrator or designated representative. Any decision to deny recreation to a detainee must indicate why the detainee poses an unreasonable risk even when recreating alone.

Any detainee denied recreation shall be notified, in writing, of the reason for the adverse action, and the duration of the loss of his recreation privilege. The detainee shall also be notified of the conditions that must be met before restoration of the recreation privilege.

When a detainee is denied recreation, his case must be reviewed at a minimum of every 7 days for the first 60 days, and every 14 days thereafter. Each review will indicate whether the affected detainee still poses a threat to himself, others, or facility security and if so, why the detainee still poses a risk. Denial of the opportunity to recreate for more than 15 days requires the concurrence of the Facility Administrator.

Each facility shall establish procedures for its SMU that ensures compatibility between different groups of detainees assigned to the SMU and who will recreate together. As an example, detainees assigned to the SMU for protective custody shall not recreate with detainees placed for disciplinary reasons. Individual recreation shall be used as necessary to prevent assaults and reduce management problems.

- E. Volunteer Program Involvement:** Individual volunteer groups may provide a special program or religious activity consistent with security considerations, availability of detention personnel to supervise the detainees, and sufficient advance notification to the Facility Administrator or his designee.

All volunteers regardless of their title or position, are subject to a minimal background check, including, but not limited to; criminal history check; verification of identity; occupation; and verification of credentials for type of activity involved.

Each volunteer shall be provided with a standard orientation to the facility and shall sign an acknowledgment of understanding of the facility rules, particularly those addressing permissible behavior and relationships with detainees. Each approved volunteer shall be required to sign a waiver of liability before being admitted to any secure portion of the facility or location where detainees are present. Visitors, relatives, and friends of detainees shall not be allowed to serve as volunteers.

- F. Access to Outdoor Recreation:** In locations where no outdoor recreation is available, the guidelines below shall apply.

It is INS policy that where no outdoor recreation is available, and a detainee has been detained for a period of six months without regular access to outdoor recreation, that detainee's case shall be reviewed by the case officer to determine the detainee's eligibility for a transfer to a facility that provides access to outdoor recreation. The case officer shall make a written recommendation for or against transfer eligibility. A detainee is eligible for transfer when the following criteria are met:

1. A detainee has been in custody for six months without regular access to outdoor recreation (for reasons other than inclement weather) and;
2. The detainee has completed proceedings before the Immigration Judge (IJ) and the IJ has issued a decision concerning deportability or excludability and;
3. The removal or release of the detainee is not likely to occur before the detainee has been in custody for a total of nine months without regular access to outdoor recreation. This may include cases where an appeal has been filed, where it is unlikely that a travel document can be obtained, where the detainee is an aggravated felon and release of the alien is not an option, or any circumstance where it can reasonably be shown the detainee will remain in INS custody for an indeterminate amount of time.

Under these criteria, detainees whose departure or release is imminent shall not be eligible for transfer after six months of detention. Examples include detainees awaiting receipt of travel documents from a foreign consular office or other source within the control of the detainee, and the document is expected to arrive before the detainee has been in custody for nine months without outdoor recreation; or the likelihood exists that a bond or some legal means of release from custody shall be secured within that time period.

The case officer's written determination shall be provided to the Facility Administrator for a decision. A written decision, supporting or denying transfer eligibility will be made by the Facility Administrator consistent with the criteria listed above. Where a detainee is not eligible for transfer, it is the case officer's responsibility to monitor the case for any change in eligibility criteria.

In no case will the total aggregate time in detention exceed nine months in a detention center with no regular access to outdoor recreation, except where the detainee has read and signed a voluntary waiver.

If the Facility Administrator determines that a detainee is eligible for a transfer, the detainee shall be afforded the option to voluntarily transfer to another suitable detention facility selected by the Service when appropriate detention space is available. All documentation regarding the transfer decision shall be placed in the detainee's "A" File.

Detainees shall be afforded the opportunity to waive a voluntary transfer. The case officer shall provide this opportunity in writing to the detainee. The detainee will accept or waive the transfer in writing and the decision shall be placed in the detainee's "A" File. When a detainee is represented by legal counsel or a legal representative and a G-28 or EOIR-28 has been filed, the representative of record shall be notified in writing of the intent to transfer the detainee. The legal representative shall also be notified of the detainee's option to waive a voluntary transfer when offered by the INS.

Should a detainee's case be remanded to the IJ for further proceedings after a detainee has been transferred, the detainee shall be returned at the expense of the District where case venue is established for the continuation of proceedings. All transfers shall be made in a way that ensures sufficient time for the detainee to meet with his legal representative, if represented, to prepare for the hearing.

This policy does not in any way address or limit the rights of the INS to transfer a detainee involuntarily when, in the judgment of the INS, it is in the best interest of the government or the detainee.

**VI. PROCEDURAL GUIDELINES - PART 2: (Local Jails or other detention facilities not covered under Part 1)**

Part 2 of this policy shall be used as criteria when considering the use of local jails and other contract detention space not covered under Part 1.

In general, it is the policy of the INS not to use detention facilities that do not provide for indoor or outdoor recreation of INS detainees. Every effort should be made to locate detention space that provides detainees with regular recreational opportunities. In exceptional circumstances, facilities which provide no recreation may be used for temporary, short-term housing in accordance with the guidelines established in Section C below.

- A. Access to Outdoor and Indoor Recreation Available:** No limitations on length of detention shall be made, based on recreation considerations, when access to both indoor and outdoor recreation (as defined under this policy) is provided routinely to INS detainees. INS detainees shall be offered recreation a minimum of one hour daily.
- B. Access to Indoor Recreation Only:** When access is limited to indoor recreation only, and the detainee has no regular access to the outdoors, the guidelines established in Part 1, Section F, of this policy (Page 7) will apply. Where local jails or other non-INS facilities are used, the Assistant District Director for Detention and Deportation or a Supervisory Deportation Officer will make the final written determination of transfer eligibility of a detainee in INS custody.
- C. No Recreation Opportunities Available:** When neither indoor nor outdoor recreational opportunities are available at a facility, a detainee will be eligible for a transfer to a facility providing recreational opportunities after 45 days.

A 45 day period shall allow for the detainee to contact legal representation if necessary, request a bond redetermination, or request an expeditious deportation or exclusion hearing.

In exceptional circumstances, the 45 day time limit may be exceeded by 15 days. This may occur, for example, when the detainee's removal or release is imminent, or to conclude a deportation or exclusion hearing. In no case will the total time in detention exceed 60 days in a detention facility where no recreational opportunities are available, unless the detainee has been afforded the option to transfer to a facility which provides recreation.

When a detainee becomes eligible for a transfer, the detainee shall be afforded the option to voluntarily transfer to another suitable detention facility selected by the INS when appropriate detention space is available.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. M001		3. EFF. DATE 06/17/2004	4. REQUISITION/PURCHASE REQ. NO. DDP-99-009.J		5. PROJECT NO. (If applicable)	
6. ISSUED BY Department of Homeland Security Immigration and Customs Enforcement Office of Procurement - Dallas 7701 N. Stemmons Freeway Attn: Tony Webb Dallas TX 75247			7. ADMINISTERED BY (If other than Item 6) Department of Homeland Security Immigration and Customs Enforcement Office of Procurement - Dallas 7701 N. Stemmons Freeway Attn: Tony Webb Dallas TX 75247			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Correctional Services Corporation 1819 Main Street Suite 1000 POC: Russell Rau (281) 535 1600 Sarasota FL 34236				9A. AMENDMENT OF SOLICITATION NO.		
CODE				9B. DATED (SEE ITEM 11)		
FACILITY CODE				10A. MODIFICATION OF CONTRACT/ORDER NO. X ACD-4-C-0001 1 --		
				10B. DATED (SEE ITEM 13) 01/26/2004		

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;
  - (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.

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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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 Change the Contractor date to provide detention services.

Contractor requested time extension of 150 days

- 1/26/05 - 2/25/05 = 30
- 2/26/05 - 3/25/05 = 30
- 3/26/05 - 4/25/05 = 30
- 4/26/05 - 5/25/05 = 30
- 5/26/05 - 6/25/05 = 30

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

15A. NAME AND TITLE OF SIGNER (Type or print) Russell S. Rau, Senior Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Anthony D. Webb	
15B. CONTRACTOR/ORDER NO. Russell S. Rau (Signature of person authorized to sign)		19C. DATE SIGNED 6/17/04	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
		10C. DATE SIGNED 6/17/04	

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. M001	3. EFF. DATE 06/17/2004	4. REQUISITION/PURCHASE REQ. NO. DDP-99-009.1	PAGE OF 2	PAGES 2

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

150

Is hereby granted for completion of facility required to provide detention services as prescribed by the contract. Contractor is to be prepared to provide detention services by 6/26/05.

Please note any and all other terms and condition remain the same.

In consideration for this modification agreed to herein as a complete adjustment for the contractor's letter dated 05/10/04 proposal for extension of 150 days, the Contractor hereby releases the Government from any and all liability under this order for further adjustments attributable to such facts or circumstances giving rise to the proposal except for the definitization of this contract.

If you have any questions concerning this Modification, I can be contacted at (214) [b6] or by e-mail at [b6]

2. AMENDMENT/MODIFICATION NO. A002  
 3. EFF. DATE 08/20/2004  
 4. REQUISITION/PURCHASE REQ. NO. PRO-4-0000  
 5. PROJECT NO. (if applicable)

6. ISSUED BY CODE  
 U.S. Dept of Homeland Security  
 U.S. Immigr and Customs Enforcement  
 425 I Street NW  
 Room 2208  
 Washington DC 20536  
 7. ADMINISTERED BY (if other than Item 6) CODE  
 U.S. Immigr and Customs Enforcement  
 Headquarters Procurement Division  
 425 I Street NW  
 Room 2208  
 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  
 Correctional Services Corporation  
 1819 Main Street Suite  
 Suite 1000  
 Sarasota FL 34236  
 9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO.  
 X ACD-4-C-0001 / ---  
 10B. DATED (SEE ITEM 13)  
 CODE 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;
  - (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers.
- FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

NET CHANGES: \$0.00

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

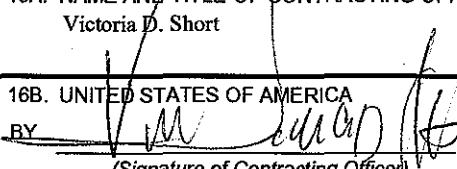
- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)
- E. IMPORTANT: Contractor  is not  is required to sign this document and return \_\_\_\_\_ copies to issuing office.

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

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

1) Change the contract administration office  
 From: Department of Homeland Security (Immigration & Customs Enforcement) Office of Procurement - Dallas 7701 N. Stemmons Freeway Attn: Tony Webb Dallas TX 75247  
 To: Department of Homeland Security Immigration & Customs Enforcement 425 I Street, NW, Rm 2208 Washington, DC 20536.

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  
 BY   
 (Signature of Contracting Officer)  
 16C. DATE SIGNED  
 8/20/04

- Vendor  Official  Requestor
- Receiving  G104 Oblig.  Other



Q0

Q0

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT - Continuation</b>			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. A002	3. EFF. DATE 08/20/2004	4. REQUISITION/PURCHASE REQ. NO. PRO-4-0000	PAGE OF 2	PAGES 2

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

2. The Contracting Officer (CO) is hereby changed from Anthony D. Webb to Jan K. Wisor.

3. The Contract Specialist (CS) is hereby changed from Tony webb to Kathleen Gregory.

Questions regarding this modification contact Kathleen Gregory (202) Contract Specialist

b6

2. AMENDMENT/MODIFICATION NO. P0003  
 3. EFFECTIVE DATE 03/12/2005  
 4. REQUISITION/PURCHASE REQ. NO.  
 5. PROJECT NO. (If applicable)  
 6. ISSUED BY CODE ICE07  
 7. ADMINISTERED BY (If other than Item 6) CODE DHS  
 Immigration and Customs Enforcement  
 425 I Street NW  
 Rm 2208  
 Washington DC 20536  
 Department of Homeland Security  
 HQ Procurement Office  
 425 I Street NW  
 Room 2208  
 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 CORRECTIONAL SERVICES CORP  
 1819 MAIN STREET SUITE 1000  
 SARASOTA FL 342365951  
 9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 X 10A. MODIFICATION OF CONTRACT/ORDER NO.  
 ACD-4-C-0001  
 10B. DATED (SEE ITEM 13)  
 03/12/2005  
 CODE 8256222510000 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.)

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 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: 113182580  
 DUNS Number: 825622251  
 The purpose of this modification is to change the Contract Specialist from Kathleen Gregory to Ronald Jean-Baptise. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 Jan K. Wisor  
 15B. CONTRACTOR/OFFEROR  
 15C. DATE SIGNED  
 16B. UNITED STATES OF AMERICA  
 16C. DATE SIGNED  
 3/18/05  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 06/26/2005	4. REQUISITION/PURCHASE REQ. NO. See Page 3.	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) CORRECTIONAL SERVICES CORP 1819 MAIN STREET SUITE 1000 SARASOTA FL 342365951		9A. AMENDMENT OF SOLICITATION NO. (x)	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. X ACD-4-C-0001	
		10B. DATED (SEE ITEM 13) 01/26/2004	
CODE 8256222510000	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 Page 3 of this modification. Net Increase: \$5,197,722.00

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

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	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:
X	D. OTHER (Specify type of modification and authority) UNILATERAL - FAR 52.222-41 & 52.222-43

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

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

Tax ID Number: 113182580  
 DUNS Number: 825622251  
 FOB: Destination  
 Discount Terms:

See Page 2 and 3 of this Modification for a complete description.

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	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 06/29/05

The purpose of this modification is to issue a Notice to Proceed, incorporate wage grade determinations, incorporate an equitable adjustment, revise the schedule portion of the contract, provide incremental funding and make an administrative change.

1. The Contractor is hereby notified that pursuant to the terms of the Contract they are authorized to proceed with operations at the South Texas Detention Complex located in Pearsall, TX, starting at 12:00AM Central Standard Time on 06/26/05.
2. Department of Labor (DOL) Wage Grade Determination (WGD) No. 1994-2519, Revision #22, dated 03/01/2005, found as Attachment B to this modification, is hereby incorporated into the Base Year of this Contract.
3. The Government hereby accepts the equitable adjustment dated March 14, 2005, from the Contractor in response to the incorporation of DOL WGD 1994-2519 in item 2 of this modification. In consideration of this modification agreed to herein as complete and equitable adjustment for the Contractor's proposal 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 this adjustment.
4. Section B, pages 2 through 7, dated 12-29-03, are hereby revised in accordance with pages 1 through 7, dated 06/22/2005, found as Attachment A to this modification.
5. The Contract Periods of Performance are hereby designated as follows:

BASE PERIOD	06/26/2005 to 06/25/2006
OPTION PERIOD ONE	06/26/2006 to 06/25/2007
OPTION PERIOD TWO	06/26/2007 to 06/25/2008
OPTION PERIOD THREE	06/26/2008 to 06/25/2009
OPTION PERIOD FOUR	06/26/2009 to 06/25/2010

6. The Contract Specialist is hereby changed from Ronald Jean-Baptiste to Robert Manard.
7. Incremental funding in the amount of [REDACTED] b4 is hereby provided for CLIN 0001A, 0001B and 0001C for the period of performance of 06/26/2005 to 09/30/2005.
8. Incremental funding in the amount of [REDACTED] b4 for CLIN 0001C for the period of performance 10/01/2005 to 06/25/2006 is hereby provided in accordance with Federal Acquisition Regulation Clause 52.232-18.

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.

(End of Clause)

- 9. This modification has changed the amount of funds obligated on this Contract from \$0.00 to \$5,197,722.00 for a net increase of \$5,197,722.00.
- 10. This modification has increased the total estimated value of this contract from \$109,018,808.95 to \$115,578,461.70, for an increase of \$6,559,652.80.
- 11. All other terms and conditions of this Contract remain the same.
- 12. Any questions concerning this modification should be addressed to Robert Manard, Contract Specialist, at 202 [REDACTED] b6

**ACCOUNTING & APPROPRIATION DATA**

REQUISITION NUMBER: DRO-05-RQ0373

**CLIN 0001A**

[REDACTED] b2Low \$ [REDACTED] b4

REQUISITION NUMBER: DRO-05-RQ0404

**CLIN 0001A**

[REDACTED] b2Low \$ [REDACTED] b4

REQUISITION NUMBER: DRO-05-RQ0404

**CLIN 0001B**

[REDACTED] b2Low \$ [REDACTED] b4

**CLIN 0001C**

[REDACTED] b2Low \$ [REDACTED] b4

REQUISITION NUMBER: DRO-05-RQ0405

**CLIN 0001C**

[REDACTED] b2Low \$ [REDACTED] b4

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REGISTRATION/PURCHASE REG. NO. 5. PROJECT NO. (if applicable)  
 P00005 11/15/2005 FA0060041A  
 6. ISSUED BY CODE ICE 7. ADMINISTERED BY (if other than Item 6) CODE ICE  
 U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536  
 U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.  
 CORRECTIONAL SERVICES CORP 1819 MAIN STREET SUITE 1000 SARASOTA FL 342365951  
 9B. DATED (SEE ITEM 11)  
 X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001  
 10B. DATED (SEE ITEM 13) 03/12/2005  
 CODE 8256222510000 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 A Net Increase of \$1,813,360.50

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 THE AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority) UNILATERAL - FAR 52.222-41 & 52.222-43

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

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

Tax ID Number: 113182580  
 DUNS Number: 825622251

The purpose of this modification is to reflect the following:

1. Provide incremental funding in the amount of \$1,813,360.50 for adult detention facility for the period of 10/1/05 - 10/31/05. The funding is for CLIN 0001C.
2. This modification has increased the total obligated amount from \$5,197,722.00 by \$1,813,360.50 to \$7,011,082.50.

All other terms and conditions remain the unchanged.  
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 (Signature of person authorized to sign) (Signature of Contracting Officer)  
 11/21/05

**CONTINUATION SHEET**

REFERENCE OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00005

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
CORRECTIONAL SERVICES CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Period of Performance: 6/27/2005 - 6/26/2006</p> <p>Procurement POC: Kelly Waite 202- [REDACTED] b6</p> <p>Program Office POC: Marcos Reyna 210 [REDACTED] b6</p> <p>Invoicing Instructions: Send one original invoice to the Program POC. The Program POC must determine if goods/services have been received and accepted before Dallas Finance Center can process the invoice for payment.</p>				

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If Applicable)

P00006

10/01/2005

See Schedule

6. ISSUED BY

CODE

ICE

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE

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

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

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

9A. AMENDMENT OF SOLICITATION NO.

CORRECTIONAL SERVICES CORP  
1819 MAIN STREET SUITE 1000  
SARASOTA FL 342365951

(x)

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.  
ACD-4-C-0001

10B. DATED (SEE ITEM 11)

03/12/2005

CODE 8256222510000

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)

Net Increase:

\$14,950,047.00

SEE ATTACHMENT A

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

CHECK ONE

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

X

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

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

D. OTHER (Specify type of modification and authority)

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

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

Tax ID Number: Not Available

DUNS Number: 825622251

The purpose of this modification is to reflect the following:

1. Provide incremental funding of \$118,482.00 for adult guaranteed housing at the Pearsall, Texas Detention Facility for the period of 10/01/2005 thru 10/31/2005. This funding is applied to CLIN 0001C.

2. Provide incremental funding of \$1,869,525.0 for guaranteed adult housing at the Pearsall, Texas Detention Facility for the period of 11/01/2005 thru 11/30/2005. This funding is applied to CLIN 0001C.

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)

(Signature of Contracting Officer)

NSN 7540-01-152-8070  
Previous edition unusable

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



CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00006

PAGE OF  
2 3

NAME OF OFFEROR OR CONTRACTOR  
CORRECTIONAL SERVICES CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3. Provide incremental funding of \$12,962,040.00 for guaranteed adult housing at the Pearsall, Texas Detention Facility for the period of 12/01/2005 thru 06/26/2006. This funding is applied to CLIN 0001C.</p> <p>4. This modification has increased the total obligation from \$7,011,082.50 by \$14,950,047.00 to \$21,951,129.50. [Re: FAO060041B/FAO060041C/FAO060041D]</p> <p>The total obligation amount for this modification is \$14,950,047.00.</p> <p>5. INVOICING INSTRUCTIONS: Send one original invoice to the Program point of contact. The Program Official must determine if goods/services have been received and accepted before Dallas Finance Center can process the invoice for payment. FOB: Destination Discount Terms:  <div style="background-color: black; color: white; padding: 2px;">b2Low</div>                      Period of Performance: 06/26/2005 to 06/25/2006                      Delivery Location Code: ICE                      Immigration and Customs Enforcement                      425 I Street NW                      Rm 2208                      Washington DC 20536</p>				
0002	<p>CLIN 0001C. GUARANTEE HOUSING FOR THE PERIOD OF 10/01/05 - 10/31/05. RATE INCREASE OF <div style="background-color: black; color: white; padding: 2px;">b4</div> PER MOD;                      31X525X7.28 = <div style="background-color: black; color: white; padding: 2px;">b4</div>                      CONTINUATION OF PO ACD-4-C-0001.                      Obligated Amount: <div style="background-color: black; color: white; padding: 2px;">b4</div>                      Requisition No: FAO060041B</p> <p>Delivery: 10/31/2005</p>	<div style="background-color: black; color: white; padding: 2px;">b4</div>	EA	<div style="background-color: black; color: white; padding: 2px;">b4</div>	
0003	<p>CLIN 0001C. GUARANTEE HOUSING FOR THE PERIOD OF 11/01/05 - 11/30/05.                      30X525X118.70 = <div style="background-color: black; color: white; padding: 2px;">b4</div>                      Obligated Amount: <div style="background-color: black; color: white; padding: 2px;">b4</div>                      Requisition No: FAO060041C</p> <p>Delivery: 11/30/2005</p> <p>Continued ...</p>	<div style="background-color: black; color: white; padding: 2px;">b4</div>	EA	<div style="background-color: black; color: white; padding: 2px;">b4</div>	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00006

PAGE OF  
3 3

NAME OF OFFEROR OR CONTRACTOR  
CORRECTIONAL SERVICES CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	<p>CLIN 0001C. GUARANTEED HOUSING FOR THE PERIOD OF 12/01/05 - 06/26/06. 208X525X118.70- [REDACTED] b4 CONTINUATION OF PO ACD-4-C-0001. Obligated Amount: [REDACTED] b4 Requisition No: FA0060041D</p> <p>Delivery: 06/26/2006 Procurement POC: Claire J. Cashwell, (202) [REDACTED] b6 DHS/ICE 425 I Street, NW, Room 2208 Washington, DC 20536</p> <p>Program Office POC: Marcos Reyna 210 [REDACTED] b6 DHS/ICE/STDC 566 Veterans Drive Pearsall, TX 78061</p> <p>All other terms and conditions remain unchanged.</p>	b4	EA	b4	

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 5

2. AMENDMENT/MODIFICATION NO.

P00007

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

PRO-06-00000

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

ICE

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)

CODE

ICE

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

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

CORRECTIONAL SERVICES CORP  
1819 MAIN STREET SUITE 1000  
SARASOTA FL 342365951

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

ACD-4-C-0001

10B. DATED (SEE ITEM 11)

03/12/2005

CODE 8256222510000

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)

N/A

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

CHECK ONE

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

X

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

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

D. OTHER (Specify type of modification and authority)

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

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

Tax ID Number: Not Available

DUNS Number: 825622251

The purpose of this administrative modification is to appoint Ruben D. Garza as a COTR for the South Texas Detention Center.

Please see attachment A for complete details.

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)

(Signature of Contracting Officer)

NSN 7540-01-152-8070  
Previous edition unusable

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 ACD-4-C-0001/P00007

PAGE OF  
 2 5

NAME OF OFFEROR OR CONTRACTOR  
 CORRECTIONAL SERVICES CORP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Procurement POC:                      Claire J. Cashwell, (202) [REDACTED] b6                      DHS/ICE                      425 I Street, NW, Room 2208                      Washington, DC 20536</p> <p>Program Office POC:                      Marcos Reyna 210 [REDACTED] b6                      DHS/ICE/STDC                      566 Veterans Drive                      Pearsall, TX 78061</p> <p>Invoicing Instructions: Send one original invoice to the program POC. The program official must determine if goods/services have been received and accepted before Dallas Finance Center can process the invoice for payment.</p>				

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT (if applicable)  
 P00008 04/28/2006 PRO-06-00001

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.  
 THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242

9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001  
 10B. DATED (SEE ITEM 11) 03/12/2005  
 CODE 6127064650000 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)  
 N/A

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Tax ID Number: 65-0043078  
 DUNS Number: 612706465

The purpose of this modification is to reflect the following:  
 1. In reference to The GEO Group Inc. memorandum dated 14 November 2005, The GEO Group Inc. had acquired Correctional Services Corporation (CSC). ICE Office of the Principal Legal Advisor had reviewed and assented to the Merger and License Agreements hereby attached. As a result, the contractor's name under Contract Number ACD-4-C-0001 and all task orders under the same is hereby changed to The GEO Group Inc.

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)  
 B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 (Signature of person authorized to sign) (Signature of Contracting Officer)  
 540-01-152-8070 s edition unusable  
 STANDARD FORM 30 (REV. 10-83)  
 Prescribed by GSA  
 FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR

THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2. Pursuant to the authority of contract clause: "Option to Extend the Term of the Contract - Services" FAR 52.217-9 (MAR 2000), the Contracting Officer hereby exercises Option Year I for the period 26 June 2006 through 25 June 2007.</p> <p>3. The cumulative amount of subject contract is increased by \$22,928,251.05 (Option I) from \$22,702,789.50 (Base) to \$45,631,040.55</p> <p>4. Additional funding to cover the period of 26 June 2006 through 25 June 2007 is subject to availability of funds.</p> <p>5. Funding for this option will be specified on individual task orders.</p> <p>6. All other terms and conditions remain the same.</p> <p>7. Refer any questions regarding this modification to Mr. Ronald Jean-Baptiste, (202) [REDACTED]</p> <p>b6</p> <p>Procurement POC: Ronald Jean-Baptiste, (202) [REDACTED] DHS/ICE 425 I Street, NW, Room 2208 Washington, DC 20536</p> <p>POC: Jay Sparks 210-[REDACTED] Fax 210-231-4571 COTR: Ruben D Garza DHS/ICE/STDC 566 Veterans Drive Pearsall, TX 78061</p> <p>Invoicing Instructions: Send one original invoice to the program POC. The program official must determine if goods/services have been received and accepted before Dallas Finance Center can process the invoice for payment.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

P00009

07/12/2006

FAC060041E

6. ISSUED BY

CODE

ICE

7. ADMINISTERED BY (if other than item 5)

CODE

ICE

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

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

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

THE GEO GROUP INC  
621 NW 53RD ST STE 700  
BOCA RATON FL 334878242

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
ACD-4-C-0001

10B. DATED (SEE ITEM 11)

CODE 6127064650000

FACILITY CODE

03/12/2005

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)

D2Lew

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

CHECK ONE

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

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

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

D. OTHER (Specify type of modification and authority)

X Mutual Agreement of both parties/Email and correspondence dated 07/26/2006.

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: 65-0043078

DUNS Number: 612706465

See Page 2 and Attachment A.

Period of Performance: 06/27/2006 to 06/26/2007

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)

ANDREW D. MARTIN

Contract Compliance

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

Ronald Jean-Baptiste

15B. CONTRACTOR/OFFEROR

GEO Group, Inc.

15C. DATE SIGNED

7-28-06

16B. UNITED STATES OF AMERICA

Ronald E. Baptiste

16C. DATE SIGNED

JUL 26 2006

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 63.243

Contractor: The GEO Group Inc.

The purpose of this modification is to reflect the following:

1. Provide guaranteed housing at the Pearsall, Texas Detention Center Facility for the period of June 26, 2006 thru September 30, 2006.

CLIN 1001C – Guaranteed Housing for the Period of 06/27/2006 through 09/30/2006

b4

b4

The total obligated amount is \$5,329,800.00.

2. Increase the contract's capacity from b4 per year to b4 an increase of b4 beds, See revised Schedule B, Attachment A.

Option I is hereby increased by \$12,402,484.35 from \$21,616,532.30 to \$34,019,016.65

Option II is hereby increased by \$13,294,180.40 from \$21,803,998.80 to \$35,098,179.20

Option III is hereby increased by \$13,692,103.47 from \$22,003,126.15 to \$35,695,229.62

Option IV is hereby increased by \$14,100,182.96 from \$22,204,388.20 to 36,304,571.16

Total ceiling is hereby changed by \$53,488,951.18 from \$109,018,808.95 to \$162,507,760.10

3. Per conversation and e-mail confirmation on 26 July 2006 between the Office Of Acquisition Management, ICE and The Geo Group Inc, Clause 52.216-5 Price Redetermination—Prospective (OCT 1997) is hereby incorporated by reference.

Note

The first period shall extend from the date of this modification through 30 days thereafter and the second period for the remaining contract period of performance.


6. Procurement Point of Contact: Claire J. Cashwell, Contract Specialist, DHS/ICE/Office of Acquisition Management, 425 I Street, NW, Room 2208, Washington, D. C. 20536. Telephone Number: (202) b6

Except as provided herein all other terms and conditions remain unchanged.



**Option Period I: June 26, 2006 - June 25, 2007 (365 days)**

CLIN 1001	Adult Detainees		
CLIN 1002	Adult Detainees		
CLIN 1003	Juvenile Detainees		b4
CLIN 1021	Adult Detainee Wages		
CLIN 1022	On-Call & Remote Post		

Additional Beds Above the  Adult & 20 Juvenile beds available; July 17, 2006 - June 25, 2007 (344 days)

CLIN 1023	Adult Detainees		
CLIN 1024	Adult Detainees		
CLIN 1025	Adult Detainees		b4
TOTAL			

**Option Period II: June 26, 2007 - June 25, 2008 (365 days)**

CLIN 2001	Adult Detainees		
CLIN 2002	Adult Detainees		
CLIN 2003	Juvenile Detention		
CLIN 2021	Adult Detainee Wages		
CLIN 2022	On-Call & Remote Post		b4
CLIN 2023	Adult Detainees		
CLIN 2024	Adult Detainees		
CLIN 2025	Adult Detainees		
TOTAL			

**Option Period III: June 26, 2008 - June 25, 2009 (365 days)**

CLIN 3001	Adult Detainees		
CLIN 3002	Adult Detainees		
CLIN 3003	Juvenile Detention		
CLIN 3021	Adult Detainee Wages		
CLIN 3022	On-Call & Remote Post		b4
CLIN 3023	Adult Detainees		
CLIN 3024	Adult Detainees		
CLIN 3025	Adult Detainees		
TOTAL			

**Option Period IV: June 26, 2009 - June 25, 2010 (365 days)**

CLIN 4001	Adult Detainees		
CLIN 4002	Adult Detainees		
CLIN 4003	Juvenile Detention		
CLIN 4021	Adult Detainee Wages		
CLIN 4022	On-Call & Remote Post		b4
CLIN 4023	Adult Detainees		
CLIN 4024	Adult Detainees		
CLIN 4025	Adult Detainees		
TOTAL			

94.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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1 2

AMENDMENT/MODIFICATION NO. P00010		3. EFFECTIVE DATE 09/07/2006		4. REQUISITION/PURCHASE REQ. NO. FA0060041F		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) THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242				9A. AMENDMENT OF SOLICITATION NO. (X)			
				9B. DATED (SEE ITEM 11)			
				X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001			
				10B. DATED (SEE ITEM 11) 03/12/2005			
CODE 6127064650000		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)

Net Increase:

\$7,999,954.72

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	52.216-18 ORDERING (OCT 1995)

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: 65-0043078

DUNS Number: 612706465

The purpose of this modification is to do the following:

1. Provide funding in the amount of \$7,999,954.72 for adult guaranteed housing at the Pearsall, Texas Detention Facility. This funding applies to CLIN 1001, ADULT DETAINEE.

Option I is funded and the amount currently available under Option I for payment hereunder is limited to \$7,999,954.72. No legal liability in the part of the Government for payment in excess of \$7,999,954.72 shall arise under Option I unless additional 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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Ronald Jean-Baptiste	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		Ronald J. Baptiste	9/18/06
		(Signature of Contracting Officer)	

NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001	<p>available and are incorporated as a modification to this contract.</p> <p>The cumulative total amount presently available for payment by the Government and allotted to the base contract is limited \$29,951,084.22.</p> <p>Except as provided herein all other terms and conditions remain unchanged.</p> <p>Discount Terms:  <div style="background-color: black; color: white; padding: 2px;">b2Low</div>                     Delivery Location Code: DROPEARSALL                      SOUTHWEST TEXAS DETENTION COMPLEX                      566 VETERAN'S DRIVE                      POC: MARCOS REYNA                      PEARSALL TX 78061 USA</p> <p>FOB: Destination                      Period of Performance: 06/27/2006 to 06/26/2007</p> <p>ADULT DETAINEE                      Obligated Amount: \$7,999,954.72</p>				<div style="background-color: black; color: white; padding: 2px; text-align: center;">b4</div>

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)  
 P00011 10/01/2006 FAC070155

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.  
 THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242

9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001  
 10B. DATED (SEE ITEM 11) 03/12/2005  
 CODE 6127064650000 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) Net Increase: \$16,566,921.91  
 b2Low

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

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: 65-0043078  
 DUNS Number: 612706465  
 The purpose of this modification is as follows:

1. Provide additional funding in the amount of \$16,566,921.91 for guaranteed adult housing of detainees at the Pearsall, Texas Detention Facility for the period of 06/27/2006 thru 06/26/2007. This funding applies to CLIN 1001, ADULT DETAINEE. The funds are now available for payment of services.

The cumulative total amount presently available for payment by the Government and allotted to the base contract is increased from \$29,951,084.22 by \$16,566,921.91 to \$46,518,006.13  
 Continued ...

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

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00011

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NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	for the period of 06/27/2006 thru 06/26/2007.  Discount Terms: <span style="background-color: black; color: black;">b2Low</span>				
1002	<del>Delivery Location Code:--DROPEARSALL</del> SOUTHWEST TEXAS DETENTION COMPLEX 566 VETERAN'S DRIVE POC: MARCOS REYNA PEARSALL TX 78061 USA  FOB: Destination Period of Performance: 06/27/2006 to 06/26/2007  ESTIMATED COST OF DETENTION FACILITY FOR ADULT GUARANTEED HOUSING OF DETAINEES Obligated Amount: \$16,566,921.91  Program Office Point of Contact: Marcos Reyna, COTR, Department of Homeland Security, U. S. Immigration and Customs Enforcement, STDC, 566 Veterans Drive, Pearsall, TX 78061; Telephone #210- <span style="background-color: black; color: black;">b6</span>  Procurement Office Point of Contact: Claire J. Cashwell, Contracting Officer, Department of Homeland Security, U. S. Immigration and Customs Enforcement, Office of Acquisition Management, 425 I Street, NW, Room 2208, Washington, D. C. 20536. Telephone: 202- <span style="background-color: black; color: black;">b6</span>  Except as provided herein, all other terms and conditions remain unchanged.		<span style="background-color: black; color: black;">b4</span>		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. P00012		3. EFFECTIVE DATE 04/20/2007		4. REQUISITION/PURCHASE REQ NO. FA0070156 & FA0070156A		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) THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242				9A. AMENDMENT OF SOLICITATION NO. (x)			
				9B. DATED (SEE ITEM 11)			
				X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001			
				10B. DATED (SEE ITEM 11) 03/12/2005			
CODE 6127064650000		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 Net Increase: \$6,349,909.50

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

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

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

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

Tax ID Number: 65-0043078  
DUNS Number: 612706465

- The purpose of this modification is to add funds to CLIN 1002 for the period of October 1, 2006 through September 30, 2007.
- Additional funding is provided in the amount of \$6,349,909.50.
- The cumulative total amount presently available for payment by the Government and allotted to the base contract is increased from \$51,217,915.63 by \$6,349,909.50 to \$57,567,825.13.

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)	
		Johanna Klema	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	4-20-2007

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00012

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NAME OF OFFEROR OR CONTRACTOR

THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002A	<p>4. All other terms and conditions remain unchanged.</p> <p>Discount Terms: [REDACTED] b2Low</p> <p>FOB: Destination</p> <p>Period of Performance: 10/01/2006 to 09/30/2007</p> <p>Additional funds for CLIN 1002: Variable costs for detention. Funding added in the amount of [REDACTED] b4 (unit price of [REDACTED] b4 Man-Days) for the period of performance 01/01/2007 through 09/30/2007. Obligated Amount: [REDACTED] b4</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>[REDACTED] b2Low [REDACTED] b4</p> <p>Funded: [REDACTED] b4</p>	1	EA	[REDACTED] b4	[REDACTED]
1002B	<p>Additional funds for CLIN 1002: Variable costs for detention. Funding added in the amount of [REDACTED] b4 (unit price of [REDACTED] b4 Man-Days) for the period of performance 10/01/2006 through 09/30/2007. Obligated Amount: [REDACTED] b4</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>[REDACTED] b2Low [REDACTED] b4</p> <p>Funded: [REDACTED] b4</p> <p>The Contracting Officer is now Mrs. Johanna Klema, (202) 616-2877, johanna.klema@dhs.gov.</p> <p>Program/Invoice POC: Mr. Marcos Reyna (210) [REDACTED] b6</p>	1	DA	[REDACTED] b4	[REDACTED]

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 11
2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE 06/06/2007	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) THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 612706465000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001	10B. DATED (SEE ITEM 11) 03/12/2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

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

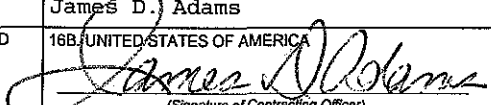
Tax ID Number: 65-0043078

DUNS Number: 612706465

The purpose of this modification is to exercise Option Period Number two to run from June 26, 2007 to June 25, 2008 under the authority of FAR 52.217-9 "Option to Extend the Term of the Contract"

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 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 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  (Signature of Contracting Officer)	16C. DATE SIGNED 6 June 2007



**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00013

PAGE OF  
2 11

NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>this contract beyond September 30, 2007, 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>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 Contract Act -- Price Adjustments (Multiple Year and Option Contracts). Any increase claimed shall be initiated by submitting a rate adjustment proposal, along with detailed supporting price documentation in accordance with the provisions of FAR 52.222.-43.</p> <p>The attached wage determination number 1994-2519 revision number 25 dated 5/14/2006 applies.</p> <p>All other terms and conditions remain the same. Period of Performance: 06/26/2007 to 06/25/2008</p>				

SCA NO: 94-2519 REV-25 ISSUED 05/24/2006

\*\*\*\*\*THIS WD WAS REPLACED WITH FIFTH EDITION OCCUPATIONAL TITLES\*\*\*\*\*

WAGE DETERMINATION NO: 94-2519 REV (25) AREA: TX,RIO GRANDE VALLEY

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2520

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of LaborU.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210William W.Gross Division of  
Director Wage DeterminationsWage Determination No.: 1994-2519  
Revision No.: 25  
Date Of Revision: 05/24/2006

State: Texas

Area: Texas Counties of Brooks, Cameron, Dimmit, Duval, Frio, Hidalgo, Jim Hogg,  
Kenedy, La Salle, Maverick, Starr, Webb, Willacy, Zapata, Zavala

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	7.99
01012 - Accounting Clerk II	8.71
01013 - Accounting Clerk III	9.78
01014 - Accounting Clerk IV	12.45
01030 - Court Reporter	10.43
01050 - Dispatcher, Motor Vehicle	11.28
01060 - Document Preparation Clerk	9.04
01070 - Messenger (Courier)	7.55
01090 - Duplicating Machine Operator	9.11
01110 - Film/Tape Librarian	9.90
01115 - General Clerk I	6.86
01116 - General Clerk II	7.99
01117 - General Clerk III	10.19
01118 - General Clerk IV	11.63
01120 - Housing Referral Assistant	11.90
01131 - Key Entry Operator I	9.00
01132 - Key Entry Operator II	9.82
01191 - Order Clerk I	9.00
01192 - Order Clerk II	9.82
01261 - Personnel Assistant (Employment) I	10.02
01262 - Personnel Assistant (Employment) II	10.70
01263 - Personnel Assistant (Employment) III	11.97
01264 - Personnel Assistant (Employment) IV	13.39
01270 - Production Control Clerk	11.03
01290 - Rental Clerk	10.20
01300 - Scheduler, Maintenance	9.90
01311 - Secretary I	10.62
01312 - Secretary II	11.78

01313 - Secretary III	13.08
01314 - Secretary IV	14.52
01315 - Secretary V	16.12
01320 - Service Order Dispatcher	9.65
01341 - Stenographer I	9.10
01342 - Stenographer II	10.09
01400 - Supply Technician	14.52
01420 - Survey Worker (Interviewer)	10.62
01460 - Switchboard Operator-Receptionist	9.11
01510 - Test Examiner	10.62
01520 - Test Proctor	10.62
01531 - Travel Clerk I	9.47
01532 - Travel Clerk II	10.37
01533 - Travel Clerk III	11.08
01611 - Word Processor I	9.18
01612 - Word Processor II	10.85
01613 - Word Processor III	11.36
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.16
03041 - Computer Operator I	10.16
03042 - Computer Operator II	12.23
03043 - Computer Operator III	14.66
03044 - Computer Operator IV	16.36
03045 - Computer Operator V	18.16
03071 - Computer Programmer I (1)	13.50
03072 - Computer Programmer II (1)	16.72
03073 - Computer Programmer III (1)	20.13
03074 - Computer Programmer IV (1)	25.12
03101 - Computer Systems Analyst I (1)	21.24
03102 - Computer Systems Analyst II (1)	25.17
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.53
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	13.12
05010 - Automotive Glass Installer	11.41
05040 - Automotive Worker	11.41
05070 - Electrician, Automotive	12.19
05100 - Mobile Equipment Servicer	10.13
05130 - Motor Equipment Metal Mechanic	12.83
05160 - Motor Equipment Metal Worker	11.41
05190 - Motor Vehicle Mechanic	12.83
05220 - Motor Vehicle Mechanic Helper	9.62
05250 - Motor Vehicle Upholstery Worker	10.78
05280 - Motor Vehicle Wrecker	11.41
05310 - Painter, Automotive	12.19
05340 - Radiator Repair Specialist	11.41
05370 - Tire Repairer	9.40
05400 - Transmission Repair Specialist	12.83
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	7.23
07010 - Baker	7.69
07041 - Cook I	8.08
07042 - Cook II	8.63
07070 - Dishwasher	6.54
07130 - Meat Cutter	10.65
07250 - Waiter/Waitress	6.75
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	11.99
09040 - Furniture Handler	8.25
09070 - Furniture Refinisher	11.99

09100 - Furniture Refinisher Helper	9.29
09110 - Furniture Repairer, Minor	10.71
09130 - Upholsterer	11.89
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	7.68
11060 - Elevator Operator	6.84
11090 - Gardener	9.19
11121 - House Keeping Aid I	6.48
11122 - House Keeping Aid II	6.84
11150 - Janitor	7.96
11210 - Laborer, Grounds Maintenance	7.44
11240 - Maid or Houseman	6.48
11270 - Pest Controller	11.02
11300 - Refuse Collector	8.26
11330 - Tractor Operator	8.67
11360 - Window Cleaner	8.54
12000 - Health Occupations	
12020 - Dental Assistant	12.02
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
12071 - Licensed Practical Nurse I	12.68
12072 - Licensed Practical Nurse II	14.22
12073 - Licensed Practical Nurse III	15.91
12100 - Medical Assistant	10.95
12130 - Medical Laboratory Technician	12.69
12160 - Medical Record Clerk	11.22
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	7.96
12222 - Nursing Assistant II	8.95
12223 - Nursing Assistant III	9.77
12224 - Nursing Assistant IV	10.95
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.36
12311 - Registered Nurse I	20.35
12312 - Registered Nurse II	24.90
12313 - Registered Nurse II, Specialist	24.90
12314 - Registered Nurse III	30.13
12315 - Registered Nurse III, Anesthetist	30.13
12316 - Registered Nurse IV	36.10
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	15.65
13011 - Exhibits Specialist I	14.46
13012 - Exhibits Specialist II	17.90
13013 - Exhibits Specialist III	21.32
13041 - Illustrator I	14.46
13042 - Illustrator II	17.90
13043 - Illustrator III	21.32
13047 - Librarian	19.83
13050 - Library Technician	9.94
13071 - Photographer I	12.13
13072 - Photographer II	13.56
13073 - Photographer III	16.82
13074 - Photographer IV	19.38
13075 - Photographer V	24.18
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	6.98
15030 - Counter Attendant	6.98
15040 - Dry Cleaner	8.34
15070 - Finisher, Flatwork, Machine	6.98
15090 - Presser, Hand	6.98
15100 - Presser, Machine, Drycleaning	6.98

15130 - Presser, Machine, Shirts	6.98
15160 - Presser, Machine, Wearing Apparel, Laundry	6.98
15190 - Sewing Machine Operator	8.78
15220 - Tailor	9.24
15250 - Washer, Machine	7.42
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	13.84
19040 - Tool and Die Maker	16.75
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	11.00
21020 - Material Coordinator	13.09
21030 - Material Expediter	12.99
21040 - Material Handling Laborer	8.90
21050 - Order Filler	8.43
21071 - Forklift Operator	9.24
21080 - Production Line Worker (Food Processing)	9.29
21100 - Shipping/Receiving Clerk	9.03
21130 - Shipping Packer	9.03
21140 - Store Worker I	8.86
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	11.82
21210 - Tools and Parts Attendant	9.29
21400 - Warehouse Specialist	9.29
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	12.52
23040 - Aircraft Mechanic Helper	9.29
23050 - Aircraft Quality Control Inspector	15.85
23060 - Aircraft Servicer	11.21
23070 - Aircraft Worker	11.23
23100 - Appliance Mechanic	12.88
23120 - Bicycle Repairer	9.40
23125 - Cable Splicer	17.15
23130 - Carpenter, Maintenance	11.71
23140 - Carpet Layer	10.96
23160 - Electrician, Maintenance	12.70
23181 - Electronics Technician, Maintenance I	12.65
23182 - Electronics Technician, Maintenance II	14.54
23183 - Electronics Technician, Maintenance III	17.58
23260 - Fabric Worker	10.35
23290 - Fire Alarm System Mechanic	12.52
23310 - Fire Extinguisher Repairer	10.00
23340 - Fuel Distribution System Mechanic	14.91
23370 - General Maintenance Worker	11.71
23400 - Heating, Refrigeration and Air Conditioning Mechanic	12.33
23430 - Heavy Equipment Mechanic	14.74
23440 - Heavy Equipment Operator	11.41
23460 - Instrument Mechanic	12.52
23470 - Laborer	7.66
23500 - Locksmith	11.71
23530 - Machinery Maintenance Mechanic	13.55
23550 - Machinist, Maintenance	12.32
23580 - Maintenance Trades Helper	9.24
23640 - Millwright	12.52
23700 - Office Appliance Repairer	11.99
23740 - Painter, Aircraft	11.71
23760 - Painter, Maintenance	11.71
23790 - Pipefitter, Maintenance	12.32
23800 - Plumber, Maintenance	11.99
23820 - Pneudraulic Systems Mechanic	12.52
23850 - Rigger	13.04
23870 - Scale Mechanic	11.23

23890 - Sheet-Metal Worker, Maintenance	12.32
23910 - Small Engine Mechanic	12.11
23930 - Telecommunication Mechanic I	14.91
23931 - Telecommunication Mechanic II	15.65
23950 - Telephone Lineman	13.77
23960 - Welder, Combination, Maintenance	12.32
23965 - Well Driller	12.52
23970 - Woodcraft Worker	12.32
23980 - Woodworker	10.00
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.23
24580 - Child Care Center Clerk	9.66
24600 - Chore Aid	6.13
24630 - Homemaker	12.27
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	12.32
25040 - Sewage Plant Operator	11.71
25070 - Stationary Engineer	12.32
25190 - Ventilation Equipment Tender	9.29
25210 - Water Treatment Plant Operator	10.47
27000 - Protective Service Occupations	
(not set) - Police Officer	18.92
27004 - Alarm Monitor	10.56
27006 - Corrections Officer	13.28
27010 - Court Security Officer	14.91
27040 - Detention Officer	13.28
27070 - Firefighter	14.34
27101 - Guard I	8.03
27102 - Guard II	12.84
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	11.42
28020 - Hatch Tender	11.42
28030 - Line Handler	11.42
28040 - Stevedore I	10.37
28050 - Stevedore II	11.65
29000 - Technical Occupations	
21150 - Graphic Artist	14.95
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	12.69
29024 - Archeological Technician II	13.43
29025 - Archeological Technician III	16.56
29030 - Cartographic Technician	16.56
29035 - Computer Based Training (CBT) Specialist/ Instructor	21.24
29040 - Civil Engineering Technician	16.56
29061 - Drafter I	10.63
29062 - Drafter II	11.95
29063 - Drafter III	13.35
29064 - Drafter IV	16.56
29081 - Engineering Technician I	11.39
29082 - Engineering Technician II	12.80
29083 - Engineering Technician III	14.30
29084 - Engineering Technician IV	17.74
29085 - Engineering Technician V	20.42
29086 - Engineering Technician VI	25.48
29090 - Environmental Technician	16.56
29100 - Flight Simulator/Instructor (Pilot)	25.17
29160 - Instructor	19.52
29210 - Laboratory Technician	14.54

29240 - Mathematical Technician	16.56
29361 - Paralegal/Legal Assistant I	13.65
29362 - Paralegal/Legal Assistant II	15.69
29363 - Paralegal/Legal Assistant III	18.12
29364 - Paralegal/Legal Assistant IV	20.90
29390 - Photooptics Technician	16.56
29480 - Technical Writer	24.36
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.83
29493 - Unexploded Ordnance (UXO) Technician III	29.76
29494 - Unexploded (UXO) Safety Escort	20.53
29495 - Unexploded (UXO) Sweep Personnel	20.53
29620 - Weather Observer, Senior (3)	16.36
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.72
29622 - Weather Observer, Upper Air (3)	14.72
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	12.69
31260 - Parking and Lot Attendant	7.41
31290 - Shuttle Bus Driver	10.45
31300 - Taxi Driver	7.08
31361 - Truckdriver, Light Truck	10.30
31362 - Truckdriver, Medium Truck	11.15
31363 - Truckdriver, Heavy Truck	13.26
31364 - Truckdriver, Tractor-Trailer	13.26
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.36
99030 - Cashier	8.20
99041 - Carnival Equipment Operator	7.66
99042 - Carnival Equipment Repairer	8.09
99043 - Carnival Worker	7.37
99050 - Desk Clerk	6.89
99095 - Embalmer	21.69
99300 - Lifeguard	10.52
99310 - Mortician	21.69
99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.49
99500 - Recreation Specialist	11.12
99510 - Recycling Worker	10.35
99610 - Sales Clerk	8.85
99620 - School Crossing Guard (Crosswalk Attendant)	8.67
99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	13.75
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.51
99660 - Surveying Aide	9.35
99690 - Swimming Pool Operator	9.84
99720 - Vending Machine Attendant	8.67
99730 - Vending Machine Repairer	9.84
99740 - Vending Machine Repairer Helper	8.67

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; and 3 weeks after 10 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 eight paid holidays per year: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor 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) 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.

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)  
 P00014 See Block 16C FA0070155A

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.  
 THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242 (x)  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001 X  
 10B. DATED (SEE ITEM 11) 03/12/2005  
 CODE 6127064650000 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) Net Increase: \$9,542,465.93  
 SEE BELOW

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 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.)

Tax ID Number: 65-0043078  
 DUNS Number: 612706465  
 The purpose of this modification is to add needed funds that will allow for the remainder of FY 07 in option period two (June 26, 2007 to September 30, 2007 to be fully funded.  
 Please see attachment A for breakdown of various costs.

The additional funds are \$9,542,465.93. This increases the obligated amount by \$9,542,465.93 from \$57,567,825.13 to \$67,110,291.06.

Delivery: 30 Days After Award  
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 (Signature of person authorized to sign) (Signature of Contracting Officer)  
 James D Adams 7 June 2007

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00014

PAGE OF  
2 3

NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001.0	<p>Discount Terms:  <span style="background-color: black; color: black;">b2Low</span>                      Delivery Location Code: ICE                      Immigration and Customs Enforcement                      425 I Street NW                      Rm 2208                      Washington DC 20536</p> <p>FOB: Destination                      Period of Performance: 06/26/2007 to 06/25/2008</p> <p>Add Item 0001.0 as follows:</p> <p>ADDITIONAL FUNDING FOR GUARANTEED HOUSING AND                      OVERAGES FOR THE PERIOD OF 10/01/06 - 06/25/07.                      CONTINUATION OF ACD-4-C-0001. THIS INCREASES THE                      OBLIGATION BY \$9,542,465.93 TO \$67,110,291.06.                      Obligated Amount: \$9,542,465.93</p> <p>Funding is as follows:  <span style="background-color: black; color: black;">b2Low</span>                      \$ <span style="background-color: black; color: black;">b4</span></p> <span style="background-color: black; color: black;">b2Low</span> \$ <span style="background-color: black; color: black;">b4</span> <p>All other terms and conditions remain the same.</p>	1	EA	9,542,465.93	9,542,465.93

**ATTACHMENT A**

Period 268 Days					Period 97 Days				
10/1/2006	6/25/2007				6/26/2007	9/30/2007			
CLIN	QTY	POP	Unit Price	Extension	CLIN	QTY	POP	Unit Price	Extension
1001									
1002									
1003									
1021 (wages)					2021 (wag				
1021 (transportation)					2021 (transporta				
1022									
(based on 257 days)									
1023									
(based on 257 days)									
1024									
(based on 257 days)									
1025									
Total					Total				

**Total of What We Need**

WHAT WE

OBLIGATED:

BLACK

P00010

(Requisition #

FAO060041F CLIN 1001 (prorated to include FY 07 money only)

P00011

(Requisition

#FAO070155 CLIN 1001 (prorated to include FY 07 money only)

P00012

(Requisition

#FAO070156

&

FAO070156A CLIN 1002

**Total Amount**

**Obligated**

Difference

b4

**\$24,388,054.54**

**\$9,542,465.93**

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

P00015 See Block 16C

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

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

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

THE GEO GROUP INC  
621 NW 53RD ST STE 700  
BOCA RATON FL 334878242

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

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001

10B. DATED (SEE ITEM 11)

03/12/2005

CODE 6127064650000 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. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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: 65-0043078  
DUNS Number: 612706465  
The purpose of this modification is to exercise Option Period Two using a proper wage determination as listed below. This also gives the contractor the full 30 days allowed under the Fair Labor Standards Act and Service Contract Act -- Price Adjustments (Multiple Year and Option Contracts) to request a rate adjustment.  
The wage determination listed in modification 13 was incorrect.

Option Period Number two will run from June 26, 2007 to June 25, 2008 under the authority of FAR 52.217-9 "Option to Extend the Term of the Contract"

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

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

15B. CONTRACTING OFFICER 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED

NSN 7540-01-152-9070 Previous edition unusable

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

JUN 27 2007 PM 2:57

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00015

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2 12

NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>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 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 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 Contract Act -- Price Adjustments (Multiple Year and Option Contracts). Any increase claimed shall be initiated by submitting a rate adjustment proposal, along with detailed supporting price documentation in accordance with the provisions of FAR 52.222.-43.</p> <p>The attached wage determination number 2005-2519 revision number 2 dated 5/29/2007 applies.</p> <p>All other terms and conditions remain the same. Period of Performance: 06/26/2007 to 06/25/2008</p>				

WD 05-2519 (Rev.-2) was first posted on www.wdol.gov on 06/05/2007

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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                      Division of  
Director                                  Wage Determinations

Wage Determination No.: 2005-2519  
Revision No.: 2  
Date Of Revision: 05/29/2007

State: Texas

Area: Texas Counties of Brooks, Cameron, Dimmit, Duval, Frio, Hidalgo, Jim Hogg,  
Kenedy, La Salle, Maverick, Starr, Webb, Willacy, Zapata, Zavala

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	9.49
01012 - Accounting Clerk II	10.65
01013 - Accounting Clerk III	12.45
01020 - Administrative Assistant	14.54
01040 - Court Reporter	11.47
01051 - Data Entry Operator I	9.00
01052 - Data Entry Operator II	9.82
01060 - Dispatcher, Motor Vehicle	11.28
01070 - Document Preparation Clerk	9.07
01090 - Duplicating Machine Operator	9.11
01111 - General Clerk I	8.79
01112 - General Clerk II	10.19
01113 - General Clerk III	11.63
01120 - Housing Referral Assistant	11.90
01141 - Messenger Courier	8.31
01191 - Order Clerk I	9.00
01192 - Order Clerk II	9.82
01261 - Personnel Assistant (Employment) I	10.93
01262 - Personnel Assistant (Employment) II	12.23
01263 - Personnel Assistant (Employment) III	13.68
01270 - Production Control Clerk	11.03
01280 - Receptionist	9.11
01290 - Rental Clerk	10.69
01300 - Scheduler, Maintenance	9.90
01311 - Secretary I	10.62
01312 - Secretary II	11.78
01313 - Secretary III	13.08
01320 - Service Order Dispatcher	9.65
01410 - Supply Technician	14.54
01420 - Survey Worker	10.62
01531 - Travel Clerk I	9.78
01532 - Travel Clerk II	10.71
01533 - Travel Clerk III	11.48
01611 - Word Processor I	9.18
01612 - Word Processor II	10.85



01613 - Word Processor III	11.36
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.12
05010 - Automotive Electrician	12.19
05040 - Automotive Glass Installer	11.41
05070 - Automotive Worker	11.41
05110 - Mobile Equipment Servicer	10.13
05130 - Motor Equipment Metal Mechanic	12.83
05160 - Motor Equipment Metal Worker	11.41
05190 - Motor Vehicle Mechanic	12.83
05220 - Motor Vehicle Mechanic Helper	9.62
05250 - Motor Vehicle Upholstery Worker	10.78
05280 - Motor Vehicle Wrecker	11.41
05310 - Painter, Automotive	12.19
05340 - Radiator Repair Specialist	11.41
05370 - Tire Repairer	9.40
05400 - Transmission Repair Specialist	12.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	8.46
07041 - Cook I	8.08
07042 - Cook II	8.63
07070 - Dishwasher	6.54
07130 - Food Service Worker	7.23
07210 - Meat Cutter	10.65
07260 - Waiter/Waitress	6.75
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	11.99
09040 - Furniture Handler	8.25
09080 - Furniture Refinisher	11.99
09090 - Furniture Refinisher Helper	9.29
09110 - Furniture Repairer, Minor	10.71
09130 - Upholsterer	11.89
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	7.68
11060 - Elevator Operator	6.84
11090 - Gardener	9.26
11122 - Housekeeping Aide	6.84
11150 - Janitor	8.56
11210 - Laborer, Grounds Maintenance	7.50
11240 - Maid or Houseman	6.59
11260 - Pruner	6.82
11270 - Tractor Operator	8.74
11330 - Trail Maintenance Worker	7.50
11360 - Window Cleaner	8.54
12000 - Health Occupations	
12010 - Ambulance Driver	12.02
12011 - Breath Alcohol Technician	14.61
12012 - Certified Occupational Therapist Assistant	20.11
12015 - Certified Physical Therapist Assistant	19.00
12020 - Dental Assistant	13.22
12025 - Dental Hygienist	28.00
12030 - EKG Technician	20.43
12035 - Electroneurodiagnostic Technologist	20.43
12040 - Emergency Medical Technician	12.02
12071 - Licensed Practical Nurse I	13.02
12072 - Licensed Practical Nurse II	14.61
12073 - Licensed Practical Nurse III	16.34
12100 - Medical Assistant	10.95
12130 - Medical Laboratory Technician	13.30
12160 - Medical Record Clerk	12.34

12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	11.22
12210 - Nuclear Medicine Technologist	32.22
12221 - Nursing Assistant I	7.96
12222 - Nursing Assistant II	8.95
12223 - Nursing Assistant III	9.77
12224 - Nursing Assistant IV	10.95
12235 - Optical Dispenser	14.66
12236 - Optical Technician	13.10
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.36
12305 - Radiologic Technologist	18.40
12311 - Registered Nurse I	22.39
12312 - Registered Nurse II	27.39
12313 - Registered Nurse II, Specialist	27.39
12314 - Registered Nurse III	33.14
12315 - Registered Nurse III, Anesthetist	33.14
12316 - Registered Nurse IV	39.71
12317 - Scheduler (Drug and Alcohol Testing)	18.17
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.59
13012 - Exhibits Specialist II	19.32
13013 - Exhibits Specialist III	23.45
13041 - Illustrator I	15.59
13042 - Illustrator II	19.32
13043 - Illustrator III	23.45
13047 - Librarian	21.39
13050 - Library Aide/Clerk	7.90
13054 - Library Information Technology Systems Administrator	17.22
13058 - Library Technician	9.94
13061 - Media Specialist I	11.18
13062 - Media Specialist II	12.40
13063 - Media Specialist III	13.76
13071 - Photographer I	13.34
13072 - Photographer II	14.92
13073 - Photographer III	18.50
13074 - Photographer IV	21.32
13075 - Photographer V	26.60
13110 - Video Teleconference Technician	13.94
14000 - Information Technology Occupations	
14041 - Computer Operator I	10.16
14042 - Computer Operator II	12.23
14043 - Computer Operator III	14.66
14044 - Computer Operator IV	16.36
14045 - Computer Operator V	18.16
14071 - Computer Programmer I (1)	14.85
14072 - Computer Programmer II (1)	16.72
14073 - Computer Programmer III (1)	22.14
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	22.70
14102 - Computer Systems Analyst II (1)	26.90
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	11.53
14160 - Personal Computer Support Technician	16.36
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	22.70
15020 - Aircrew Training Devices Instructor (Rated)	26.90
15030 - Air Crew Training Devices Instructor (Pilot)	27.69
15050 - Computer Based Training Specialist / Instructor	22.70
15060 - Educational Technologist	20.81

15070 - Flight Instructor (Pilot)	27.69
15080 - Graphic Artist	14.95
15090 - Technical Instructor	16.83
15095 - Technical Instructor/Course Developer	19.52
15110 - Test Proctor	10.62
15120 - Tutor	10.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.21
16030 - Counter Attendant	7.21
16040 - Dry Cleaner	8.62
16070 - Finisher, Flatwork, Machine	7.21
16090 - Presser, Hand	7.21
16110 - Presser, Machine, Drycleaning	7.21
16130 - Presser, Machine, Shirts	7.21
16160 - Presser, Machine, Wearing Apparel, Laundry	7.21
16190 - Sewing Machine Operator	9.07
16220 - Tailor	9.55
16250 - Washer, Machine	7.67
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	13.84
19040 - Tool And Die Maker	16.75
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	9.24
21030 - Material Coordinator	13.09
21040 - Material Expediter	12.99
21050 - Material Handling Laborer	9.44
21071 - Order Filler	8.43
21080 - Production Line Worker (Food Processing)	9.29
21110 - Shipping Packer	9.03
21130 - Shipping/Receiving Clerk	9.03
21140 - Store Worker I	9.03
21150 - Stock Clerk	12.56
21210 - Tools And Parts Attendant	9.29
21410 - Warehouse Specialist	9.29
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	13.15
23021 - Aircraft Mechanic I	12.52
23022 - Aircraft Mechanic II	13.15
23023 - Aircraft Mechanic III	13.81
23040 - Aircraft Mechanic Helper	9.29
23050 - Aircraft, Painter	11.71
23060 - Aircraft Servicer	11.21
23080 - Aircraft Worker	11.23
23110 - Appliance Mechanic	12.88
23120 - Bicycle Repairer	9.40
23125 - Cable Splicer	17.15
23130 - Carpenter, Maintenance	11.71
23140 - Carpet Layer	10.96
23160 - Electrician, Maintenance	13.97
23181 - Electronics Technician Maintenance I	12.65
23182 - Electronics Technician Maintenance II	14.54
23183 - Electronics Technician Maintenance III	17.58
23260 - Fabric Worker	10.35
23290 - Fire Alarm System Mechanic	12.52
23310 - Fire Extinguisher Repairer	10.00
23311 - Fuel Distribution System Mechanic	14.91
23312 - Fuel Distribution System Operator	11.00
23370 - General Maintenance Worker	11.71
23380 - Ground Support Equipment Mechanic	12.52
23381 - Ground Support Equipment Servicer	11.21

23382 - Ground Support Equipment Worker	11.23
23391 - Gunsmith I	9.45
23392 - Gunsmith II	10.81
23393 - Gunsmith III	12.17
23410 - Heating, Ventilation And Air-Conditioning Mechanic	12.33
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	12.95
23430 - Heavy Equipment Mechanic	15.10
23440 - Heavy Equipment Operator	11.73
23460 - Instrument Mechanic	12.52
23465 - Laboratory/Shelter Mechanic	11.47
23470 - Laborer	7.66
23510 - Locksmith	11.71
23530 - Machinery Maintenance Mechanic	13.55
23550 - Machinist, Maintenance	12.32
23580 - Maintenance Trades Helper	9.24
23591 - Metrology Technician I	12.52
23592 - Metrology Technician II	13.15
23593 - Metrology Technician III	13.81
23640 - Millwright	12.52
23710 - Office Appliance Repairer	11.99
23760 - Painter, Maintenance	11.71
23790 - Pipefitter, Maintenance	12.32
23810 - Plumber, Maintenance	11.99
23820 - Pneudraulic Systems Mechanic	12.52
23850 - Rigger	13.04
23870 - Scale Mechanic	11.23
23890 - Sheet-Metal Worker, Maintenance	12.32
23910 - Small Engine Mechanic	12.11
23931 - Telecommunications Mechanic I	14.91
23932 - Telecommunications Mechanic II	15.65
23950 - Telephone Lineman	13.77
23960 - Welder, Combination, Maintenance	12.32
23965 - Well Driller	12.52
23970 - Woodcraft Worker	12.32
23980 - Woodworker	10.41
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.23
24580 - Child Care Center Clerk	9.66
24610 - Chore Aide	6.28
24620 - Family Readiness And Support Services Coordinator	6.82
24630 - Homemaker	12.27
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	12.32
25040 - Sewage Plant Operator	11.71
25070 - Stationary Engineer	12.32
25190 - Ventilation Equipment Tender	9.29
25210 - Water Treatment Plant Operator	10.47
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.56
27007 - Baggage Inspector	8.79
27008 - Corrections Officer	13.28
27010 - Court Security Officer	16.40
27030 - Detection Dog Handler	12.84
27040 - Detention Officer	14.37
27070 - Firefighter	15.77
27101 - Guard I	8.79
27102 - Guard II	12.84
27131 - Police Officer I	20.81
27132 - Police Officer II	24.06

28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	7.66
28042 - Carnival Equipment Repairer	8.09
28043 - Carnival Equipment Worker	7.37
28210 - Gate Attendant/Gate Tender	12.14
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	13.58
28510 - Recreation Aide/Health Facility Attendant	9.91
28515 - Recreation Specialist	11.12
28630 - Sports Official	10.82
28690 - Swimming Pool Operator	10.82
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	11.42
29020 - Hatch Tender	11.42
29030 - Line Handler	11.42
29041 - Stevedore I	10.38
29042 - Stevedore II	11.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.38
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.33
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	24.59
30021 - Archeological Technician I	13.08
30022 - Archeological Technician II	13.85
30023 - Archeological Technician III	17.07
30030 - Cartographic Technician	17.08
30040 - Civil Engineering Technician	16.56
30061 - Drafter/CAD Operator I	12.32
30062 - Drafter/CAD Operator II	13.76
30063 - Drafter/CAD Operator III	15.37
30064 - Drafter/CAD Operator IV	17.07
30081 - Engineering Technician I	11.39
30082 - Engineering Technician II	12.80
30083 - Engineering Technician III	14.30
30084 - Engineering Technician IV	17.74
30085 - Engineering Technician V	20.42
30086 - Engineering Technician VI	25.48
30090 - Environmental Technician	17.27
30210 - Laboratory Technician	15.99
30240 - Mathematical Technician	17.08
30361 - Paralegal/Legal Assistant I	13.76
30362 - Paralegal/Legal Assistant II	15.69
30363 - Paralegal/Legal Assistant III	18.12
30364 - Paralegal/Legal Assistant IV	20.90
30390 - Photo-Optics Technician	17.08
30461 - Technical Writer I	17.74
30462 - Technical Writer II	20.42
30463 - Technical Writer III	24.36
30491 - Unexploded Ordnance (UXO) Technician I	20.58
30492 - Unexploded Ordnance (UXO) Technician II	24.90
30493 - Unexploded Ordnance (UXO) Technician III	29.85
30494 - Unexploded (UXO) Safety Escort	20.58
30495 - Unexploded (UXO) Sweep Personnel	20.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	15.37
30621 - Weather Observer, Senior (3)	17.08
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	7.71
31030 - Bus Driver	12.69
31043 - Driver Courier	10.30
31260 - Parking and Lot Attendant	7.41
31290 - Shuttle Bus Driver	10.45

31310 - Taxi Driver	7.32
31361 - Truckdriver, Light	10.30
31362 - Truckdriver, Medium	11.15
31363 - Truckdriver, Heavy	13.26
31364 - Truckdriver, Tractor-Trailer	13.26
99000 - Miscellaneous Occupations	
99030 - Cashier	8.33
99050 - Desk Clerk	7.10
99095 - Embalmer	21.69
99251 - Laboratory Animal Caretaker I	10.30
99252 - Laboratory Animal Caretaker II	10.81
99310 - Mortician	21.69
99410 - Pest Controller	11.02
99510 - Photofinishing Worker	9.34
99710 - Recycling Laborer	9.54
99711 - Recycling Specialist	11.39
99730 - Refuse Collector	9.09
99810 - Sales Clerk	8.85
99820 - School Crossing Guard	9.54
99830 - Survey Party Chief	15.13
99831 - Surveying Aide	10.29
99832 - Surveying Technician	12.66
99840 - Vending Machine Attendant	8.67
99841 - Vending Machine Repairer	9.84
99842 - Vending Machine Repairer Helper	8.67

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; and 3 weeks after 10 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 eight paid holidays per year: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor 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.

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.

2. AMENDMENT/MODIFICATION NO. P00016	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (if applicable)
-----------------------------------------	------------------------------------	--------------------------------------------------	--------------------------------

6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: <<Enter Contract Specialist>> Washington DC 20536
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242	(x) 9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001  10B. DATED (SEE ITEM 11) 03/12/2005
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**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

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

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

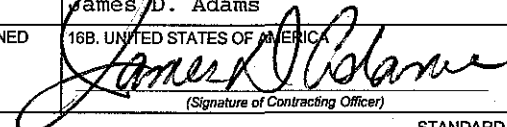
E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

Tax ID Number: 65-0043078  
DUNS Number: 612706465  
The purpose of this modification is to extend the period of performance under the contract for CLINs 2001, 2002, 2003, 2021, 2022, 2023, 2024, AND 2025 from 10-01-07 through 6-25-08.

The following clause applies:  
FAR 52.232-18: "Availability of Funds (APR 1984)": Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. 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  
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	(Signature of Contracting Officer) 
	16C. DATE SIGNED FAUC 07

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00016

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2 4

NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>receives notice of such availability, to be confirmed in writing by the Contracting Officer.</p> <p>All other terms and conditions remain the same.</p> <p>Delivery: 30 Days After Award Discount Terms: [REDACTED]</p> <p>Delivery Location Code: DROPEARSALL SOUTHWEST TEXAS DETENTION COMPLEX 566 VETERAN'S DRIVE POC: MARCOS REYNA PEARSALL TX 78061 USA</p> <p>FOB: Destination Period of Performance: 10/01/2007 to 06/25/2008</p>				
2001	<p>CLIN 2001 GUARANTEED HOUSING FOR THE PERIOD 10/01/07-6/25/08 Obligated Amount: \$0.00 Requisition No: FAO080029</p> <p>Accounting Info: [REDACTED]</p> <p>Funded: \$0.00</p>		EA	0.00	0.00
2002	<p>OPTION PERIOD 11 CLIN 2002 HOUSING FOR ADULT DETAINEES FOR THE PERIOD OF 10/01/07-6/25/08 Obligated Amount: \$0.00 Requisition No: FAO080030</p> <p>Accounting Info: [REDACTED]</p> <p>Funded: \$0.00</p>		EA	0.00	0.00
2003	<p>CLIN 2003 HOUSING OF JUVENILE DETAINEES FOR THE PERIOD OF 10/01/07-6/25/08 Obligated Amount: \$0.00 Requisition No: FAO080030</p> <p>Accounting Info: [REDACTED]</p> <p>Continued ...</p>		EA	0.00	0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00016

PAGE OF  
3 4

NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	b2Low Funded: \$0.00				
2021	CLIN 2021 COST FOR ADULT WAGES FOR THE PERIOD OF 10/01/07-6/25/08 Obligated Amount: \$0.00 Requisition No: FAO080030  Accounting Info: b2Low Funded: \$0.00		EA	0.00	0.00
2022	CLIN 2022 COST FOR TRANSPORTATION GUARD SERVICES FOR THE PERIOD OF 10/01/07-6/25/08 Obligated Amount: \$0.00 Requisition No: FAO080030  Accounting Info: b2Low Funded: \$0.00		EA	0.00	0.00
2023	CLIN 2023 COST FOR ADULT DETAINEES FOR PERIOD OF 10/01/07-6/25/08 Obligated Amount: \$0.00 Requisition No: FAO080030  Accounting Info: b2Low Funded: \$0.00		EA	0.00	0.00
2024	CLIN 2024 COST FOR ADULT DETAINEES FOR THE PERIOD OF 10/01/07-6/25/08 Obligated Amount: \$0.00 Requisition No: FAO080030  Accounting Info: b2Low Funded: \$0.00		EA	0.00	0.00
2025	CLIN 2025 HOUSING FOR ADULT DETAINEES FOR THE PERIOD OF 10/01/07-6/25/08 Continued ...		EA	0.00	0.00

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00016

PAGE OF  
4 4

NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount: \$0.00 Requisition No: FA0080030  Accounting Info: [REDACTED] b2Low  Funded: \$0.00 Procurement POC: Paul Previch 202-[REDACTED] b6  Program POC: Marcos Reyna 210-[REDACTED] b6				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. P00017	3. EFFECTIVE DATE 12/20/2007	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Previch Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 6127064650000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001	10B. DATED (SEE ITEM 11) 12/20/2007

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 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: 65-0043078

DUNS Number: 612706465

The following modification is to remove language from the contract in the following area:  
Subsection 7, Sanitation & Hygenic Living Conditions pg37:

" Items listed in C) above shall not be reissued to any other detainee and shall be disposed in accordance with the contractor's policy & procedures."

All other terms and conditions remain the same.

Period of Performance: 06/26/2007 to 06/25/2008

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

15A. NAME AND TITLE OF CONTRACTING OFFICER AMBER D. MARTIN Vice President, Contracts Administration	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams
15B. CONTRACTING OFFICER'S ORGANIZATION The GEO Group, Inc. <i>(Signature)</i>	16B. UNITED STATES OF AMERICA <i>(Signature)</i>
15C. DATE SIGNED 12-27-07	16C. DATE SIGNED 01-02-08

NSN 7540-01-152-9070  
Previous edition unusable

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

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00018	3. EFFECTIVE DATE 12/26/2007	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Previch Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 6127064650000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001	
		10B. DATED (SEE ITEM 11) 12/26/2007	

**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.)**

Tax ID Number: 65-0043078

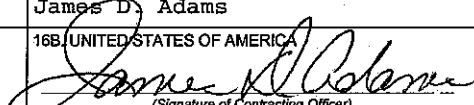
DUNS Number: 612706465

The purpose of this modification is to show the COTR as Deborah Pasterak replacing Jay Sparks effective immediately.

All other terms and conditions remain the same.

Period of Performance: 06/26/2007 to 06/25/2008

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 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 01-02-08

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00019

01/02/2008

6. ISSUED BY

CODE

ICE/DM/DC-DC

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DC-DC

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

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

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

THE GEO GROUP INC  
621 NW 53RD ST STE 700  
BOCA RATON FL 334878242

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.

ACD-4-C-0001

10B. DATED (SEE ITEM 11)

CODE 6127064650000

FACILITY CODE

01/02/2008

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 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.)

Tax ID Number: 65-0043078

DUNS Number: 612706465

The purpose of this modification as outlined in a December 13, 2007 request from The GEO Group is to retroactively beginning June 28, 2007 change subsection 2.G in the statement of work to be changed from allowing uniformed officers to work twelve (12) hours in a twenty-four (24) hour period to allowing uniformed officers to work sixteen (16) hours in a twenty-four (24) hour period.

Also, transportation officers will be able to bypass the twelve (12) hour requirement to mirror DOT regulations.

Continued ...

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

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070  
Previous edition unusable

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

James D. Adams  
*James D. Adams* 2 Jan 2008



CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P 00019

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain the same. Period of Performance: 06/26/2007 to 06/25/2008				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 11
2. AMENDMENT/MODIFICATION NO. P00020	3. EFFECTIVE DATE 02/26/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Previch Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242		9A. AMENDMENT OF SOLICITATION NO. (X)	
CODE 612706465000		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. X ACD-4-C-0001	
		10B. DATED (SEE ITEM 11) 03/12/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 Tax ID Number: 65-0043078  
 DUNS Number: 612706465  
 Program POC: Deborah Pasterak 915 [redacted] b6  
 Procurement POC: Paul Previch 202 [redacted] b6

The purpose of this modification is to incorporate the attached staffing plan for use at the South Texas Detention Facility. This plan was implied but not formally incorporated with modification number nine that resulted in the maximum population increasing from 1020 to 1904.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) AMBERLY MARTIN Vice President, Contracts Administration The GEO Group, Inc.	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams
15B. CONTRACTOR OFFICER [Signature]	16B. UNITED STATES OF AMERICA [Signature]
15C. DATE SIGNED 3-10-08	16C. DATE SIGNED 3.10.08

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00020

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2 11

NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain the same. Period of Performance: 06/26/2007 to 06/25/2008				

**THE GEO GROUP, INC.**  
**SOUTH TEXAS DETENTION COMPLEX**

PEARISALL, TEXAS  
 1020 HBID'S BARRING PLAN

STDC 213  
 Rev. by II 01/08/08

**Executive Office**

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Facility Administrator	5	1.00				1.00	1.00	0.00	0.00	0.00
Assistant Facility Administrator-Support Svc	5	1.00				1.00	1.00	0.00	0.00	0.00
Assistant Facility Administrator-Operations	5	1.00				1.00	1.00	0.00	0.00	0.00
Administrative Assistant	5	1.00				1.00	1.00	0.00	0.00	0.00
<b>Executive Staff Sub-Total</b>		<b>4.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4.00</b>			<b>0.00</b>

**Business/Support**

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Business Manager	5	1.00				1.00	1.00	0.00	0.00	0.00
Personnel Specialist	5	1.00				1.00	1.00	0.00	0.00	0.00
Inmate Trust Clerk	5	0.00				1.00	0.00			
Payroll Clerk	5	0.00				1.00	0.00			
Accounting Manager	5	1.00				1.00	1.00			
Detainee Records	5	1.00				1.00	1.00			
Secretary (Receptionist)	5	1.00				1.00	1.00			
Compliance Coordinator (07-02-07)	5	1.00				1.00	1.00			
Hearing/Grievance Officer	5	1.00				1.00	1.00			
Safety/Environmental Specialist	5	1.00				1.00	1.00			
Training Administrator	5	0.00				1.00	0.00	0.00	0.00	0.00
MIS Technician	5	0.00				1.00	0.00			
Commissary Officer	5	1.00				1.00	1.00			
undry	5	1.00				1.00	1.00			
<b>Business Office Sub-Total</b>		<b>10.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10.00</b>			<b>0.00</b>

**Maintenance**

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Maintenance Supervisor	5	1.00				1.00	1.00	0.00	0.00	0.00
Maintenance Technician	5		1.00	1.00		1.00	2.00	0.00	0.00	0.00
<b>Maintenance Sub-Total</b>		<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3.00</b>			<b>0.00</b>

**Food Services**

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Food Services Manager	5	1.00				1.00	1.00	0.00	0.00	0.00
Assistant Food Services Manager	5	1.00				1.00	1.00	0.00	0.00	0.00
Food Services Supervisor	5		2.00	2.00		1.00	6.00	0.00	0.00	0.00
Food Service Clerk	5	1.00				1.00	1.00	0.00	0.00	0.00
<b>Programs Sub-Total</b>		<b>3.00</b>	<b>2.00</b>	<b>2.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9.00</b>			<b>0.00</b>

**Support Services**

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Chaplain	5	1.00				1.00	1.00	0.00	0.00	0.00
Recreation Specialist	5	1.00				1.00	1.00	0.00	0.00	0.00
Recreation Assistant	5	1.00				1.00	1.00	0.00	0.00	0.00
<b>Programs Sub-Total</b>		<b>3.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3.00</b>			<b>0.00</b>

**Security Supervisors**

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Chief of Security	5	1.00				1.00	1.00	0.00	0.00	0.00
Lieutenant	5		1.00	1.00	1.00	1.50	4.50	0.00	0.00	0.00
Sergeant	5		1.00	1.00	1.00	1.50	4.50	0.00	0.00	0.00

Transportation Lieutenant	5	1.00			1.00	1.00	0.00	0.00
Transportation Sergeant	5	1.00			1.00	1.00	0.00	0.00

<b>County Admin Sub-Total</b>	<b>1.00</b>	<b>2.00</b>	<b>3.00</b>	<b>2.00</b>	<b>12.00</b>	<b>0.00</b>	<b>0.00</b>
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**Correctional Officers**

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Master Control	7		2.00	2.00	1.00	1.50	7.50	0.00	0.00	
Segregation Control	7		1.00	1.00	1.00	1.50	4.50	0.00	0.00	
Segregation Unit	7		1.00	1.00	1.00	1.50	4.50	0.00	0.00	
Cellhouse Unit	7		2.00	2.00	2.00	1.50	9.00	0.00	0.00	
Medical Unit	7		1.00	1.00		1.50	3.00	0.00	0.00	
Perimeter	7		1.00	1.00	1.00	1.50	4.50	0.00	0.00	
Visitation	7		2.00			1.20	2.40	0.00	0.00	
Transportation	7		6.00	4.00		1.50	15.00	0.00	0.00	
Transportation (10/25/05 modification)	7		0.00	0.00		1.00	0.00	0.00	0.00	
Bailiffs	5		6.00			1.20	7.20	0.00	0.00	
Entrance Officer	7		1.00	1.00		1.50	3.00	0.00	0.00	
Rover/Escort	7		4.00	4.00	2.00	1.50	15.00	0.00	0.00	
Intake Officer	7		2.00	2.00		1.50	6.00	0.00	0.00	
Intake Officer (10/25/05 modification)	7		0.00			1.00	0.00	0.00	0.00	
Intake Coordinator (10/25/05 modification)	5		6.00			1.00	0.00	0.00	0.00	
Male Housing Officer	7		15.00	15.00	15.00	1.50	67.50	0.00	0.00	
Female Housing Officer	7		4.00	4.00	4.00	1.50	18.00	0.00	0.00	
Juvenile Housing Officer	7		3.00	2.00	2.00	1.50	10.50	0.00	0.00	
Library Officer (01-08-08)	5	1.00				1.00	1.00	0.00	0.00	

<b>Correctional Officers Sub-Total</b>	<b>4.00</b>	<b>51.00</b>	<b>40.00</b>	<b>29.00</b>	<b>178.60</b>	<b>0.00</b>	<b>0.00</b>
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**SUMMARY**

	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Executive Staff	4.00	0.00	0.00	0.00		4.00		0.00	0.00
Business	10.00	0.00	0.00	0.00		10.00		0.00	0.00
Maintenance	1.00	1.00	1.00	0.00		3.00		0.00	0.00
Food Services	3.00	2.00	2.00	0.00		9.00		0.00	0.00
Support Services	3.00	0.00	0.00	0.00		3.00		0.00	0.00
Security Supervisors	3.00	2.00	2.00	2.00		12.00		0.00	0.00
Correctional Officers	0.00	51.00	40.00	29.00		178.60		0.00	0.00
<b>Total Staff</b>	<b>24.00</b>	<b>56.00</b>	<b>45.00</b>	<b>31.00</b>	<b>0.00</b>	<b>219.60</b>		<b>0.00</b>	<b>0.00</b>

**THE GEO GROUP, INC**  
**SOUTH TEXAS DETENTION COMPLEX**

**PEARSALL, TEXAS**  
**1276 FTE STAFFING PLAN**

**STOC 213**  
**Rev. by 01/08/08**

**Executive Office**

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Facility Administrator	5	1.00				1.00	1.00		0.00	0.00
Assistant Facility Administrator-Support Svc	5	1.00				1.00	1.00		0.00	0.00
Assistant Facility Administrator-Operations	5	1.00				1.00	1.00		0.00	0.00
Administrative Assistant	5	1.00				1.00	1.00		0.00	0.00
<b>Executive Staff Sub-Total</b>		<b>4.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4.00</b>	<b>4.00</b>		<b>0.00</b>	<b>0.00</b>

**Business/Support**

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Business Manager	5	1.00				1.00	1.00		0.00	0.00
Personnel Specialist	5	2.00				1.00	2.00		0.00	0.00
Inmate Trust Clerk (added 1 from 1904)	5	0.00	1.00	1.00		1.00	2.00			
Payroll Clerk	5	0.00		1.00		1.00	1.00			
Accounting Manager	5	1.00				1.00	1.00			
Detainee Records	5	1.00		1.00		1.00	2.00			
Secretary (Receptionist)	5	1.00				1.00	1.00			
Compliance Coordinator (07-02-07)	5	1.00				1.00	1.00			
Hearing/Grievance Officer	5	1.00				1.00	1.00			
Safety/Environmental Specialist	5	1.00				1.00	1.00			
Training Administrator	5	1.00				1.00	1.00		0.00	0.00
Training Clerk	5			1.00		1.00	1.00			
MIS Technician	5	1.00				1.00	1.00			
Commissary Officer	5	1.00				1.00	1.00			
Laundry	5	1.00				1.00	1.00			
<b>Business Office Sub-Total</b>		<b>13.00</b>	<b>1.00</b>	<b>4.00</b>	<b>0.00</b>	<b>16.00</b>	<b>16.00</b>		<b>0.00</b>	<b>0.00</b>

**Maintenance**

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Maintenance Supervisor	5	1.00				1.00	1.00		0.00	0.00
Maintenance Tech (Added 1 from 1530)	5		2.00	1.00		1.00	3.00		0.00	0.00
<b>Maintenance Sub-Total</b>		<b>1.00</b>	<b>2.00</b>	<b>1.00</b>	<b>0.00</b>	<b>4.00</b>	<b>4.00</b>		<b>0.00</b>	<b>0.00</b>

**Food Services**

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Food Services Manager	5	1.00				1.00	1.00		0.00	0.00
Assistant Food Services Manager	5	1.00				1.00	1.00		0.00	0.00
Food Service Supervisor	5		2.00	2.00		1.00	2.00		0.00	0.00
Food Service Clerk	5	1.00				1.00	1.00		0.00	0.00
<b>Programs Sub-Total</b>		<b>3.00</b>	<b>2.00</b>	<b>2.00</b>	<b>0.00</b>	<b>4.00</b>	<b>4.00</b>		<b>0.00</b>	<b>0.00</b>

**Support Services**

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Chaplain	5	1.00				1.00	1.00		0.00	0.00
Recreation Specialist	5	1.00				1.00	1.00		0.00	0.00
Recreation Assistant	5	1.00				1.00	1.00		0.00	0.00
<b>Programs Sub-Total</b>		<b>3.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3.00</b>	<b>3.00</b>		<b>0.00</b>	<b>0.00</b>

**Security Supervisors**

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
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Chief of Security	5	1.00				1.00	1.00		0.00	0.00
Shift Supervisor	5	1.00				1.00	1.00			
Lieutenant	5		1.00	1.00	1.00	1.50	4.50		0.00	0.00
Sergeant	5		1.00	1.00	1.00	1.50	4.50		0.00	0.00
Administrative Lieutenant	5	1.00				1.00	1.00			
Transportation Lieutenant	5	1.00				1.00	1.00		0.00	0.00
Transportation Sergeant	5	1.00				1.00	1.00		0.00	0.00

<b>Security Admin Sub-Total</b>		<b>5.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>		<b>14.00</b>		<b>0.00</b>	<b>0.00</b>
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**Correctional Officers**

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Master Control	7		2.00	2.00	1.00	1.50	7.50		0.00	0.00
Segregation Control	7		1.00	1.00	1.00	1.50	4.50		0.00	0.00
Segregation Unit	7		1.00	1.00	1.00	1.50	4.50		0.00	0.00
Cellhouse Unit	7		2.00	2.00	2.00	1.50	9.00		0.00	0.00
Medical Unit	7		1.00	1.00	1.00	1.50	4.50		0.00	0.00
Perimeter	7		1.00	1.00	1.00	1.50	4.50		0.00	0.00
Visitation	7		2.00			1.20	2.40		0.00	0.00
Transportation	7		6.00	4.00		1.50	15.00		0.00	0.00
Transportation (10/25/05 modification)	7		0.00	0.00		1.00	0.00		0.00	0.00
Bathrooms	5		6.00			1.20	7.20		0.00	0.00
Entrance Officer	7		1.00	1.00	1.00	1.50	4.50		0.00	0.00
Rever/Escort	7		4.00	4.00	2.00	1.50	15.00		0.00	0.00
Intake Officer	7		2.00	2.00		1.50	6.00		0.00	0.00
Intake Officer (10/25/05 modification)	7		1.00	1.00		1.00	2.00		0.00	0.00
Intake Coordinator (10/25/05 modification)	5	1.00	0.00			1.00	1.00		0.00	0.00
Male Housing Officer	7		15.00	15.00	15.00	1.50	67.50		0.00	0.00
Female Housing Officer (+2)	7		6.00	6.00	6.00	1.50	27.00		0.00	0.00
Juvenile Housing Officer	7		3.00	2.00	2.00	1.50	10.50		0.00	0.00
Property/Supply Officer	5		1.00	1.00		1.00	2.00			
Library Officer (01-08-03)	5	1.00				1.00	1.00		0.00	0.00

<b>Correctional Officer Sub-Total</b>		<b>7.00</b>	<b>55.00</b>	<b>44.00</b>	<b>33.00</b>		<b>195.60</b>		<b>0.00</b>	<b>0.00</b>
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**SUMMARY**

	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Executive Staff	4.00	0.00	0.00	0.00		4.00		0.00	0.00
Business	13.00	1.00	4.00	0.00		18.00		0.00	0.00
Maintenance	1.00	2.00	1.00	0.00		4.00		0.00	0.00
Food Services	3.00	2.00	2.00	0.00		9.00			
Support Services	3.00	0.00	0.00	0.00		3.00		0.00	0.00
Security Supervisors	5.00	2.00	2.00	2.00		14.00		0.00	0.00
Correctional Officers	1.00	55.00	44.00	33.00		195.60		0.00	0.00

<b>Total Staff</b>	<b>30.00</b>	<b>62.00</b>	<b>53.00</b>	<b>35.00</b>	<b>0.00</b>	<b>247.60</b>		<b>0.00</b>	<b>0.00</b>
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This is CEO's authorized staffing and includes more than just the phased staffing - there are also additional staff we were agreed to add.

**THE GEO GROUP, INC**  
**SOUTH TEXAS DETENTION COMPLEX**

**PEARSALE, TEXAS**  
**1530-BED STAFFING PLAN**

STDC 213  
 Rev. by II 01/08/08

**Executive Office**

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Facility Administrator	5	1.00				1.00	1.00		0.00	0.00
Assistant Facility Administrator-Support Svc	5	1.00				1.00	1.00		0.00	0.00
Assistant Facility Administrator-Operations	5	1.00				1.00	1.00		0.00	0.00
Administrative Assistant	5	1.00				1.00	1.00		0.00	0.00

**Executive Staff Sub-Total**      1.00      0.00      0.00      0.00      4.00      0.00

**Business/Support**

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Business Manager	5	1.00				1.00	1.00		0.00	0.00
Personnel Specialist	5	2.00				1.00	2.00		0.00	0.00
Inmate Trust Clerk (Added 1 from 1904)	5	0.00	1.00	1.00		1.00	2.00			
Payroll Clerk	5	0.00		1.00		1.00	1.00			
Accounting Manager	5	1.00				1.00	1.00			
Detainee Records	5	1.00		1.00		1.00	2.00			
Secretary (Receptionist)	5	1.00				1.00	1.00			
Compliance Coordinator (07-02-07)	5	1.00				1.00	1.00			
Hearing/Grievance Officer	5	1.00				1.00	1.00			
Safety/Environmental Specialist	5	1.00				1.00	1.00			
Training Administrator	5	1.00				1.00	1.00	0.00	0.00	
Training Clerk	5			1.00		1.00	1.00			
IT Technician	5	1.00				1.00	1.00			
Commissary Officer	5	1.00				1.00	1.00			
Laundry	5	1.00		1.00		1.00	2.00			
Maitroom Clerk (Added from 1904 01-08-08)	5	1.00				1.00	1.00			

**Business Office Sub-Total**      14.00      1.00      5.00      0.00      20.00      0.00

**Maintenance**

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Maintenance Supervisor	5	1.00				1.00	1.00		0.00	0.00
Maintenance Technician	5		2.00	1.00		1.00	3.00		0.00	0.00

**Maintenance Sub-Total**      1.00      2.00      1.00      0.00      4.00      0.00

**Food Services**

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Food Services Manager	5	1.00				1.00	1.00		0.00	0.00
Assistant Food Services Manager	5	1.00				1.00	1.00		0.00	0.00
Food Services Supervisor	5		3.00	3.00		1.00	3.00		0.00	0.00
Food Services Clerk	5	1.00				1.00	1.00		0.00	0.00

**Programs Sub-Total**      1.00      3.00      3.00      0.00      12.00      0.00

**Support Services**

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Chaplain	5	1.00				1.00	1.00		0.00	0.00
Recreation Specialist	5	1.00				1.00	1.00		0.00	0.00
Recreation Assistant	5	1.00				1.00	1.00		0.00	0.00

**Programs Sub-Total**      0.00      0.00      0.00      0.00      3.00      0.00

**Security Supervisors**

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
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Chief of Security	5	1.00				1.00	1.00	0.00	9.00
Shift Supervisor	5	1.00				1.00	1.00		
Lieutenant	5		1.00	1.00	1.00	1.50	4.50	9.00	0.00
Sergeant	5		1.00	1.00	1.00	1.50	4.50	9.00	0.00
Administrative Lieutenant	5	1.00				1.00	1.00		
Transportation Lieutenant	5	1.00				1.00	1.00	0.00	0.00
Transportation Sergeant	5	1.00				1.00	1.00	0.00	0.00
<b>Security Admin Sub-Total:</b>	<b>5.00</b>		<b>2.00</b>	<b>2.00</b>	<b>2.00</b>		<b>14.00</b>	<b>0.00</b>	<b>0.00</b>

Correctional Officers										
	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Master Control	7		2.00	2.00	1.00	1.50	7.50		0.00	0.00
Master Control	5				1.00	1.00	1.00			
Segregation Control	7		1.00	1.00	1.00	1.50	4.50		0.00	0.00
Segregation Unit	7		1.00	1.00	1.00	1.50	4.50		0.00	0.00
Cellhouse Unit	7		2.00	2.00	2.00	1.50	9.00		0.00	0.00
Medical Unit	7		1.00	1.00	1.00	1.50	4.50		0.00	0.00
Perimeter	7		1.00	1.00	1.00	1.50	4.50		0.00	0.00
Visitation	7		2.00			1.20	2.40		0.00	0.00
Transportation	7		6.00	4.00		1.50	15.00		0.00	0.00
Transportation (10/25/05 modification)	7		0.00	0.00		1.00	0.00		0.00	0.00
Bailiffs	5		6.00			1.20	7.20		0.00	0.00
Entrance Officer	7		1.00	1.00	1.00	1.50	4.50		0.00	0.00
Rover/Escort (+2)	7		6.00	6.00	4.00	1.50	24.00		0.00	0.00
Intake Officer	7		2.00	2.00		1.50	6.00		0.00	0.00
Intake Officer (10/25/05 modification)	7		1.00	1.00		1.00	2.00		6.00	0.00
Intake Coordinator (10/25/05 modification)	5	1.00	0.00			1.00	1.00		0.00	0.00
Male Housing Officer	7		15.00	15.00	15.00	1.50	67.50		0.00	0.00
Female Housing Officer (+2)	7		6.00	8.00	8.00	1.50	27.00		0.00	0.00
Juvenile Housing Officer	7		3.00	2.00	2.00	1.50	10.50		0.00	0.00
Property/Supply Officer	5		1.00	1.00		1.00	2.00			
Library Officer (01-08-08)	5	1.00				1.00	1.00		0.00	0.00
<b>Correctional Officer Sub-Total:</b>		<b>1.00</b>	<b>57.00</b>	<b>46.00</b>	<b>36.00</b>		<b>205.00</b>		<b>0.00</b>	<b>0.00</b>

SUMMARY										
	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages	
Executive Staff	4.00	0.00	0.00	0.00		4.00		0.00	0.00	
Business	14.00	1.00	5.00	0.00		20.00		0.00	0.00	
Maintenance	1.00	2.00	1.00	0.00		4.00		0.00	0.00	
Food Services	3.00	3.00	3.00	0.00		12.00				
Support Services	3.00	0.00	0.00	0.00		3.00		0.00	0.00	
Security Supervisors	5.00	2.00	2.00	2.00		14.00		0.00	0.00	
Correctional Officers	1.00	57.00	46.00	36.00		205.00		0.00	0.00	
<b>Total Staff:</b>	<b>34.00</b>	<b>69.00</b>	<b>57.00</b>	<b>38.00</b>	<b>0.00</b>	<b>262.00</b>		<b>0.00</b>	<b>0.00</b>	

**THE GEO GROUP, INC**  
**SOUTH TEXAS DETENTION COMPLEX**

**PEARSBALL, TEXAS**  
**(904 BED STAFFING PLAN)**

**STDC 213**  
**Rev. by 11/01/08/08**

**Executive Office**

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Facility Administrator	5	1.00				1.00	1.00		0.00	0.00
Assistant Facility Administrator-Support Svc	5	1.00				1.00	1.00		0.00	0.00
Assistant Facility Administrator-Operations	5	1.00				1.00	1.00		0.00	0.00
Administrative Assistant	5	1.00				1.00	1.00		0.00	0.00
<b>Executive Staff Sub-Total</b>		<b>4.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>4.00</b>			<b>0</b>

**Business/Support**

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Business Manager	5	1.00				1.00	1.00		0.00	0.00
Personnel Specialist	5	2.00				1.00	2.00		0.00	0.00
Inmate Trust Clerk	5	0.00		2.00		1.00	2.00			
Payroll Clerk	5	0.00		1.00		1.00	1.00			
Accounting Manager	5	1.00				1.00	1.00			
Detainee Records	5	1.00		1.00		1.00	2.00			
Secretary (Receptionist)	5	1.00				1.00	1.00			
Compliance Coordinator (07-02-07)	5	1.00				1.00	1.00			
Hearing/Grievance Officer	5	1.00				1.00	1.00			
Safety/Environmental Specialist	5	1.00				1.00	1.00			
Training Administrator	5	1.00				1.00	1.00		0.00	0.00
Training Clerk	5			1.00		1.00	1.00			
S Technician	5	1.00				1.00	1.00			
Commissary Officer	5	1.00				1.00	1.00			
Laundry	5	2.00		1.00		1.00	3.00			
Mailroom Clerk	5	1.00				1.00	1.00			
<b>Business Office Sub-Total</b>		<b>15.00</b>	<b>0.00</b>	<b>6.00</b>	<b>0.00</b>		<b>21.00</b>			<b>0</b>

**Maintenance**

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Maintenance Supervisor	5	1.00				1.00	1.00		0.00	0.00
Maintenance Technician	5		2.00	1.00		1.00	3.00		0.00	0.00
<b>Maintenance Sub-Total</b>		<b>1.00</b>	<b>2.00</b>	<b>1.00</b>	<b>0.00</b>		<b>4.00</b>			<b>0</b>

**Food Services**

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Food Services Manager	5	1.00				1.00	1.00		0.00	0
Assistant Food Services Manager	5	1.00				1.00	1.00		0.00	0
Food Service Supervisor	5		3.00	3.00		1.50	9.00		0.00	0
Food Service Clerk	5	1.00				1.00	1.00		0.00	0
<b>Programs Sub-Total</b>		<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>0.00</b>		<b>12.00</b>		<b>0.00</b>	<b>0.00</b>

**Support Services**

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Chaplain	5	1.00				1.00	1.00		0.00	0
Recreation Specialist	5	1.00				1.00	1.00		0.00	0
Recreation Assistant	5	1.00				1.00	1.00		0.00	0
<b>Programs Sub-Total</b>		<b>3.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>3.00</b>		<b>0.00</b>	<b>0.00</b>

**Security Supervisors**

Annual    Hourly    Total

	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Salary	Wage	Wages
Chief of Security	5	1.00				1.00	1.00		0.00	0.00
Shift Supervisor	5	1.00				1.00	1.00			
Lieutenant	5		1.00	1.00	1.00	1.50	4.50		0.00	0.00
Sergeant	5		1.00	1.00	1.00	1.50	4.50		0.00	0.00
Assistant Shift Supervisor	5	1.00				1.00	1.00			
Administrative Lieutenant	5	1.00				1.00	1.00			
Transportation Lieutenant	5	1.00				1.00	1.00		0.00	0.00
Transportation Sergeant	5	1.00				1.00	1.00		0.00	0.00
<b>Security Admin Sub-Total</b>		<b>6.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>		<b>15.00</b>		<b>0.00</b>	<b>0.00</b>

Correctional Officers										
	Days Covered	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Master Control	7		2.00	2.00	1.00	1.50	7.50		0.00	0.00
Master Control	5				1.00	1.00	1.00			
Segregation Control	7		1.00	1.00	1.00	1.50	4.50		0.00	0.00
Segregation Unit	7		1.00	1.00	1.00	1.50	4.50		0.00	0.00
Cellhouse Unit	7		2.00	2.00	2.00	1.50	9.00		0.00	0.00
Medical Unit	7		1.00	1.00	1.00	1.50	4.50		0.00	0.00
Perimeter	7		1.00	1.00	1.00	1.50	4.50		0.00	0.00
Visitation	7		2.00			1.20	2.40		0.00	0.00
Transportation	7		6.00	4.00		1.50	15.00		0.00	0.00
Transportation (10/25/05 modification)	7		0.00	0.00		1.00	0.00		0.00	0.00
Bailiffs	5		6.00			1.20	7.20		0.00	0.00
Entrance Officer	7		1.00	1.00	1.00	1.50	4.50		0.00	0.00
Roover/Escort (+2)	7		8.00	8.00	6.00	1.50	33.00		0.00	0.00
Intake Officer	7		3.00	3.00	2.00	1.50	12.00		0.00	0.00
Intake Officer (10/25/05 modification)	7		1.00	1.00		1.00	2.00		0.00	0.00
Intake Coordinator (10/25/05 modification)	5	1.00	0.00			1.00	1.00		0.00	0.00
Male Housing Officer	7		15.00	15.00	15.00	1.50	67.50		0.00	0.00
Female Housing Officer (+2)	7		8.00	8.00	8.00	1.50	27.00		0.00	0.00
Juvenile Housing Officer	7		3.00	2.00	2.00	1.50	10.50		0.00	0.00
Property/Supply Officer	5		1.00	1.00		1.00	2.00			
Library Officer (01-08-08)	5	1.00				1.00	1.00		0.00	0.00
<b>Correctional Officer Sub-Total</b>		<b>1.00</b>	<b>60.00</b>	<b>49.00</b>	<b>40.00</b>		<b>220.60</b>		<b>0.00</b>	<b>0.00</b>

SUMMARY										
	Non Shift	Shift 1	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages	
Executive Staff	4.00	0.00	0.00	0.00		4.00		0.00	0.00	
Business	15.00	0.00	6.00	0.00		21.00		0.00	0.00	
Maintenance	1.00	2.00	1.00	0.00		4.00		0.00	0.00	
Food Services	3.00	3.00	3.00	0.00		12.00				
Support Services	3.00	0.00	0.00	0.00		3.00		0.00	0.00	
Security Supervisors	6.00	2.00	2.00	2.00		15.00		0.00	0.00	
Correctional Officers	1.00	60.00	49.00	40.00		220.60		0.00	0.00	
<b>Total Staff</b>	<b>33.00</b>	<b>67.00</b>	<b>61.00</b>	<b>42.00</b>	<b>0.00</b>	<b>279.60</b>		<b>0.00</b>	<b>0.00</b>	

**THE GEO GROUP, INC**  
**SOUTH TEXAS DETENTION COMPLEX**

**PEARLAND, TEXAS**  
**TRANSPORTATION STAFFING PLAN**

STOC 213

**Security Supervisors**

	Days Covered	Non Shift	Shift	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Transportation Supervisor	5	1				1	1			
Security Supervisors										

**Correctional Officers**

	Days Covered	Non Shift	Shift	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Intake Officers	5	8.00				1.00	6.00		0.00	0.00
Transportation Officers	7	33.00				1.00	33.00			
Correctional Officers Sub-Total		39.00	0.00	0.00	0.00	1.00	39.00			0

**SUMMARY**

	Non Shift	Shift	Shift 2	Shift 3	Relief	FTE	Annual Salary	Hourly Wage	Total Wages
Security Supervisors	1.00	0.00	0.00	0.00	1.00	1.00		0.00	0.00
Correctional Officers	39.00	0.00	0.00	0.00		39.00		0.00	0.00
<b>Total Staff</b>	<b>40.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>	<b>40.00</b>			<b>0</b>

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00021	3. EFFECTIVE DATE 06/26/2007	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Previceh Washington DC 20536	CODE ICE/DM/DC-DC
6. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 6127064650000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001	10B. DATED (SEE ITEM 11) 03/12/2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

Tax ID Number: 65-0043078

DUNS Number: 612706465



Program POC: Deborah Pasterak 915- [redacted] b6

Procurement POC: Paul Previceh 202- [redacted] b6

The purpose of this modification is to incorporate the REA request from the company based on the exercising of option period two. This REA increase is effective for the dates of June 26, 2007 through June 25, 2008.

Funding for this adjustment in the amount of \$424,517.68 is available on modification  
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) AMBER D. MARTIN CONTRACTING OFFICER	
15B. CONTRACTOR OFFICER  (Signature of person authorized to sign)	15C. DATE SIGNED 3-21-08	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 21 Mar 08

NSN 7540-01-152-8070  
Previous edition unusable

**AMBER D. MARTIN**  
Vice President, Contracts Administration  
The GEO Group, Inc.

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00021

PAGE OF  
2. 4

NAME OF OFFEROR OR CONTRACTOR  
**THE GEO GROUP INC**

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>number 14 of the contract..</p> <p>The rates will increase as stated below:</p> <p>CLIN 2001: Increases by [redacted] per day from [redacted] to [redacted] b4</p> <p>CLIN 2021: Increases by [redacted] per day from [redacted] to [redacted] b4</p> <p>CLIN 2022: Increases by [redacted] per hour from [redacted] b4 to [redacted] b4</p> <p>CLIN 2023: Increases by [redacted] per day from [redacted] to [redacted] b4</p> <p>CLIN 2024: Increases by [redacted] per day from [redacted] to [redacted] b4</p> <p>CLIN 2025: Increases by [redacted] per day from [redacted] to [redacted] b4</p> <p>All other terms and conditions remain the same. Period of Performance: 06/26/2007 to 06/25/2008 Contractors, please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ. This procedure takes effect 05/27/2008 and pertains to all invoices submitted on that date and thereafter.</p> <p>1. In accordance with Section G, Contract Administration Data, invoices shall now be submitted via one of the following three methods:</p> <p>a. By mail: DHS, ICE Burlington Finance Center . P.O. Box 1620 Williston, VT 05495-1620 Attn: DRO Invoice</p> <p>b. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact &amp; # of pages)</p> <p>c. By e-mail at: Invoice.Consolidation@dhs.gov</p> <p>Invoices submitted by other than these three methods will be returned. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<a href="http://www.ccr.gov">http://www.ccr.gov</a>) prior to award and shall be notated on every invoice submitted to ICE/OAQ on or after 05/27/2008 to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall</p> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00021

PAGE OF  
3 4

NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>also be notated on every invoice. Please send an additional copy of the invoice to ICEOCIOITSRACQ@DHS.GOV.</p> <p>2. In accordance with Section I, Contract Clauses, FAR 52.212-4 (g) (1), Contract Terms and Conditions, Commercial Items, or FAR 52.232-25 (a) (3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:</p> <p>An invoice must include:</p> <ul style="list-style-type: none"> <li>(i) Name and address of the Contractor;</li> <li>(ii) Invoice date and number;</li> <li>(iii) Contract number, contract line item number and, if applicable, the order number;</li> <li>(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;</li> <li>(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</li> <li>(vi) Terms of any discount for prompt payment offered;</li> <li>(vii) Name and address of official to whom payment is to be sent;</li> <li>(viii) Name, title, and phone number of person to notify in event of defective invoice; and</li> <li>(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)</li> <li>(x) Electronic funds transfer (EFT) banking information.</li> </ul> <p>(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.</p> <p>(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.</p> <p>(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.</p> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00021

PAGE OF  
4 4

NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Invoices without the above information may be returned for resubmission.</p> <p>3. All other terms and conditions remain the same.</p> <p>Receiving Officer/COTR: Each Program Office is responsible for acceptance and receipt of goods and/or services. Upon receipt of goods/services, complete the applicable FFMS reports or DFC will not process the payment.</p>				



Non-Response

Non-Responsive

Non-Responsive



Corporate Headquarters  
One Park Place, Suite 700  
621 Northwest 53<sup>rd</sup> Street  
Boca Raton, Florida 33487

TEL: 561 893 0101  
866 301 4436

[www.thegeogroupinc.com](http://www.thegeogroupinc.com)

July 19, 2007

Department of Homeland Security  
Bureau of Immigration and Customs Enforcement  
Attn.: Mr. James Adams, Contracting Officer  
425 I Street NW  
Room 5009  
Washington, DC 20536

**RE: REQUEST FOR EQUITABLE ADJUSTMENT FOR WAGE DETERMINATION  
05-2519 REVISION 2, CONTRACT NUMBER ACD-4-C-0001**

In accordance with modification P00015 to the above referenced contract, we have finalized the financial impacts associated with the above referenced wage determination. The financial impacts by population segment and activity are indicated below. As you may recall, each of these segments listed involve additional staffing impacted by the Wage Determination.

Base Population - b4 increase by b4 to \$ b4

b4 increase by b4  
b4 increase by b4  
b4 increase by b4

Transportation increase by b4  
On call posts increase by b4

The back up analysis associated with these numbers is attached for your review. We appreciate your assistance in finalizing this issue and look forward to working with you on future projects. If you have any questions, please don't hesitate to contact me.

Sincerely,

Amber Martin, Vice President  
Contracts Administration

cc: Don Houston  
Erasmus Bravo

**South Texas Detention Complex**  
 Estimated Financial Impact of Wage Determination No. 2005-2519 Revision 2  
 Contract Number ACD-4-C-001

b4  
Bed Level

Identify Facility's Position Title	Identify 4th Edition Wage Determination Title	Identify 4th Edition Wage Determination Job Code	Identify 5th Edition Wage Determination Title	5th Ed. Job Code	Rate Method*	FTE	Current Rate	WD R2 Rate	Paid Variance	Paid Extension	Paid H & W 3.16 - 2.59	H & W Extension	FICA Ext. (7.66%)	Workers' Comp Ext.	Grand Total
Administrative Assistant	Secretary III	01313	Secretary III	01312	1	1.00	\$								
Personnel Specialist	Personnel Assistant III	01263	Personnel Assistant II	01262	2	1.00	\$								
Accounting Manager	Accounting Clerk IV	01014	Accounting Clerk III	01013	2	1.00	\$								
Detainee Records Clerk	General Clerk III	01112	General Clerk II	01112	1	1.00	\$								
Secretary	Secretary I	01311	Secretary I	01311	1	1.00	\$								
Maintenance Supervisor	General Maintenance Worker	23370	General Maintenance Worker	23370	1	1.00	\$								
Maintenance Technician	General Maintenance Worker	23370	General Maintenance Worker	23370	1	2.00	\$								
Assistant Food Service Manager	Detention Officer	27040	Detention Officer	27040	1	1.00	\$								
Food Service Officer	Detention Officer	27040	Detention Officer	27040	1	6.00	\$								
Food Service Clerk	Secretary II	01312	Secretary II	01312	1	1.00	\$								
Recreation Officer	Detention Officer	27040	Detention Officer	27040	1	2.00	\$								
Assistant Shift Supervisor	Detention Officer	27040	Detention Officer	27040	1	9.50	\$								
Detention Officers	Detention Officers	27040	Detention Officer	27040	1	174.40	\$								
Bailiffs	Court Security Officer	27010	Court Security Officer	27010	1	7.20	\$								
<b>TOTAL</b>						<b>205.10</b>									

Annual Increase	Clm 2001 Per Diem Increase
\$	\$
	06/26/07-06/25/08

b4  
Bed Level

Identify Facility's Position Title	Identify 4th Edition Wage Determination Title	Identify 4th Edition Wage Determination Job Code	Identify 5th Edition Wage Determination Title	5th Ed. Job Code	Rate Method*	FTE	Current Rate	WD R2 Rate	Paid Variance	Paid Extension	Paid H & W 3.16 - 2.59	H & W Extension	FICA Ext. (7.66%)	Workers' Comp Ext.	Grand Total
Inmate Trust Clerk	Accounting Clerk III	01012	Accounting Clerk II	01011	2	1.00	\$								
Payroll Clerk	Accounting Clerk III	01012	Accounting Clerk II	01011	2	1.00	\$								
Detainee Records	General Clerk III	01112	General Clerk II	01112	1	1.00	\$								
MIS Technician	Personal Computer Support T	14100	Personal Computer Support	14100	1	1.00	\$								
Training Clerk	Personnel Assistant III	01263	Personnel Assistant II	01262	2	1.00	\$								
Detention Officers	Detention Officers	27040	Detention Officer	27040	1	17.00	\$								
<b>TOTAL</b>						<b>22.00</b>									

Annual Increase	Clm 2003 Per Diem Increase
\$	\$
	06/26/07-06/26/08

**South Texas Detention Complex**  
 Estimated Financial Impact of Wage Determination No. 2005-2519 Revision 2  
 Contract Number ACD-4-C-001

1530 Bed Level

Identify Facility's	Identify 4th Edition	Identify 4th Edition Wage Determination	Identify 5th Edition	5th Ed.	Rate Method*	FTE	Current	WD R2	Paid	Paid	Paid H & W	H & W	FICA	Workers'	Grand
Position Title	Wage Determination Title	Job Code	Wage Determination Title	Job Code			Rate	Rate	Year 2005	Estimated	2005-2006	Estimated	2005-2006		
Laundry Officer	Detention Officers	27040	Detention Officer	27040	1	1.00	\$								
Maintenance Technician	General Maintenance Worker	23370	General Maintenance Worker	23370	1	1.00	\$								
Food Service Officer	Detention Officer	27040	Detention Officer	27040	1	3.00	\$								
Detention Officers	Detention Officers	27040	Detention Officer	27040	1	10.00	\$								
<b>TOTAL</b>						<b>15.00</b>									

Annual Increase	Clm 2024 Per Diem Increase
\$	

**South Texas Detention Complex**  
 Estimated Financial Impact of Wage Determination No. 2005-2519 Revision 2  
 Contract Number ACD-4-C-001

1904 Bed Level

Identify Facility's	Identify 4th Edition	Identify 4th Edition Wage Determination	Identify 5th Edition	5th Ed.	Rate Method*	FTE	Current	WD R2	Paid	Paid	Paid H & W	H & W	FICA	Workers'	Grand
Position Title	Wage Determination Title	Job Code	Wage Determination Title	Job Code			Rate	Rate	Variance	Extension	3.16 - 2.5%	Extension	Est. (7.65%)	Comp Est.	Total
Inmate Trust Clerk	Accounting Clerk III	01012	Accounting Clerk II	01011	2	1.00	\$								
Laundry Officer	Detention Officers	27040	Detention Officer	27040	1	1.00	\$								
Mailroom Officer	Detention Officer	27040	Detention Officer	27040	1	1.00	\$								
Assistant Shift Supervisor	Detention Officer	27040	Detention Officer	27040	1	1.00	\$								
Detention Officers	Detention Officers	27040	Detention Officer	27040	1	15.00	\$								
<b>TOTAL</b>						<b>19.00</b>									

Annual Increase	ClIn 2025 Per Diem Increase
\$	

Transportation Staffing

Identify Facility's	Identify 4th Edition	Identify 4th Edition Wage Determination	Identify 5th Edition	5th Ed.	Rate Method*	FTE	Current	WD R2	Paid	Paid	Paid H & W	H & W	FICA	Workers'	Grand
Position Title	Wage Determination Title	Job Code	Wage Determination Title	Job Code			Rate	Rate	Variance	Extension	3.16 - 2.5%	Extension	Est. (7.65%)	Comp Est.	Total
Inlake Officers	Detention Officer	27040	Detention Officer	27040	1	6.00	\$								
Transportation Officers	Detention Officers	27040	Detention Officer	27040	1	33.00	\$								
<b>TOTAL</b>						<b>39.00</b>									

Annual Increase	ClIn 2021 - Transport
\$	

ON CALL & REMOTE POST GUARDS	OFFICER HOURS	HEALTH AND WELFARE INCREASE	H&W EXTN	FICA 7.65%	W/C 3.761%	GRAND TOTAL
On Call Posts	3560					

**\*RATE METHOD**

1. Position listed on Wage Determination, Job Code and position title remains the same, no changes between 4th Edition and 5th Edition
2. Position title and/or Job Code changed as result of the 5th Edition Crosswalk used

Workers Comp Rates	
Administration	
Maintenance	
Security	

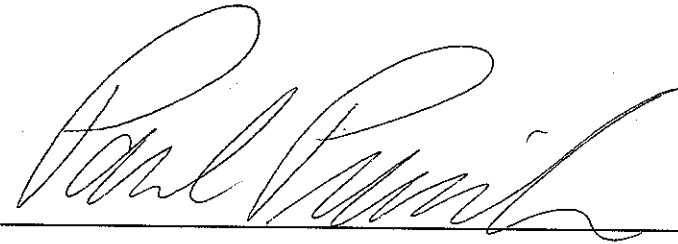
Contract Number ACD-4-C-0001  
Modification number 21  
South Texas Detention Center

The purpose of this modification is to outline the requested REA as fair and reasonable submitted for the exercise of option period two.

The contractor has proposed increases in rates that are between [REDACTED] b4 that will be charged to ICE.

The contractor has had wages increase by [REDACTED] b4 per hour do to an increase in H&W benefits required by wage determination 2005-2519. This results in a [REDACTED] b4 increase and higher on wages paid to employees.

As a result of the company passing on cost less than increases incurred by their increase in payroll, this REA request is of a fair and reasonable nature. It will be effective June 26, 2007 through June 25, 2008.



3-21-08

Paul Preovich  
Contract Specialist

Date



**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

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2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00022

03/25/2008

6. ISSUED BY

CODE

ICE/DM/DC-DC

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DC-DC

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

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

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

THE GEO GROUP INC  
621 NW 53RD ST STE 700  
BOCA RATON FL 334878242

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
ACD-4-C-0001

10B. DATED (SEE ITEM 11)

CODE 6127064650000

FACILITY CODE

03/12/2005

**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.)

Tax ID Number: 65-0043078

DUNS Number: 612706465

Program POC: Deborah Pasterak 915- [redacted] b6

Procurement POC: Paul Previch 202- [redacted] b6

The purpose of this modification is to correct a typographical error on modification 21. After speaking with Dianne Kaplan from GEO, it was verified that the correct rate increase for CLIN 2023 is by [redacted] b4 from [redacted] b4 to [redacted] b4

All other terms and conditions remain the same.

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)		(Signature of Contracting Officer)	28 March

NSN 7540-01-152-8070  
Previous edition unusable

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00022

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2 3

NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Period of Performance: 06/26/2007 to 06/25/2008 Contractors, please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ. This procedure takes effect 05/27/2008 and pertains to all invoices submitted on that date and thereafter.</p> <p>1. In accordance with Section G, Contract Administration Data, invoices shall now be submitted via one of the following three methods:</p> <p>a. By mail: DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620 Attn: DRO Invoice</p> <p>b. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact &amp; # of pages)</p> <p>c. By e-mail at: Invoice.Consolidation@dhs.gov</p> <p>Invoices submitted by other than these three methods will be returned. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<a href="http://www.ccr.gov">http://www.ccr.gov</a>) prior to award and shall be notated on every invoice submitted to ICE/OAQ on or after 05/27/2008 to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall also be notated on every invoice. Please send an additional copy of the invoice to ICEOCIOITSRACQ@DHS.GOV.</p> <p>2. In accordance with Section I, Contract Clauses, FAR 52.212-4 (g) (1), Contract Terms and Conditions, Commercial Items, or FAR 52.232-25 (a) (3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:</p> <p>An invoice must include:</p> <p>(i) Name and address of the Contractor; (ii) Invoice date and number; (iii) Contract number, contract line item number and, if applicable, the order number; (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered; Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00022

PAGE OF  
3 3

NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vi) Terms of any discount for prompt payment offered;</p> <p>(vii) Name and address of official to whom payment is to be sent;</p> <p>(viii) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)</p> <p>(x) Electronic funds transfer (EFT) banking information.</p> <p>(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.</p> <p>(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.</p> <p>(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>3. All other terms and conditions remain the same.</p> <p>Receiving Officer/COTR: Each Program Office is responsible for acceptance and receipt of goods and/or services. Upon receipt of goods/services, complete the applicable FFMS reports or DFC will not process the payment.</p>				

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 14

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00023

06/26/2008

6. ISSUED BY

CODE

ICE/DM/DC-DC

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DC-DC

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

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

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

9A. AMENDMENT OF SOLICITATION NO.

THE GEO GROUP INC  
621 NW 53RD ST STE 700  
BOCA RATON FL 334878242

(x)

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.  
ACD-4-C-0001

10B. DATED (SEE ITEM 11)

03/12/2005

CODE 6127064650000

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:

D. OTHER (Specify type of modification and authority)

X FAR 43.103(B)

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

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

DUNS Number: 612706465

Program POC: Deborah Pasterak 915- [redacted] b6

Procurement POC: Paul Previch 202- [redacted] b6

The purpose of this modification is to exercise Option Period three to run from June 26, 2008 through June 25, 2009 under the authority of FAR 52.217-9: "Option to Extend the Term of the Contract"

FAR 52.232-19 "Availability of Funds for the Next Fiscal Year": Funds are not presently 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)

(Signature of Contracting Officer)

NSN 7540-01-152-8070  
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>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 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</p> <p>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>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 Contract Act -- Price Adjustments (Multiple Year and Option Contracts). Any increase claimed shall be initiated by submitting a rate adjustment proposal, along with detailed supporting price documentation in accordance with the provisions of FAR 52.222-43.</p> <p>The attached wage determination number 2005-2519 revision number 4 dated 2/12/2008 applies. Period of Performance: 06/26/2008 to 06/25/2009 Contractors, please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ. This procedure takes effect 05/27/2008 and pertains to all invoices submitted on that date and thereafter.</p> <p>1. In accordance with Section G, Contract Administration Data, invoices shall now be submitted via one of the following three methods:</p> <p>a. By mail: DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620 Attn: DRO Invoice</p> <p>b. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact &amp; # of pages)</p> <p>c. By e-mail at: Invoice.Consolidation@dhs.gov</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Invoices submitted by other than these three methods will be returned. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<a href="http://www.ccr.gov">http://www.ccr.gov</a>) prior to award and shall be notated on every invoice submitted to ICE/OAQ on or after 05/27/2008 to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall also be notated on every invoice. Please send an additional copy of the invoice to ICEOCIOITSRACQ@DHS.GOV.</p> <p>2. In accordance with Section I, Contract Clauses, FAR 52.212-4 (g)(1), Contract Terms and Conditions, Commercial Items, or FAR 52.232-25 (a)(3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:</p> <p>An invoice must include:</p> <ul style="list-style-type: none"> <li>(i) Name and address of the Contractor;</li> <li>(ii) Invoice date and number;</li> <li>(iii) Contract number, contract line item number and, if applicable, the order number;</li> <li>(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;</li> <li>(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</li> <li>(vi) Terms of any discount for prompt payment offered;</li> <li>(vii) Name and address of official to whom payment is to be sent;</li> <li>(viii) Name, title, and phone number of person to notify in event of defective invoice; and</li> <li>(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)</li> <li>(x) Electronic funds transfer (EFT) banking information.</li> </ul> <p>(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.</p> <p>(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00023

PAGE OF  
4 14

NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer; Other Than Central Contractor Registration), or applicable agency procedures.</p> <p>(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>3. All other terms and conditions remain the same.</p> <p>Receiving Officer/COTR: Each Program Office is responsible for acceptance and receipt of goods and/or services. Upon receipt of goods/services, complete the applicable FFMS reports or DFC will not process the payment.</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		1 2	
P00024		06/20/2008		5. PROJECT NO. (If applicable)	
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)	
ICE/DM/DC-DC		ICE/DM/DC-DC		CODE	
ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536		ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Paul Previch Washington DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.			
THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242		(x)			
		9B. DATED (SEE ITEM 11)			
		10A. MODIFICATION OF CONTRACT/ORDER NO.			
		X ACD-4-C-0001			
		10B. DATED (SEE ITEM 11)			
CODE 6127064650000		FACILITY CODE		03/12/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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: 65-0043078

DUNS Number: 612706465

Program POC: Marcos Reyna 210 [redacted] b6

Procurement POC: Paul Previch 202 [redacted] b6

The purpose of this modification is to incorporate the REA adjustment requested by the vendor with the exercising of the third option period in modification number 23.

The value of this adjustment is \$111,852.10. Funds are available on task order HSCEDM-08-J-00055 for this item.

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)	
[Signature] HERBERT D. MARTIN		James D. Adams	
15B. CONTRACTOR (Type or print)		16B. UNITED STATES OF AMERICA	
Vice President, Contracts Administration		[Signature]	
The GEO Group, Inc.		(Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	
6.20.08		6.23.08	

NSN 7540-01-152-8070  
Previous edition unusable

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



**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00024

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The new rates effective June 26, 2008 for option period three are as follows:</p> <p>CLIN 2001: increases by [REDACTED] from [REDACTED] to [REDACTED]                      b4</p> <p>CLIN 2021: increases by [REDACTED] from [REDACTED] to [REDACTED]                      b4</p> <p>CLIN 2023: increases by [REDACTED] b4 from [REDACTED] b4 to [REDACTED]                      b4</p> <p>CLIN 2024: increases by [REDACTED] from [REDACTED] to [REDACTED]                      b4</p> <p>CLIN 2025: increases by [REDACTED] from [REDACTED] to [REDACTED]                      b4</p> <p>All other terms and conditions remain the same.                      Period of Performance: 06/26/2008 to 06/25/2009</p>				

**Modification for the REA Adjustment for Option Period June 26, 2008 through June 25, 2009 at the Pearsall Contract Detention Facility (ACD-4-C-0001)**

The vendor has requested a REA adjustment for the period noted above based on the impact of wage determination 2005-2519 Revision Number 4.

The wages of employees at the facility will be increasing under the wage determination noted above between [b4] and [b4] depending upon job classification.

The contractor is proposing increases to the following CLINs as outlined below.

CLIN 2001 by [b4] from \$ [b4] to \$ [b4]  
CLIN 2023 by [b4] from \$ [b4] to \$ [b4]  
CLIN 2024 by [b4] from \$ [b4] to \$ [b4]  
CLIN 2025 by [b4] from \$ [b4] to \$ [b4]  
CLIN 2021 by [b4] from \$ [b4] to \$ [b4]

These are increases on average between [b4] and [b4]

This request is deemed to be fair and reasonable based on the documentation provided by the vendor that shows their costs will be increasing on a percentage greater than the percentage of an increase requested for the various CLINs listed above in this document.



Paul Preovich  
Contract Specialist

6-20-08

Date



James D. Adams  
Contracting Officer

6-23-08

Date



**Corporate Headquarters**  
One Park Place, Suite 700  
621 Northwest 53<sup>rd</sup> Street  
Boca Raton, Florida 33487

TEL: 561 893 0101  
866 301 4436  
[www.thegeogroupinc.com](http://www.thegeogroupinc.com)

June 11, 2008

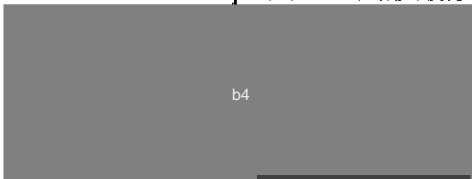
James D. Adams  
Contracting Officer  
U.S. Department of Homeland Security  
Immigration and Customs Enforcement  
425 I Street, NW, Room 2208  
Washington DC 20536

RE: South Texas Detention Center - Estimated Financial Impact of Wage  
Determination 2005-2519, Revision 4

Dear James:

Enclosed is The GEO Group, Inc.'s South Texas Detention Center's spreadsheet detailing the estimated increase in costs associated with implementation of Wage Determination 2005-2519, Revision 4, for the period from June 26, 2008 through June 25, 2009 per Modification P00023 of contract #ACD-4-C-0001.

The total reimbursable increase in costs as a result of this Wage Determination is estimated at \$111,852.10 for the twelve-month period. We have included the holiday pay only for those positions which have a relief factor greater than 1.0. This calculates to increases in the per diems as follows:



Transportation \$

\$111,852.10

These increases are to be effective June 26, 2008.

Please feel free to contact me if you have any questions.

Sincerely,

Amber D. Martin  
Vice President, Contracts Administration  
ADM/dk  
Enc.



**South Texas Detention Complex**  
**Estimated Financial Impact of Wage Determination No. 20 05-2519 Revision 4**  
**Contract Number ACD-4-C-001**

**1904 Bed Level**

Identify Facility's Position Title	Identify 6th Edition Wage Determination Title	5th Ed. Job Code	FTE	Current Rate	WD R4 Rate	Paid Variance	Paid Extension	Holiday Hours*	Holiday Extension	Paid H & W 3.10 - 3.10	H & W Extension	FICA Ext. (7.65%)	Workers' Comp Est.	Grand Total
Detention Officer	Detention Officer	27040	1.99	\$ 14.37										
Detention Officers	Detention Officer	27040	19.00	\$ 14.37										
<b>TOTAL</b>			<b>18.00</b>											

Identify Facility's Position Title	Identify 5th Edition Wage Determination Title	5th Ed. Job Code	FTE	Current Rate	WD R4 Rate	Paid Variance	Paid Extension	Holiday Hours*	Holiday Extension	Paid H & W 3.10 - 3.10	H & W Extension	FICA Ext. (7.65%)	Workers' Comp Est.	Grand Total
Assistant Shift Supervisor	Pending Performance at 11% Premium above job code 27040	NA	1.00	\$ 14.91										
<b>TOTAL</b>	<b>7% INCREASE</b>		<b>1.00</b>											

Annual Increase	Clin 2025 Per Diem Increase 062508-062509
\$	

b4  
% INCREASE

**Transportation Staffing**

Identify Facility's Position Title	Identify 5th Edition Wage Determination Title	5th Ed. Job Code	FTE	Current Rate	WD R4 Rate	Paid Variance	Paid Extension	Holiday Hours*	Holiday Extension	Paid H & W 3.10 - 3.10	H & W Extension	FICA Ext. (7.65%)	Workers' Comp Est.	Grand Total
Detention Officers	Detention Officer	27040	3.99											
Transportation Officers	Detention Officer	27040	33.00											
<b>TOTAL</b>			<b>39.00</b>											

Annual Increase	Clin 2025 - Transport Increase 062508-062509
\$	

b4  
% INCREASE

\* Paid Holidays increased from 8 to 10 in Revision 4.

ON CALL & REMOTE POST GUARDS	OFFICER HOURS	RAW INCREASE 3.10 - 3.18	RAW EXTH	FICA 7.65%	WIC 3.701%	GRAND TOTAL
On Call Posts	3520					
		Clin 2022 increase in Hourly rate				

Workers Comp Rates	
Administration	
Maintenance	
Security	

b4

Non-Responsive

**Transaction Information**

**IDV Type:** Other IDC      **Prepared Date:** 06/23/2008 10:15:18      **Prepared User:** PAUL.PREVICH@  
**IDV Status:** Draft      **Last Modified Date:** 06/23/2008 10:16:37      **Last Modified User:** PAUL.PREVICH@

**Document Information**

	Agency	Procurement Identifier	Modification No
IDV ID:*	7012	HSACD4C0001	P00024
Referenced IDV ID:			
Reason For Modification:*	CHANGE ORDER		
Solicitation ID:			

**Dates**

**Date Signed:\*** 06/20/2008  
**Effective Date:\*** 06/20/2008  
**Last Date to Order:** 06/25/2009

**Amounts**

	Previous	Current	Total
<b>Action Obligation:</b>	\$65,936,821.06	\$0.00	\$65,936
<b>Base And All Options Value:*</b>	\$65,936,821.06	\$0.00	\$65,936

**Purchaser Information**

**Contracting Office Agency ID:\*** 7012      **Contracting Office Agency Name:** BUREAU OF IMMIGRATION AND CUS  
**Contracting Office ID:\*** DMDC0      **Contracting Office Name:** DETENTION MANAGEMENT - DC OFI

**Contractor Information**

**Socio Economic Data**

**CCR Exception:** PLEASE SELECT CCR EXCEPTION BY CLICKING THE ELLIPSIS (...) BUTTON

**Vendor Name:** CORRECTIONAL SERVICES CORPORA

**DBAN:** \_\_\_\_\_  
**Street:** 1819 MAIN ST, STE 1000  
**Street2:** \_\_\_\_\_  
**City:** SARASOTA  
**State:** FL      **Zip:** 342365951  
**Congressional District:** FLORIDA 13  
**Country:** UNITED STATES  
**Phone:** \_\_\_\_\_  
**Fax No:** \_\_\_\_\_  
**DUNS No:** 8256222510000  
**Contractor Name From Contract:** CORRECTIONAL SERVICES CORP

- |                                                    |                                                  |                                        |
|----------------------------------------------------|--------------------------------------------------|----------------------------------------|
| <input type="checkbox"/> Veteran Owned             | <input type="checkbox"/> Asian Pacific           | <input type="checkbox"/> Tribal Govern |
| <input type="checkbox"/> 8(a) Firm                 | <input type="checkbox"/> Service Disabled Vet    | <input type="checkbox"/> Black Owned   |
| <input type="checkbox"/> Hub Zone                  | <input type="checkbox"/> Local Government        | <input type="checkbox"/> Native Ameri  |
| <input type="checkbox"/> SDB                       | <input type="checkbox"/> Minority Institution    | <input type="checkbox"/> Asian Indian  |
| <input type="checkbox"/> JWOD (Sheltered Workshop) | <input type="checkbox"/> American Indian         | <input type="checkbox"/> Non-Profit O  |
| <input type="checkbox"/> HBCU                      | <input type="checkbox"/> State Government        | <input type="checkbox"/> Hispanic Ow   |
| <input type="checkbox"/> Educational Institution   | <input type="checkbox"/> Federal Government      | <input type="checkbox"/> Emerging Sr   |
| <input type="checkbox"/> Women Owned               | <input type="checkbox"/> Minority Owned Business | <input type="checkbox"/> Hospital      |

Organization Type	Number of Employees	Annual Rev
	2500	\$150,000,000

**Contract Data**

**Type of Contract:** Fixed Price  
**Major Program:** \_\_\_\_\_  
**National Interest Action:\*** None  
**Type of IDC:** Indefinite Delivery / Indefinite Quantity  
**Multiple Or Single Award IDC:** Multiple Award  
**Program Acronym:** DRO  
**Cost Or Pricing Data:** Select One  
**Cost Accounting Standards Clause:**   
**Consolidated Contract: (\* > \$5 Million)**

**Legislative Mandates**      **Inter Agency IDV Authority**

Walsh-Healey Act:  Economy Act:   
 Service Contract Act:  Other Interagency Contracting Statutory Authority:   
 Davis Bacon Act:  (1000 characters)

**Contract Marketing Data**

Website URL: (*http://www.fpds.gov*)   
 Who Can Use: Only the Agency awarding the contract may place orders.   
 FIPS 95 codes / Other Text:   
 Email Contact:   
 Maximum Order Limit: \$0.00  
 Fee for Use of Service:  
 Fixed  %  
 Varies by Amount Lower Value  Upper Value   
 Varies by Other Factor  
 No Fee

Ordering Procedure:  
 (Optional if Website URL is provided, otherwise mandatory.)

**Product Or Service Information**

Product/Service Code: AD21 Description: SERVICES (BASIC)  
 Principal NAICS Code: 561612 Description: SECURITY GUARDS AND PATROL SERVICES  
 Claimant Program Code:  Description:   
 Bundled Contract: Not a bundled requirement   
 GFE/GFP Provided Under This Action:   
 Use Of Recovered Material: No Clauses Included   
 Sea Transportation: Select One   
 Description Of Contract Requirement: (4000 characters)  
 GUARD SERVICES

**Competition Information**

Extent Competed For Referenced IDV:   
 Extent Competed: Full and Open Competition   
 Solicitation Procedures: Negotiated Proposal/Quote   
 Type Of Set Aside: No set aside used.  
 Evaluated Preference: No Preference used   
 SBIR/STTR: Select One   
 Statutory Exception To Fair Opportunity: Select One   
 Reason Not Competed: Select One   
 Number Of Offers Received: 1  
 Small Business Competitiveness Demonstration Program:   
 Commercial Item Test Program:   
 Commercial Item Acquisition Procedures:   
 Preference Programs / Other Data  
 Contracting Officer's Business Size Selection: Other than Small Business



Subcontract Plan:\*

Plan Required - Incentive Not Included



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00025	3. EFFECTIVE DATE 06/24/2008	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) THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 6127064650000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001	10B. DATED (SEE ITEM 11) 03/12/2005	

**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 IICF section headings, including solicitation/contract subject matter where feasible.)**

DUNS Number: 612706465

Program POC: Marcos Reyna 210- [redacted] b6

Procurement POC: Paul Previch 202- [redacted] b6

The purpose of this modification is to correct an administrative issue of the CLIN number used on modification 24. The new rates incorporated on modification 24 are for option period 3. As a result of this the CLIN numbers should start with three and not two. The numbers below represent the correct CLIN's.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	James D. Adams
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
	16B. UNITED STATES OF AMERICA
	16C. DATE SIGNED
	James D. Adams 24 June 2008
	(Signature of Contracting Officer)

NSN 7540-01-152-8070  
Previous edition unusable

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P 00025

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The new rates effective June 26, 2008 for option period three are as follows:</p> <p>CLIN 3 001: increases by [REDACTED] from [REDACTED] to [REDACTED]                      b4</p> <p>CLIN 3 021: increases by [REDACTED] from [REDACTED] to [REDACTED]                      \$ b4</p> <p>CLIN 3 023: increases by [REDACTED] b4 from [REDACTED] b4 to [REDACTED]                      b4</p> <p>CLIN 3 024: increases by [REDACTED] from [REDACTED] to [REDACTED]                      b4</p> <p>CLIN 3 025: increases by [REDACTED] from [REDACTED] to [REDACTED]                      b4</p> <p>All other terms and conditions remain the same.                      Period of Performance: 06/26/2008 to 06/25/2009</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. P00026	3. EFFECTIVE DATE 07/07/2008	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) THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242		9A. AMENDMENT OF SOLICITATION NO. (x)	
CODE 6127064650000		FACILITY CODE	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001 X	
		10B. DATED (SEE ITEM 11) 03/12/2005	

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

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

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

See Schedule

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

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

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

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

DUNS Number: 612706465

Program POC: Kymberlie Alfaro 210 [b6]

Procurement POC: Paul Previch 202 [b6]

The purpose of this modification is to remove Deborah Pasterak as COTR and add Kymberlie Alfaro as COTR effective immediately.

All other terms and conditions remain the same.

Period of Performance: 06/26/2008 to 06/25/2009

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	James D. Adams
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of Contracting Officer)	10 July 08

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   13
2. AMENDMENT/MODIFICATION NO. P00027	3. EFFECTIVE DATE 06/26/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (if other than item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Murthlyn Samuel Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 6127064650000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001	
		10B. DATED (SEE ITEM 11) 03/12/2005	

**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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a)
	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: 65-0043078

DUNS Number: 612706465



Program POC: Kimberlie Alfaro 210-[REDACTED] b6

Procurement POC: Murthlyn Samuel 202-[REDACTED] b6

The purpose of this modification is to (1) Correct the duplication of CLINs 1021, 1022, 1023, 2021, 2022, 2023, 3021, 3022, 3023, 4021, 4022 and 4023 as listed on Modification P00009 (2) Change the rates for CLINs 3001, 3021, 3022, 3023, 3024, 3025 and 3026 and (3) Update the rates listed for Option Period 4.

Currently, this Contract lists CLINs 1021, 2021, 3021 and 4021 listed as Adult Detainee 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 BUYER (Type or print) <b>AMBER D. MARTIN</b> Vice President, Contracts Administration THE GEO Group, Inc.	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams UNITED STATES OF AMERICA
15B. CONTRACTOR/VEP SIGNATURE  (Signature of person authorized to sign)	16B. DATE SIGNED 7-22-08 (Signature of Contracting Officer) 
15C. DATE SIGNED 7-22-08	16C. DATE SIGNED 7-22-08

NSN 7540-01-152-8070  
Previous edition unusable

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



**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Wages and Transportation Req. In an effort to correct this duplication CLINs 1021, 2021 3021 and 4021 listed for Transportation Req., is hereby re-numbered to CLINs 1026, 2026, 3026 and 4026.</p> <p>CLINs 1022, 2022, 3022 and 4022 are listed as On Call &amp; Remote Post and Bus/Mileage. In an effort to correct this duplication CLINs 1022, 2022, 3022 and 4022 for Bus/Mileage is hereby re-numbered to CLINs 1027, 2027, 3027 and 4027.</p> <p>CLINs 1023, 2023, 3023, and 4023 are listed as Adult Detainees and Van/Mileage. In an effort to correct this duplication CLINs 1023, 2023, 3023, and 4023 for Van/Mileage is hereby re-numbered to CLINs 1028, 2028, 3028, and 4028.</p> <p>The new rates effective June 26, 2008 for Option Period Three are as follows:</p> <p>CLIN 3001: increases by [redacted] from [redacted] to [redacted]                      CLIN 3022: increases by [redacted] from [redacted] to [redacted]                      CLIN 3023: increases by [redacted] from [redacted] to [redacted]                      CLIN 3024: increases by [redacted] from [redacted] to [redacted]                      CLIN 3025: increases by [redacted] from [redacted] to [redacted]                      CLIN 3026: increases by [redacted] from [redacted] to [redacted]</p> <p>As a result of the Wage Determination rate changes Option Period Four rates are increased as follows:</p> <p>CLIN 4001: increases by [redacted] from [redacted] to [redacted]                      CLIN 4022: increases by [redacted] from [redacted] to [redacted]                      CLIN 4023: increases by [redacted] from [redacted] to [redacted]                      CLIN 4024: increases by [redacted] from [redacted] to [redacted]                      CLIN 4025: increases by [redacted] from [redacted] to [redacted]                      CLIN 4026: increases by [redacted] from [redacted] to [redacted]</p> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2026	<p>Attached is a copy of Wage Determination 2005-2519 Revision 4 dated 02/12/2008.</p> <p>Except as modified herein, all other terms and conditions remain unchanged and in full force and effect.</p> <p>Discount Terms: </p> <p>FOB: Destination</p> <p>Period of Performance: 06/26/2008 to 06/25/2009</p> <p>Transportation Req</p> <p>Product/Service Code: S206</p>		EA	0.00	

\*\*\*\*\* THIS WAGE DETERMINATION WAS REPLACED 05/06/2008 \*\*\*\*\*  
 WD 05-2519 (Rev.-4) was first posted on www.wdol.gov on 02/19/2008  
 \*\*\*\*\*

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

William W.Gross                      Division of  
 Director                              Wage Determinations

Wage Determination No.: 2005-2519  
 Revision No.: 4  
 Date Of Revision: 02/12/2008

State: Texas

Area: Texas Counties of Brooks, Cameron, Dimmit, Duval, Frio, Hidalgo, Jim Hogg,  
 Kenedy, La Salle, Maverick, Starr, Webb, Willacy, Zapata, Zavala

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	10.17
01012 - Accounting Clerk II	11.41
01013 - Accounting Clerk III	12.77
01020 - Administrative Assistant	15.33
01040 - Court Reporter	12.42
01051 - Data Entry Operator I	9.23
01052 - Data Entry Operator II	10.07
01060 - Dispatcher, Motor Vehicle	11.51
01070 - Document Preparation Clerk	9.11
01090 - Duplicating Machine Operator	9.11
01111 - General Clerk I	9.28
01112 - General Clerk II	10.19
01113 - General Clerk III	11.63
01120 - Housing Referral Assistant	13.09
01141 - Messenger Courier	8.75
01191 - Order Clerk I	9.17
01192 - Order Clerk II	10.01
01261 - Personnel Assistant (Employment) I	10.93
01262 - Personnel Assistant (Employment) II	12.23
01263 - Personnel Assistant (Employment) III	13.68
01270 - Production Control Clerk	11.03
01280 - Receptionist	9.11
01290 - Rental Clerk	10.69
01300 - Scheduler, Maintenance	10.89
01311 - Secretary I	11.20
01312 - Secretary II	12.42
01313 - Secretary III	13.79
01320 - Service Order Dispatcher	9.85
01410 - Supply Technician	14.54
01420 - Survey Worker	11.68
01531 - Travel Clerk I	10.10
01532 - Travel Clerk II	11.06
01533 - Travel Clerk III	11.86
01611 - Word Processor I	10.10



01612 - Word Processor II	11.94
01613 - Word Processor III	12.50
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.12
05010 - Automotive Electrician	12.19
05040 - Automotive Glass Installer	11.41
05070 - Automotive Worker	11.41
05110 - Mobile Equipment Servicer	10.13
05130 - Motor Equipment Metal Mechanic	12.83
05160 - Motor Equipment Metal Worker	11.41
05190 - Motor Vehicle Mechanic	12.83
05220 - Motor Vehicle Mechanic Helper	9.62
05250 - Motor Vehicle Upholstery Worker	10.78
05280 - Motor Vehicle Wrecker	11.41
05310 - Painter, Automotive	12.19
05340 - Radiator Repair Specialist	11.41
05370 - Tire Repairer	10.10
05400 - Transmission Repair Specialist	12.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	9.31
07041 - Cook I	8.08
07042 - Cook II	8.63
07070 - Dishwasher	6.54
07130 - Food Service Worker	7.23
07210 - Meat Cutter	10.65
07260 - Waiter/Waitress	6.75
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	11.99
09040 - Furniture Handler	8.25
09080 - Furniture Refinisher	11.99
09090 - Furniture Refinisher Helper	9.29
09110 - Furniture Repairer, Minor	10.71
09130 - Upholsterer	11.99
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	7.68
11060 - Elevator Operator	6.84
11090 - Gardener	9.26
11122 - Housekeeping Aide	6.84
11150 - Janitor	8.66
11210 - Laborer, Grounds Maintenance	7.50
11240 - Maid or Houseman	6.59
11260 - Pruner	6.82
11270 - Tractor Operator	8.74
11330 - Trail Maintenance Worker	7.50
11360 - Window Cleaner	8.54
12000 - Health Occupations	
12010 - Ambulance Driver	12.02
12011 - Breath Alcohol Technician	14.99
12012 - Certified Occupational Therapist Assistant	20.11
12015 - Certified Physical Therapist Assistant	19.00
12020 - Dental Assistant	13.22
12025 - Dental Hygienist	28.00
12030 - EKG Technician	22.47
12035 - Electroneurodiagnostic Technologist	22.47
12040 - Emergency Medical Technician	12.02
12071 - Licensed Practical Nurse I	13.36
12072 - Licensed Practical Nurse II	14.99
12073 - Licensed Practical Nurse III	16.77
12100 - Medical Assistant	10.95
12130 - Medical Laboratory Technician	14.09

12160 - Medical Record Clerk	12.34
12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	12.34
12210 - Nuclear Medicine Technologist	33.05
12221 - Nursing Assistant I	8.21
12222 - Nursing Assistant II	9.23
12223 - Nursing Assistant III	10.08
12224 - Nursing Assistant IV	11.29
12235 - Optical Dispenser	14.99
12236 - Optical Technician	13.36
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.36
12305 - Radiologic Technologist	19.41
12311 - Registered Nurse I	24.40
12312 - Registered Nurse II	29.85
12313 - Registered Nurse II, Specialist	29.85
12314 - Registered Nurse III	36.12
12315 - Registered Nurse III, Anesthetist	36.12
12316 - Registered Nurse IV	43.28
12317 - Scheduler (Drug and Alcohol Testing)	18.63
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.68
13012 - Exhibits Specialist II	19.43
13013 - Exhibits Specialist III	23.59
13041 - Illustrator I	15.68
13042 - Illustrator II	19.43
13043 - Illustrator III	23.59
13047 - Librarian	21.51
13050 - Library Aide/Clerk	8.01
13054 - Library Information Technology Systems Administrator	18.94
13058 - Library Technician	9.94
13061 - Media Specialist I	12.30
13062 - Media Specialist II	13.64
13063 - Media Specialist III	15.14
13071 - Photographer I	13.34
13072 - Photographer II	14.92
13073 - Photographer III	18.50
13074 - Photographer IV	21.32
13075 - Photographer V	26.60
13110 - Video Teleconference Technician	14.03
14000 - Information Technology Occupations	
14041 - Computer Operator I	10.23
14042 - Computer Operator II	12.31
14043 - Computer Operator III	14.76
14044 - Computer Operator IV	16.47
14045 - Computer Operator V	18.29
14071 - Computer Programmer I (1)	16.34
14072 - Computer Programmer II (1)	18.39
14073 - Computer Programmer III (1)	24.35
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	23.41
14102 - Computer Systems Analyst II (1)	26.90
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	11.53
14160 - Personal Computer Support Technician	16.47
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	23.41
15020 - Aircrew Training Devices Instructor (Rated)	28.33
15030 - Air Crew Training Devices Instructor (Pilot)	30.46
15050 - Computer Based Training Specialist / Instructor	23.41

15060 - Educational Technologist	22.16
15070 - Flight Instructor (Pilot)	30.46
15080 - Graphic Artist	16.16
15090 - Technical Instructor	16.83
15095 - Technical Instructor/Course Developer	19.52
15110 - Test Proctor	10.62
15120 - Tutor	10.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.42
16030 - Counter Attendant	7.42
16040 - Dry Cleaner	8.87
16070 - Finisher, Flatwork, Machine	7.42
16090 - Presser, Hand	7.42
16110 - Presser, Machine, Drycleaning	7.42
16130 - Presser, Machine, Shirts	7.42
16160 - Presser, Machine, Wearing Apparel, Laundry	7.42
16190 - Sewing Machine Operator	9.33
16220 - Tailor	9.83
16250 - Washer, Machine	7.89
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	13.84
19040 - Tool And Die Maker	16.75
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	9.24
21030 - Material Coordinator	13.09
21040 - Material Expediter	12.99
21050 - Material Handling Laborer	9.44
21071 - Order Filler	8.43
21080 - Production Line Worker (Food Processing)	9.29
21110 - Shipping Packer	9.93
21130 - Shipping/Receiving Clerk	9.93
21140 - Store Worker I	9.03
21150 - Stock Clerk	12.56
21210 - Tools And Parts Attendant	9.29
21410 - Warehouse Specialist	9.29
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	13.15
23021 - Aircraft Mechanic I	12.52
23022 - Aircraft Mechanic II	13.15
23023 - Aircraft Mechanic III	13.81
23040 - Aircraft Mechanic Helper	9.29
23050 - Aircraft, Painter	11.71
23060 - Aircraft Servicer	11.21
23080 - Aircraft Worker	11.23
23110 - Appliance Mechanic	12.88
23120 - Bicycle Repairer	9.40
23125 - Cable Splicer	17.15
23130 - Carpenter, Maintenance	11.71
23140 - Carpet Layer	10.96
23160 - Electrician, Maintenance	13.97
23181 - Electronics Technician Maintenance I	12.65
23182 - Electronics Technician Maintenance II	14.54
23183 - Electronics Technician Maintenance III	17.58
23260 - Fabric Worker	10.35
23290 - Fire Alarm System Mechanic	12.52
23310 - Fire Extinguisher Repairer	10.00
23311 - Fuel Distribution System Mechanic	14.91
23312 - Fuel Distribution System Operator	11.00
23370 - General Maintenance Worker	11.71
23380 - Ground Support Equipment Mechanic	12.52

23381 - Ground Support Equipment Servicer	11.21
23382 - Ground Support Equipment Worker	11.23
23391 - Gunsmith I	9.45
23392 - Gunsmith II	10.81
23393 - Gunsmith III	12.17
23410 - Heating, Ventilation And Air-Conditioning Mechanic	12.33
23411 - Heating, Ventilation And Air Contdditioning Mechanic (Research Facility)	
12.95	
23430 - Heavy Equipment Mechanic	15.41
23440 - Heavy Equipment Operator	12.08
23460 - Instrument Mechanic	12.52
23465 - Laboratory/Shelter Mechanic	11.47
23470 - Laborer	7.66
23510 - Locksmith	11.71
23530 - Machinery Maintenance Mechanic	13.55
23550 - Machinist, Maintenance	12.32
23580 - Maintenance Trades Helper	9.24
23591 - Metrology Technician I	12.52
23592 - Metrology Technician II	13.15
23593 - Metrology Technician III	13.81
23640 - Millwright	12.52
23710 - Office Appliance Repairer	11.99
23760 - Painter, Maintenance	11.71
23790 - Pipefitter, Maintenance	12.32
23810 - Plumber, Maintenance	11.99
23820 - Pneudraulic Systems Mechanic	12.52
23850 - Rigger	14.34
23870 - Scale Mechanic	11.23
23890 - Sheet-Metal Worker, Maintenance	12.32
23910 - Small Engine Mechanic	12.11
23931 - Telecommunications Mechanic I	14.91
23932 - Telecommunications Mechanic II	15.65
23950 - Telephone Lineman	13.77
23960 - Welder, Combination, Maintenance	13.27
23965 - Well Driller	12.52
23970 - Woodcraft Worker	12.32
23980 - Woodworker	10.42
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.23
24580 - Child Care Center Clerk	9.66
24610 - Chore Aide	6.28
24620 - Family Readiness And Support Services Coordinator	7.13
24630 - Homemaker	12.27
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	12.32
25040 - Sewage Plant Operator	11.71
25070 - Stationary Engineer	12.32
25190 - Ventilation Equipment Tender	9.29
25210 - Water Treatment Plant Operator	10.61
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.56
27007 - Baggage Inspector	9.65
27008 - Corrections Officer	13.28
27010 - Court Security Officer	17.35
27030 - Detection Dog Handler	12.84
27040 - Detention Officer	14.37
27070 - Firefighter	15.77
27101 - Guard I	8.79
27102 - Guard II	12.84
27131 - Police Officer I	20.81

27132 - Police Officer II	24.06
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	7.66
28042 - Carnival Equipment Repairer	8.09
28043 - Carnival Equipment Worker	7.37
28210 - Gate Attendant/Gate Tender	12.36
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	13.83
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	11.12
28630 - Sports Official	11.01
28690 - Swimming Pool Operator	10.82
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	12.56
29020 - Hatch Tender	12.56
29030 - Line Handler	12.56
29041 - Stevedore I	11.42
29042 - Stevedore II	12.83
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.97
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.73
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.03
30021 - Archeological Technician I	13.08
30022 - Archeological Technician II	13.85
30023 - Archeological Technician III	17.07
30030 - Cartographic Technician	17.08
30040 - Civil Engineering Technician	16.56
30061 - Drafter/CAD Operator I	12.32
30062 - Drafter/CAD Operator II	13.76
30063 - Drafter/CAD Operator III	15.37
30064 - Drafter/CAD Operator IV	17.07
30081 - Engineering Technician I	11.39
30082 - Engineering Technician II	12.80
30083 - Engineering Technician III	14.30
30084 - Engineering Technician IV	17.74
30085 - Engineering Technician V	20.42
30086 - Engineering Technician VI	25.48
30090 - Environmental Technician	17.27
30210 - Laboratory Technician	15.99
30240 - Mathematical Technician	17.08
30361 - Paralegal/Legal Assistant I	15.14
30362 - Paralegal/Legal Assistant II	17.26
30363 - Paralegal/Legal Assistant III	19.93
30364 - Paralegal/Legal Assistant IV	22.99
30390 - Photo-Optics Technician	17.08
30461 - Technical Writer I	17.74
30462 - Technical Writer II	20.42
30463 - Technical Writer III	24.36
30491 - Unexploded Ordnance (UXO) Technician I	20.95
30492 - Unexploded Ordnance (UXO) Technician II	25.35
30493 - Unexploded Ordnance (UXO) Technician III	30.39
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	20.95
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	15.37
30621 - Weather Observer, Senior (3)	17.08
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	7.71
31030 - Bus Driver	12.69
31043 - Driver Courier	10.30
31260 - Parking and Lot Attendant	7.41

31290 - Shuttle Bus Driver	10.45
31310 - Taxi Driver	7.32
31361 - Truckdriver, Light	10.30
31362 - Truckdriver, Medium	11.15
31363 - Truckdriver, Heavy	13.51
31364 - Truckdriver, Tractor-Trailer	13.51
99000 - Miscellaneous Occupations	
99030 - Cashier	8.33
99050 - Desk Clerk	7.10
99095 - Embalmer	21.69
99251 - Laboratory Animal Caretaker I	10.30
99252 - Laboratory Animal Caretaker II	10.81
99310 - Mortician	21.69
99410 - Pest Controller	11.02
99510 - Photofinishing Worker	10.27
99710 - Recycling Laborer	9.54
99711 - Recycling Specialist	11.39
99730 - Refuse Collector	9.09
99810 - Sales Clerk	8.85
99820 - School Crossing Guard	9.54
99830 - Survey Party Chief	15.69
99831 - Surveying Aide	10.67
99832 - Surveying Technician	13.13
99840 - Vending Machine Attendant	9.54
99841 - Vending Machine Repairer	10.82
99842 - Vending Machine Repairer Helper	9.54

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; and 3 weeks after 10 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) 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 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**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES 1 / 7

2. AMENDMENT/MODIFICATION NO. E00028 3. EFFECTIVE DATE 09/19/2008 4. REQUISITION/PURCHASE REQ. NO. \_\_\_\_\_ 5. PROJECT NO. (if applicable) \_\_\_\_\_

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) 9A. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_

THE GEO GROUP INC  
621 NW 53RD ST STE 700  
BOCA RATON FL 334878242

9B. DATED (SEE ITEM 11) \_\_\_\_\_ 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001

10B. DATED (SEE ITEM 11) 03/12/2005

CODE 6127064650000 FACILITY CODE \_\_\_\_\_

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS.  
 The above numbered solicitation is amended as set forth in Item 4. The four and date specified for receipt of 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 \_\_\_\_\_ copy 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 4.

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 FAR 43.103(a)

D. OTHER (Specify type of modification and authority)

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: 612706465  
Program POC: Robert Gil 210-  
Procurement POC: Murthlyn Samuel 202-

The purpose of this modification is to (1) Change the Guaranteed Minimum from b4 to b4 (2) Accept and incorporate GEO's revised proposal for the additional b4 Detention Guards and Transportation with the additional b4 Detention Guards for Option III, (3) Add CLINE 3029 Adult Detainees - Guaranteed Minimum b4, CLIN 3030 Adult Detainees - Above Guaranteed Minimum, CLIN 3031 Transportation, 3032 Transportation - Mileage Guaranteed Minimum b4 Annually, 3033 Transportation - Mileage Above Guaranteed Minimum and outside of the 8 approved locations and 3034 Fuel Costs and (4) Revise Section B and add Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Louis Carrillo - V.P. & Corp Counsel 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D Adams  
16B. CONTRACTOR OFFEROR Ch. V. Carrillo 16C. DATE SIGNED 9.19.08 16D. UNITED STATES OF AMERICA James D Adams 16E. DATE SIGNED 9.19.08

NSN 7840-01-162-9070 Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CLINs 3029 through 3034.</p> <p>The Government and GEO have agreed to the following regarding the additional b4 Detention Guards:</p> <ol style="list-style-type: none"> <li>1. The Government accepted the final staffing plan for the Additional Guards which was submitted by GEO on September 18, 2008.</li> <li>2. The Government agreed to pay GEO 50% (\$5,103,708.50) upfront of costs associated with acquiring the additional b4 guards. Once GEO attains 51% an additional 25% (\$2,551,854.25) of costs would be paid to GEO. Finally once Geo attains 76% of staffing then GEO will receive the final 25% (\$2,551,854.25) of associated costs.</li> <li>3. The Government expects GEO to achieve the targeted increase of staffing on or before April 1, 2009.</li> <li>4. The Government and GEO will prioritize the positions which will be filled first in an effort to completely eliminate On-Call Posts within the targeted time frame on or before April 1, 2009.</li> <li>5. GEO will continue to bill for On-Call Posts until filled by additive staff.</li> <li>6. After all On-Call Posts have been filled, the Government and GEO agree to establish a new priority list which will be updated, completed and approved by the COTR and GEO.</li> </ol> <p>The Government and GEO have agreed to the following regarding Transportation which is inclusive of the additional 3 Transportation Guards:</p> <ol style="list-style-type: none"> <li>1. The Government accepted the final staffing plan for Transportation which includes the 3 additional guards which was submitted by GEO on September 18, 2008. As a result the number of Transportation Guards will increase from 40 to 43.</li> <li>2. The changes to Transportation will be effective immediately.</li> </ol> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00028

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NAME OF OFFEROR OR CONTRACTOR  
**THE GEO GROUP INC**

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3. The mileage rate guarantee for <b>b4</b> miles annually is <b>b4</b></p> <p>4. Transportation costs cover these eight approved locations</p> <ul style="list-style-type: none"> <li>• 1. Del Rio</li> <li>• 2. Eagle Pass</li> <li>• 3. Iaredo</li> <li>• 4. San Antonio</li> <li>• 5. Dallas</li> <li>• 6. Houston</li> <li>• 7. Harlingen</li> <li>• 8. Austin</li> </ul> <p>5. The mileage rate of <b>b4</b> will apply to trips above and beyond the <b>b4</b> mileage guarantee and outside of the approved eight locations.</p> <p>6. All fuel will be reimbursed at cost and such cost will not be included in the mileage rate.</p> <p>The following changes have been made to Section B, "Supplies or Services and Prices/Costs":</p> <p>CLIN 3022 On Call Remote Post will become null and void on or before April 1, 2009 due to GEO's expected attainment of 76% of increased staff.</p> <p>CLINs 3029 and 3030 will take effect on or before April 1, 2009 due to GEO's expected attainment of 76% of increased staff. Once in effect CLINs 3001, 3002, 3023, 3024 and 3025 will become null and void.</p> <p>CLINs 3032 through 3034 will take effect immediately. Therefore CLINs 3006 through 3020 and CLINs 3026 through 3028 are now null and void.</p> <p>Attachment A reflects the revised and updated copy of Section B, "Supplies or Services and Prices/Costs".</p> <p>Attachment B reflects the initial On-Call Posts Conversion to Permanent Posts listing. All future changes to this list will be updated, completed and approved by the COTR and GEO.</p> <p>A subsequent modification will be issued for Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00028

PAGE OF  
4 7

NAME OF OFFEROR OR CONTRACTOR  
**THE GEO GROUP INC**

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funding via Task Order HSCEDM-08-J-00055.  Discount Terms: [redacted] FOB: Destination Period of Performance: 06/26/2008 to 06/25/2009  Add Item 3001 as follows:				
3001	Adult Detainees [redacted] (Guaranteed Minimum) Product/Service Code: S206  Add Item 3002 as follows:	[redacted]	[redacted]	[redacted]	[redacted]
3002	Adult Detainees [redacted] - [redacted] Detainees Product/Service Code: S206  Add Item 3021 as follows:				
3021	Adult Detainees Wages Product/Service Code: S206  Add Item 3022 as follows:				
3022	ON Call & Remote Post Product/Service Code: S206  Add Item 3023 as follows:				
3023	Adult Detainees [redacted] - [redacted] Detainees Product/Service Code: S206  Add Item 3024 as follows:				
3024	Adult Detainees [redacted] - [redacted] Detainees Product/Service Code: S206  Add Item 3025 as follows:				
3025	Adult Detainees [redacted] - [redacted] Detainees Product/Service Code: S206  Add Item 3029 as follows:				
3029	Adult Detainees - Guaranteed Minimum [redacted] Product/Service Code: S206  Add Item 3030 as follows:				
3030	Adult Detainees - Above Gauranteed Minimum [redacted] Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00028

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5 7

NAME OF OFFEROR OR CONTRACTOR  
**THE GEO GROUP INC**

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Max) Product/Service Code: S206				
	Add Item 3031 as follows:				
3031	Transportation Product/Service Code: S206			b4	
	Add Item 3032 as follows:				
3032	Transportation - Trips (Guaranteed Minimum Annually) miles) (8) Approved locations: 1. Del Rio 2. Eagle Pass 3. Laredo 4. San Antonio 5. Dallas 6. Houston 7. Harlingen 8. Austin Product/Service Code: S206				
	Add Item 3033 as follows:				
3033	Transportation -Trips (Over Guaranteed Minimum and beyond the 8 approved locations) Estimated miles Product/Service Code: S206			b4	
	Add Item 3034 as follows:				
3034	Fuel Costs - Reimbursed at Cost Product/Service Code: S206 Except as modified herein, all other terms and conditions remain unchanged and in full force and effect.				

ACD-4-C-0001

Attachment A

The following table below reflects the revised changes to "SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS":

**Option III: June 26, 2008 - June 25, 2009**

<u>CLIN Description</u>	<u>Qty</u>	<u>Total Man Days/ Detainees</u>	<u>Price</u>	<u>Total</u>
3001 Adult Detainees [REDACTED] Detainees (Guaranteed Minimum)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3002 Adult Detainees [REDACTED] Detainees	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3021 Adult Detainee Wages	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3022 *On Call & Remote Post	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3023 Adult Detainees [REDACTED] Detainees	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3024 Adult Detainees [REDACTED] Detainees	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3025 Adult Detainees [REDACTED] Detainees	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3029 **Adult Detainees - Guaranteed Minimum [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3030 **Adult Detainees - Above Guaranteed Minimum [REDACTED] Max)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3031 Transportation	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3032 Transportation - Trips (Guaranteed Minimum [REDACTED] miles)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3033 Transportation - Trips (Over Guaranteed Minimum )	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3034 Fuel Costs - Reimbursed at Cost	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

\*\*This CLIN will become null and void on or before April 1, 2009 due to GEO's expected attainment of [REDACTED] of increased staff.

\*This CLIN will take effect on or before April 1, 2009 due to GEO's expected attainment of [REDACTED] of increased staff. Once in effect CLINs 3001,3002, 3023, 3024 and 3025 will become null and void.





<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. P00029	3. EFFECTIVE DATE 09/04/2008	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) THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 6127064650000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001	10B. DATED (SEE ITEM 11) 03/12/2005

**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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (b)
	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.)**

DUNS Number: 612706465  
 Program POC: Robert Gil (210) [b6]  
 Procurement POC: Paul Previch 202-[b6]

The purpose of this modification is to remove Kymberlie Alfaro as COTR and add Mr. Robert Gil as COTR.

All other terms and conditions remain the same.  
 Period of Performance: 06/26/2008 to 06/25/2009

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA [Signature of Contracting Officer]
(Signature of person authorized to sign)		16C. DATE SIGNED 9/5/8

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   6
2. AMENDMENT/MODIFICATION NO. P00030	3. EFFECTIVE DATE 09/25/2008	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) THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 6127064650000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001	10B. DATED (SEE ITEM 11) 03/12/2005

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

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

See Schedule

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

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

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

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

DUNS Number: 612706465

Program POC: Robert Gil (210) [redacted]

Procurement POC: Paul Previch 202-[redacted]

The purpose of this modification is to update and replace the security language found in the statement of work of the contract with the language on the included attachment.

All other terms and conditions remain the same.

Period of Performance: 06/26/2008 to 06/25/2009

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

15A. NAME AND TITLE OF CONTRACTING OFFICER Vice President, Contracts Administration The GEO Group, Inc.	15B. DATE SIGNED 9-30-09	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 9-30-09
---------------------------------------------------------------------------------------------------------------	-----------------------------	------------------------------------------------------------------------------	-------------------------------	-----------------------------

NSN 7540-01-152-8070  
Previous edition unusable

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

**REQUIRED SECURITY CLAUSE**  
**SENSITIVE/UNCLASSIFIED CONTRACTS**

**A. Security Requirements**

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Contract insert (1) original contract number "and any modifications or amendments thereto" or (2) "in this Statement of Work and any subsequent contract and modifications or amendments thereto" requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

**B. Suitability Determination**

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

**C. Background Investigations and Required Forms**

Contract employees (to include applicants, temporaries, part-time, and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by

DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than five days before the starting date of the contract or five days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions" Form and the Standard Form 85 PS will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) (2 copies)
2. eQip Signature Forms (3), Signature Form, Release of Information Form and Release of Medical Information Form (2 copies of each)
3. FD Form 258, "Fingerprint Card" (2 Cards)
4. Foreign National Relatives or Associates Statement
5. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
6. Optional Form 306 Declaration for Federal Employment (applies to Contractors as well).

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

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

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

#### **D. Continued Eligibility**

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

The OPR-PSU may require drug screening for probable cause at any time and/or when the Contractor independently identifies circumstances where probable cause exists. The Contractor must post the ICE "Drug Free Workplace Policy" in all contract work areas.

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

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

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

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

#### **E. Employment Eligibility**

The Contractor will agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

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

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

#### **F. Security Management**

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

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

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

#### **G. Information Technology Security Clearance**

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

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

#### **H. Information Technology Security Training and Oversight**

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

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

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or

File: Security language-2008-0923

inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES 1 / 3  
 2. AMENDMENT/MODIFICATION NO. P00031 3. EFFECTIVE DATE 09/29/2008 4. REQUISITION/PURCHASE REQ. NO. \_\_\_\_\_ 5. PROJECT NO. (If applicable) \_\_\_\_\_  
 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: Murthlyn Samuel  
 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  
THE GEO GROUP INC  
621 NW 53RD ST STE 700  
BOCA RATON FL 334878242

9A. AMENDMENT OF SOLICITATION NO. \_\_\_\_\_  
 9B. DATED (SEE ITEM 11) \_\_\_\_\_

X 10A. MODIFICATION OF CONTRACT/ORDER NO.  
ACD-4-C-0001  
 10B. DATED (SEE ITEM 11)  
03/12/2005

CODE 6127064650000 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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a)
	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.)  
 DUNS Number: 612706465  
 Program POC: Robert Gil 210 b6  
 Procurement POC: Murthlyn Samuel 202 b6

The purpose of this modification is to (1) Change the verbiage in Modification P00028 from b4 "Detention Guards" to b4 "Staff" (2) Revise paragraph No. 2 regarding the additional b4 Staff and (3) Provide an updated copy of Attachment A, "Section B, Supplies or Services and Prices/Costs".

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) <u>Vice President, Contract Administration</u>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <u>James D. Adams</u>	
15B. CONTRACT OFFEROR <u>Geo Group, Inc.</u>		15C. DATE SIGNED <u>9-30-08</u>	16B. UNITED STATES OF AMERICA <u>James D. Adams</u> (Signature of Contracting Officer)
15D. SIGNATURE OF PERSON AUTHORIZED TO SIGN <u>[Signature]</u>		15E. DATE SIGNED <u>9-30-08</u>	16C. DATE SIGNED <u>9-30-08</u>



**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00031

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The following has been changed:</p> <p>From: .</p> <p>2. The Government agreed to pay GEO 50% (\$5,103,708.50) upfront of costs associated with acquiring the additional <b>b4</b> Guards. Once GEO attains 51% an additional 25% (\$2,551,854.25) of costs would be paid to GEO. Finally once Geo attains 76% of staffing then GEO will receive the final 25% (\$2,551,854.25) of associated costs.</p> <p>To:</p> <p>2. The Government agreed to pay GEO 50% (\$425,309.04 monthly) upfront of the pricing associated with acquiring the additional <b>b4</b> Staff. Once GEO attains 51% an additional 25% (\$637,963.56 monthly) of the associated pricing would be paid to GEO. Finally once GEO attains 76% of staffing then GEO will receive the final 25% (\$850,618.08 monthly) of the associated pricing.</p> <p>Attachment A reflects the revised and updated copy of Section B, "Supplies or Services and Prices/Costs".</p> <p>Period of Performance: 06/26/2008 to 06/25/2009 Except as modified herein, all other terms and conditions remain unchanged and in full force and effect.</p>				

ACD-4-C-0001

Attachment A

The following table below reflects the revised changes to "SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS":

Option III: June 26, 2008 - June 25, 2009				
CLIN Description	Qty	Total Man Days/ Detainees	Price	Total
3001 Adult Detainees [redacted] Detainees (Guaranteed Minimum)	[redacted]	[redacted]	[redacted]	[redacted]
3002 Adult Detainees [redacted] Detainees	[redacted]	[redacted]	[redacted]	[redacted]
3021 Adult Detainee Wages	[redacted]	[redacted]	[redacted]	[redacted]
3022 *On Call & Remote Post	[redacted]	[redacted]	[redacted]	[redacted]
3023 Adult Detainees [redacted] Detainees	[redacted]	[redacted]	[redacted]	[redacted]
3024 Adult Detainees [redacted] Detainees	[redacted]	[redacted]	[redacted]	[redacted]
3025 Adult Detainees [redacted] Detainees	[redacted]	[redacted]	[redacted]	[redacted]
3029 **Adult Detainees - Guaranteed Minimum [redacted]	[redacted]	[redacted]	[redacted]	[redacted]
3030 **Adult Detainees - Above Guaranteed Minimum [redacted] /Max)	[redacted]	[redacted]	[redacted]	[redacted]
3031 Transportation	[redacted]	[redacted]	[redacted]	[redacted]
3032 Transportation - Trips (Guaranteed Minimum [redacted] miles)	[redacted]	[redacted]	[redacted]	[redacted]
3033 Transportation - Trips (Over Guaranteed Minimum )	[redacted]	[redacted]	[redacted]	[redacted]
3034 Fuel Costs - Reimbursed at Cost	[redacted]	[redacted]	[redacted]	[redacted]

\*\*This CLIN will become null and void on or before April 1, 2009 due to GEO's expected attainment of [redacted] of increased staff.

\*This CLIN will take effect on or before April 1, 2009 due to GEO's expected attainment of [redacted] of increased staff. Once in effect CLINs 3001, 3002, 3023, 3024 and 3025 will become null and void.

Updated: September 29, 2008

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00032

09/19/2008

6. ISSUED BY

CODE

ICE/DM/DC-DC

7. ADMINISTERED BY (If other than item 6)

CODE

ICE/DM/DC-DC

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

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

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

THE GEO GROUP INC  
621 NW 53RD ST STE 700  
BOCA RATON FL 334878242

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
ACD-4-C-0001

10B. DATED (SEE ITEM 11)  
03/12/2005

CODE

6127064650000

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

DUNS Number: 612706465

Program POC: Robert Gil 210- [redacted] b6

Procurement POC: Murthlyn Samuel 202- [redacted] b6

The purpose of this modification is to (1) Correct and renumber the Transportation CLINS added under Modification P00028, (2) Revise the sentence under No. 3 regarding Transportation and (3) Revise Section B, "Supplies or Services and Prices/Costs".

The following has been changed:

Continued **AMBER D. MARTIN**

Except as otherwise indicated, all changes are effective as of the date of this modification. Changes in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNED OFFICER	The GEO Group, Inc.		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	J. WILLIAM WEINBERG
15B. CONTRACTOR OFFICER	(Signature of person authorized to sign)	15C. DATE SIGNED	10-7-08	16B. UNITED STATES OF AMERICA
				16C. DATE SIGNED
				OCT 08 2008
			(Signature of Contracting Officer)	

NSN 7540-01-152-8070  
Previous edition unusable

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

*JWC*

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

ACD-4-C-0001/P00032

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NAME OF OFFEROR OR CONTRACTOR

THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>From:</p> <p>CLIN 3031 Transportation                      CLIN 3032 Transportation - Mileage Guaranteed                      Minimum [b4] Annually                      CLIN 3033 Transportation - Mileage Above                      Guaranteed Minimum and outside of the 8 approved                      locations                      CLIN 3034 Fuel Costs</p> <p>To:</p> <p>CLIN 3031 Transportation - Mileage Guaranteed                      Minimum [b4] Annually                      CLIN 3032 Transportation - Mileage Above                      Guaranteed Minimum and outside of the 8 approved                      locations                      CLIN 3033 Fuel Costs</p> <p>From:</p> <p>3. The mileage rate guarantee for [b4]                      miles annually is [b4]</p> <p>To:</p> <p>3. The mileage rate guarantee for [b4]                      miles annually is [b4]</p> <p>From:</p> <p>CLINs 3032 through 3034 will take effect                      immediately. Therefore CLINs 3006 through 3020                      and CLINs 3026 through 3028 are now null and void.</p> <p>To:</p> <p>CLINs 3031 through 3033 will take effect                      immediately. Therefore, CLINs 3006 through 3020                      and CLINs 3026 through 3028 are now null and void.</p> <p>Attachment A reflects the revised and updated                      copy of Section B, "Supplies or Services and                      Prices/Costs".</p> <p>FOB: Destination                      Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

ACD-4-C-0001/P00032

PAGE OF

3

4

NAME OF OFFEROR OR CONTRACTOR

THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 06/26/2008 to 06/25/2009				
	Change Item 3031 to read as follows (amount shown is the total amount):				
3031	Transportation - Guaranteed Minimum <span style="background-color: black; color: black;">b4</span> Miles Annually (8) Approved locations: 1. Del Rio 2. Eagle Pass 3. Laredo 4. San Antonio 5. Dallas 6. Houston 7. Harlingen 8. Austin Product/Service Code: S206			<span style="background-color: black; color: black;">b4</span>	
	Change Item 3032 to read as follows (amount shown is the total amount):				
3032	Transportation - Over Guaranteed Minimum and Outside of the (8) approved locations  Estimated <span style="background-color: black; color: black;">b4</span> miles x <span style="background-color: black; color: black;">b4</span> = <span style="background-color: black; color: black;">b4</span> miles Product/Service Code: S206			<span style="background-color: black; color: black;">b4</span>	
	Change Item 3033 to read as follows (amount shown is the total amount):				
3033	Fuel Costs - Reimbursed at Cost Product/Service Code: S206				
	Change Item 3034 to read as follows (amount shown is the total amount):				
3034	Reserved Product/Service Code: S206				
	Except as modified herein, all other terms and conditions remain unchanged and in full force and effect.				

**ACD-4-C-0001**

**Attachment A**

The following table below reflects the revised changes to "SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS":

<b>Option III: June 26, 2008 - June 25, 2009</b>				
<u>CLIN Description</u>	<u>Qty</u>	<u>Total Man Days/ Detainees</u>	<u>Price</u>	<u>Total</u>
3001 Adult Detainees [b4] Detainees (Guaranteed Minimum)				
3002 Adult Detainees [b4] Detainees				
3021 Adult Detainee Wages				
3022 *On Call & Remote Post				
3023 Adult Detainees [b4] Detainees				
3024 Adult Detainees [b4] Detainees				
3025 Adult Detainees [b4] Detainees				
3029 **Adult Detainees - Guaranteed Minimum [b4]				
3030 **Adult Detainees - Above Guaranteed Minimum [b4] Max)				
3031 Transportation - Mileage Guaranteed Minimum [b4] Annually				
3032 Transportation - Abover Mileage Guaranteed Minimum				
3033 Fuel Costs - Reimbursed at Cost				

\*This CLIN will become null and void on or before April 1, 2009 due to GEO's expected attainment of [b4] of increased staff.

\*\*This CLIN will take effect on or before April 1, 2009 due to GEO's expected attainment of [b4] of increased staff. Once in effect CLINs 3001, 3002, 3023, 3024 and 3025 will become null and void.

Updated: October 1, 2008

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00033	3. EFFECTIVE DATE 12/11/2008	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 801 I Street NW, Suite 930 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 801 I Street NW, Suite930 Attn: Paul Previch Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 6127064650000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001	10B. DATED (SEE ITEM 11) 03/12/2005

**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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: unilateral modification
	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.)**

DUNS Number: 612706465

Program POC: Robert Gil 210- [redacted] b6

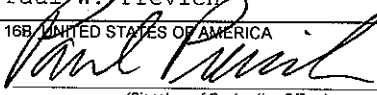
Procurement POC: Paul Previch 202- [redacted] b6

The purpose of this modification is to incorporate effective immediately the new ICE National Performance Based Detention Standards. These can be found in full form on the Internet at <http://www.ice.gov/partners/dro/pbnds/index.htm>

Period of Performance: 06/26/2008 to 06/25/2009

Except as modified herein, all other terms and 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)	
		Paul W. Previch	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			12-11-08
		(Signature of Contracting Officer)	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00033

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	conditions remain unchanged and in full force and effect.				



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. P00034	3. EFFECTIVE DATE 03/09/2009	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 801 I Street NW, Suite 930 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 801 I Street NW, Suite 930 Attn: Paul Preovich Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 6127064650000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001	
		10B. DATED (SEE ITEM 11) 03/12/2005	

**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) 43.103 (b)

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

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

DUNS Number: 612706465

Program POC: Robert Gil 210- [b6]

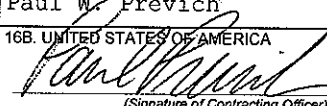
Procurement POC: Paul Preovich 202- [b6]

The purpose of this modification is to note that modification number 33 was cancelled administratively after being released in PRISM and was not distributed to the vendor.

Period of Performance: 06/26/2008 to 06/25/2009

Except as modified herein, all other terms and conditions remain unchanged and in full force and effect.

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) Paul W. Preovich
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 3-10-09

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1   12	
2. AMENDMENT/MODIFICATION NO. P00035		3. EFFECTIVE DATE 03/18/2009		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY ICE/DM/DC-DC		7. ADMINISTERED BY (If other than Item 6) ICE/DM/DC-DC	
ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 910 Washington DC 20536		ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 310 Attn: Paul Previch Washington DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242		9A. AMENDMENT OF SOLICITATION NO. (X)		9B. DATED (SEE ITEM 11)	
CODE 6127064650000 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. X ACD-4-C-0001		10B. DATED (SEE ITEM 11) 03/12/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

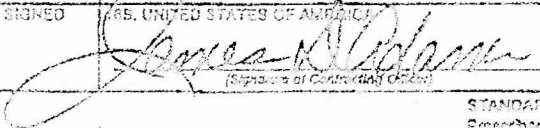
15. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Derived by DCF section headings, including solicitation/contract subject matter where feasible)  
DUNS Number: 612706465  
Program POC: Robert Gil 210- [redacted] b6  
Procurement POC: Paul Previch 202- [redacted] b6

The purpose of this modification is to exercise Option Period four to run from June 26, 2009 through June 25, 2010 under the authority of FAR 52.217-9: "Option to Extend the Term of the Contract"

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 a Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 6A or 10A, as hereinafter changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams	
15B. CONTRACT/ORDER NO. (Signature of person authorized to sign)		15B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C. DATE SIGNED		15C. DATE SIGNED 28 MAR 09	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00035

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2 12

NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Service Contract Act -- Price Adjustments (Multiple Year and Option Contracts). Any increase claimed shall be initiated by submitting a rate adjustment proposal, along with detailed supporting price documentation in accordance with the provisions of FAR 52.222-43.</p> <p>The attached wage determination number 2005-2519 revision number 6 dated 5/19/2008 applies. Period of Performance: 06/26/2009 to 06/25/2010 Except as modified herein, all other terms and conditions remain unchanged and in full force and effect.</p>				

WD 05-2519 (Rev.-6) was first posted on www.wdol.gov on 06/03/2008

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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.: 2005-2519  
 Revision No.: 6  
 Date Of Revision: 05/29/2008

State: Texas

Area: Texas Counties of Brooks, Cameron, Dimmit, Duval, Frio, Hidalgo, Jim Hogg,  
 Kenedy, La Salle, Maverick, Starr, Webb, Willacy, Zapata, Zavala

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	10.17
01012 - Accounting Clerk II	11.41
01013 - Accounting Clerk III	12.77
01020 - Administrative Assistant	15.33
01040 - Court Reporter	12.42
01051 - Data Entry Operator I	9.23
01052 - Data Entry Operator II	10.07
01060 - Dispatcher, Motor Vehicle	12.37
01070 - Document Preparation Clerk	9.11
01090 - Duplicating Machine Operator	9.11
01111 - General Clerk I	9.28
01112 - General Clerk II	10.19
01113 - General Clerk III	11.63
01120 - Housing Referral Assistant	13.79
01141 - Messenger Courier	9.00
01191 - Order Clerk I	9.35
01192 - Order Clerk II	10.21
01261 - Personnel Assistant (Employment) I	11.74
01262 - Personnel Assistant (Employment) II	13.14
01263 - Personnel Assistant (Employment) III	14.69
01270 - Production Control Clerk	11.03
01290 - Receptionist	9.11
01290 - Rental Clerk	10.69
01300 - Scheduler, Maintenance	11.20
01311 - Secretary I	11.20
01312 - Secretary II	12.42
01313 - Secretary III	13.79
01320 - Service Order Dispatcher	10.59
01410 - Supply Technician	15.33
01420 - Survey Worker	12.85
01531 - Travel Clerk I	10.33
01532 - Travel Clerk II	11.31
01533 - Travel Clerk III	12.13
01611 - Word Processor I	10.10
01612 - Word Processor II	11.94

01613 - Word Processor III	12.50
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.12
05010 - Automotive Electrician	12.47
05040 - Automotive Glass Installer	11.67
05070 - Automotive Worker	11.67
05110 - Mobile Equipment Servicer	10.36
05130 - Motor Equipment Metal Mechanic	13.12
05160 - Motor Equipment Metal Worker	11.67
05190 - Motor Vehicle Mechanic	13.12
05220 - Motor Vehicle Mechanic Helper	9.84
05250 - Motor Vehicle Upholstery Worker	11.02
05280 - Motor Vehicle Wrecker	11.67
05310 - Painter, Automotive	12.47
05340 - Radiator Repair Specialist	11.67
05370 - Tire Repairer	10.10
05400 - Transmission Repair Specialist	13.12
07000 - Food Preparation And Service Occupations	
07010 - Baker	9.31
07041 - Cook I	8.08
07042 - Cook II	8.63
07070 - Dishwasher	6.76
07130 - Food Service Worker	7.23
07210 - Meat Cutter	10.65
07260 - Waiter/Waitress	6.93
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	11.99
09040 - Furniture Handler	8.25
09080 - Furniture Refinisher	11.99
09090 - Furniture Refinisher Helper	9.29
09110 - Furniture Repairer, Minor	10.71
09130 - Upholsterer	11.99
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	7.68
11060 - Elevator Operator	7.52
11090 - Gardener	9.73
11122 - Housekeeping Aide	6.94
11150 - Janitor	8.66
11210 - Laborer, Grounds Maintenance	7.88
11240 - Maid or Houseman	6.71
11260 - Pruner	6.82
11270 - Tractor Operator	9.18
11330 - Trail Maintenance Worker	7.88
11360 - Window Cleaner	8.97
12000 - Health Occupations	
12010 - Ambulance Driver	12.27
12011 - Breath Alcohol Technician	15.30
12012 - Certified Occupational Therapist Assistant	22.12
12015 - Certified Physical Therapist Assistant	20.90
12020 - Dental Assistant	13.22
12025 - Dental Hygienist	28.70
12030 - EKG Technician	23.27
12035 - Electroneurodiagnostic Technologist	23.27
12040 - Emergency Medical Technician	13.22
12071 - Licensed Practical Nurse I	13.64
12072 - Licensed Practical Nurse II	15.30
12073 - Licensed Practical Nurse III	17.12
12100 - Medical Assistant	10.95
12130 - Medical Laboratory Technician	14.36
12160 - Medical Record Clerk	12.34

12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	12.57
12210 - Nuclear Medicine Technologist	33.74
12221 - Nursing Assistant I	8.21
12222 - Nursing Assistant II	9.23
12223 - Nursing Assistant III	10.08
12224 - Nursing Assistant IV	11.29
12235 - Optical Dispenser	15.30
12236 - Optical Technician	13.64
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.36
12305 - Radiologic Technologist	20.14
12311 - Registered Nurse I	24.96
12312 - Registered Nurse II	30.54
12313 - Registered Nurse II, Specialist	30.54
12314 - Registered Nurse III	36.95
12315 - Registered Nurse III, Anesthetist	36.95
12316 - Registered Nurse IV	44.28
12317 - Scheduler (Drug and Alcohol Testing)	19.02
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.69
13012 - Exhibits Specialist II	19.43
13013 - Exhibits Specialist III	23.59
13041 - Illustrator I	15.68
13042 - Illustrator II	19.43
13043 - Illustrator III	23.59
13047 - Librarian	21.51
13050 - Library Aide/Clerk	8.32
13054 - Library Information Technology Systems Administrator	18.94
13058 - Library Technician	10.93
13061 - Media Specialist I	13.46
13062 - Media Specialist II	14.93
13063 - Media Specialist III	16.57
13071 - Photographer I	13.34
13072 - Photographer II	14.92
13073 - Photographer III	18.50
13074 - Photographer IV	21.32
13075 - Photographer V	26.60
13110 - Video Teleconference Technician	14.03
14000 - Information Technology Occupations	
14041 - Computer Operator I	11.25
14042 - Computer Operator II	12.91
14043 - Computer Operator III	15.48
14044 - Computer Operator IV	17.27
14045 - Computer Operator V	19.13
14071 - Computer Programmer I (1)	17.38
14072 - Computer Programmer II (1)	19.56
14073 - Computer Programmer III (1)	25.90
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	23.41
14102 - Computer Systems Analyst II (1)	26.90
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	12.68
14160 - Personal Computer Support Technician	17.27
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	23.41
15020 - Aircrew Training Devices Instructor (Rated)	28.33
15030 - Air Crew Training Devices Instructor (Pilot)	30.46
15050 - Computer Based Training Specialist / Instructor	23.41
15060 - Educational Technologist	24.38

15070 - Flight Instructor (Pilot)	30.46
15080 - Graphic Artist	16.16
15090 - Technical Instructor	16.93
15095 - Technical Instructor/Course Developer	19.52
15110 - Test Proctor	10.62
15120 - Tutor	10.62
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.56
16030 - Counter Attendant	7.56
16040 - Dry Cleaner	9.04
16070 - Finisher, Flatwork, Machine	7.56
16090 - Presser, Hand	7.56
16110 - Presser, Machine, Drycleaning	7.56
16130 - Presser, Machine, Shirts	7.56
16160 - Presser, Machine, Wearing Apparel, Laundry	7.56
16190 - Sewing Machine Operator	9.50
16220 - Tailor	10.01
16250 - Washer, Machine	9.04
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	13.94
19040 - Tool And Die Maker	16.75
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	10.16
21030 - Material Coordinator	13.09
21040 - Material Expediter	12.99
21050 - Material Handling Laborer	9.44
21071 - Order Filler	9.43
21060 - Production Line Worker (Food Processing)	10.22
21110 - Shipping Packer	9.93
21130 - Shipping/Receiving Clerk	9.93
21140 - Store Worker I	9.59
21150 - Stock Clerk	12.79
21210 - Tools And Parts Attendant	10.22
21410 - Warehouse Specialist	10.22
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	14.47
23021 - Aircraft Mechanic I	13.77
23022 - Aircraft Mechanic II	14.47
23023 - Aircraft Mechanic III	15.19
23040 - Aircraft Mechanic Helper	10.22
23050 - Aircraft, Painter	12.88
23060 - Aircraft Servicer	12.33
23080 - Aircraft Worker	12.35
23110 - Appliance Mechanic	12.68
23120 - Bicycle Repairer	9.40
23125 - Cable Splicer	17.15
23130 - Carpenter, Maintenance	12.88
23140 - Carpet Layer	12.06
23160 - Electrician, Maintenance	13.97
23181 - Electronics Technician Maintenance I	12.65
23182 - Electronics Technician Maintenance II	14.54
23183 - Electronics Technician Maintenance III	17.53
23260 - Fabric Worker	11.39
23290 - Fire Alarm System Mechanic	13.73
23310 - Fire Extinguisher Repairer	10.61
23311 - Fuel Distribution System Mechanic	14.91
23312 - Fuel Distribution System Operator	11.00
23370 - General Maintenance Worker	11.71
23390 - Ground Support Equipment Mechanic	13.77
23381 - Ground Support Equipment Servicer	12.33

23382 - Ground Support Equipment Worker	12.35
23391 - Gunsmith I	10.40
23392 - Gunsmith II	11.89
23393 - Gunsmith III	13.39
23410 - Heating, Ventilation And Air-Conditioning Mechanic	12.33
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	12.95
23430 - Heavy Equipment Mechanic	15.41
23440 - Heavy Equipment Operator	12.08
23460 - Instrument Mechanic	13.73
23465 - Laboratory/Shelter Mechanic	12.62
23470 - Laborer	7.66
23510 - Locksmith	11.71
23530 - Machinery Maintenance Mechanic	13.55
23550 - Machinist, Maintenance	12.32
23580 - Maintenance Trades Helper	9.24
23591 - Metrology Technician I	13.73
23592 - Metrology Technician II	14.47
23593 - Metrology Technician III	15.19
23640 - Millwright	13.73
23710 - Office Appliance Repairer	11.99
23760 - Painter, Maintenance	11.71
23790 - Pipefitter, Maintenance	12.32
23810 - Plumber, Maintenance	11.99
23820 - Pneudraulic Systems Mechanic	13.73
23850 - Rigger	15.77
23870 - Scale Mechanic	12.19
23890 - Sheet-Metal Worker, Maintenance	12.32
23910 - Small Engine Mechanic	12.19
23931 - Telecommunications Mechanic I	14.91
23932 - Telecommunications Mechanic II	15.65
23950 - Telephone Linsman	13.77
23960 - Welder, Combination, Maintenance	13.27
23965 - Well Driller	13.73
23970 - Woodcraft Worker	13.55
23980 - Woodworker	10.42
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.23
24580 - Child Care Center Clerk	9.66
24610 - Chore Aide	6.91
24620 - Family Readiness And Support Services Coordinator	7.62
24630 - Homemaker	12.27
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	13.55
25040 - Sewage Plant Operator	11.71
25070 - Stationary Engineer	13.55
25190 - Ventilation Equipment Tender	9.86
25210 - Water Treatment Plant Operator	11.08
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.62
27007 - Baggage Inspector	9.67
27008 - Corrections Officer	14.16
27010 - Court Security Officer	17.35
27030 - Detection Dog Handler	14.12
27040 - Detention Officer	14.37
27070 - Firefighter	15.77
27101 - Guard I	9.67
27102 - Guard II	14.12
27131 - Police Officer I	20.81
27132 - Police Officer II	24.06



28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	7.96
28042 - Carnival Equipment Repairer	8.41
28043 - Carnival Equipment Worker	7.66
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	11.12
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	11.90
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	12.56
29020 - Hatch Tender	12.56
29030 - Line Handler	12.56
29041 - Stevedore I	12.20
29042 - Stevedore II	13.71
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.96
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.42
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.79
30021 - Archeological Technician I	13.92
30022 - Archeological Technician II	14.74
30023 - Archeological Technician III	17.07
30030 - Cartographic Technician	17.09
30040 - Civil Engineering Technician	16.56
30061 - Drafter/CAD Operator I	13.11
30062 - Drafter/CAD Operator II	14.64
30063 - Drafter/CAD Operator III	16.36
30064 - Drafter/CAD Operator IV	18.16
30081 - Engineering Technician I	12.25
30082 - Engineering Technician II	13.77
30083 - Engineering Technician III	15.38
30084 - Engineering Technician IV	19.08
30085 - Engineering Technician V	21.96
30086 - Engineering Technician VI	27.40
30090 - Environmental Technician	19.00
30210 - Laboratory Technician	16.36
30240 - Mathematical Technician	18.17
30351 - Paralegal/Legal Assistant I	15.14
30352 - Paralegal/Legal Assistant II	17.26
30353 - Paralegal/Legal Assistant III	19.93
30354 - Paralegal/Legal Assistant IV	22.99
30390 - Photo-Optics Technician	18.17
30461 - Technical Writer I	19.17
30462 - Technical Writer II	20.91
30463 - Technical Writer III	24.95
30491 - Unexploded Ordnance (UXO) Technician I	21.58
30492 - Unexploded Ordnance (UXO) Technician II	26.11
30493 - Unexploded Ordnance (UXO) Technician III	31.30
30494 - Unexploded (UXO) Safety Escort	21.58
30495 - Unexploded (UXO) Sweep Personnel	21.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	16.36
30621 - Weather Observer, Senior (3)	18.17
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	7.71
31030 - Bus Driver	12.69
31043 - Driver Courier	10.30
31250 - Parking and Lot Attendant	7.41
31290 - Shuttle Bus Driver	10.45

31310 - Taxi Driver	7.32
31361 - Truckdriver, Light	10.30
31362 - Truckdriver, Medium	11.15
31363 - Truckdriver, Heavy	13.99
31364 - Truckdriver, Tractor-Trailer	13.99
99000 - Miscellaneous Occupations	
99030 - Cashier	8.33
99050 - Desk Clerk	7.10
99095 - Embalmer	22.49
99251 - Laboratory Animal Caretaker I	11.33
99252 - Laboratory Animal Caretaker II	11.89
99310 - Mortician	22.49
99410 - Pest Controller	12.12
99510 - Photofinishing Worker	11.30
99710 - Recycling Laborer	9.54
99711 - Recycling Specialist	11.39
99730 - Refuse Collector	9.09
99810 - Sales Clerk	8.85
99820 - School Crossing Guard	10.49
99830 - Survey Party Chief	15.69
99831 - Surveying Aide	10.67
99832 - Surveying Technician	13.13
99840 - Vending Machine Attendant	9.73
99841 - Vending Machine Repairer	11.04
99842 - Vending Machine Repairer Helper	9.73

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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; and 3 weeks after 10 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) Under the SCA at section 5(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) 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 ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, 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 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.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00036	3. EFFECTIVE DATE 04/07/2009	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 801 I Street NW, Suite 910 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 801 I Street NW, Suite 910 Attn: Paul Previch Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 6127064650000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001	
		10B. DATED (SEE ITEM 13) 03/12/2005	

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 such 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 52.243-1; Changes-Fixed Price
	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) 43.103 (b)

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

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

DUNS Number: 612706465  
 Program POC: Robert Gil 210- [redacted] b6  
 Contract Specialist: Bethany Stutler 202- [redacted] b6  
 Contracting Officer: James D. Adams 202- [redacted] b6

The purpose of this modification is to add two (2) additional quarters of firearms training for Option Year 3 and three (3) additional quarters of training for Option Year 4. This change is in accordance with FAR 52.243-1, Changes Fixed Price.

Discount Terms:  
Net 30  
FOB: Destination  
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) AMBER L. MARTIN Vice President, Contracts Administration The GEO Group, Inc	15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 4-9-09	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 4.9.9
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NSN 7540-01-152-6070  
Previous edition unusable

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

*Jan*

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00036PAGE OF  
2 2NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 06/26/2007 to 06/25/2010				
	Add Item 3035 as follows:				
3035	Two (2) quarters of firearms training at \$ [REDACTED] per quarter for Option Year Three. Period of Performance: June 26, 2008 through June 25, 2009. Product/Service Code: S206		EA	[REDACTED]	0.00
	Add Item 4035 as follows:				
4035	Three (3) quarters of firearms training at \$25,914.47 per quarter for Option Year Four. Period of performance: 06/26/2009 through 06/25/2010. Product/Service Code: S206 Except as modified herein, all other terms and conditions remain unchanged and in full force and effect.		EA	[REDACTED]	0.00

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00037	3. EFFECTIVE DATE 04/09/2009	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 801 I Street NW, Suite 910 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 801 I Street NW, Suite 910 Attn: Paul Previch Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 6127064650000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001	10B. DATED (SEE ITEM 13) 03/12/2005

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) 43.103(b)

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

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

DUNS Number: 612706465

Program POC: Robert Gil 210- [b6]

Procurement POC: Paul Previch 202- [b6]

The purpose of this modification is to clarify earlier modifications regarding CLIN 3022 On Call Posts. This CLIN does not expire on April 1, 2009 as noted in earlier items.

Period of Performance: 06/26/2009 to 06/25/2010

Except as modified herein, all other terms and conditions remain unchanged and in full force and effect.

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
15B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 8/10/09



2. AMENDMENT/MODIFICATION NO. P00038  
 3. EFFECTIVE DATE 05/08/2009  
 4. REQUISITION/PURCHASE REQ. NO.  
 5. PROJECT NO. (if applicable)  
 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  
 801 I Street NW, Suite 910  
 Washington DC 20536  
 ICE/Detent Mngt/Detent Contracts-DC  
 Immigration and Customs Enforcement  
 Office of Acquisition Management  
 801 I Street NW, Suite 910  
 Attn: Paul Previch  
 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 THE GEO GROUP INC  
 621 NW 53RD ST STE 700  
 BOCA RATON FL 334878242  
 9A. AMENDMENT OF SOLICITATION NO. (x)  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. X  
 ACD-4-C-0001  
 10B. DATED (SEE ITEM 13)  
 03/12/2005  
 CODE 6127064650000 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:  
 D. OTHER (Specify type of modification and authority)  
 X 43.103(b)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 DUNS Number: 612706465  
 Program POC: Robert Gil 210- [b6]  
 Contract Specialist: Paul Previch 202- [b6]  
 Contracting Officer: James D. Adams 202- [b6]

The purpose of this modification is to include the REA adjustment for option period 4 exercised in modification 35, effective June 26, 2009 through June 25, 2010. The new prices are as follows:

CLIN 4001: Increases by \$ [b4] from \$ [b4] to \$ [b4]  
 CLIN 4023: Increases by \$ [b4] from \$ [b4] to \$ [b4]

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  
 8 May 09  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00038

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CLIN 4021: Increases by \$ [REDACTED] from \$ [REDACTED] to \$ [REDACTED]</p> <p>CLIN 4024: Increases by \$ [REDACTED] from \$ [REDACTED] to \$ [REDACTED]</p> <p>CLIN 4025: Increases by \$ [REDACTED] from \$ [REDACTED] to \$ [REDACTED]</p> <p>Funding will be provided on task order HSCEDM-09-F-00001. Period of Performance: 06/26/2007 to 06/25/2010 Except as modified herein, all other terms and conditions remain unchanged and in full force and effect.</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		<b>1. CONTRACT ID CODE</b>	<b>PAGE OF PAGES</b> 1 2
<b>2. AMENDMENT/MODIFICATION NO.</b> P00039	<b>3. EFFECTIVE DATE</b> 06/26/2009	<b>4. REQUISITION/PURCHASE REQ. NO.</b>	<b>5. PROJECT NO. (if applicable)</b>
<b>6. ISSUED BY</b> ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 910 Washington DC 20536	<b>CODE</b> ICE/DM/DC-DC	<b>7. ADMINISTERED BY (if other than Item 6)</b> ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 910 Attn: Paul Previch Washington DC 20536	<b>CODE</b> ICE/DM/DC-DC
<b>8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)</b> THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242		<b>9A. AMENDMENT OF SOLICITATION NO.</b> (x)	<b>9B. DATED (SEE ITEM 11)</b>
<b>CODE</b> 6127064650000	<b>FACILITY CODE</b>	<b>10A. MODIFICATION OF CONTRACT/ORDER NO.</b> ACD-4-C-0001	<b>10B. DATED (SEE ITEM 13)</b> 03/12/2005

**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.**

<b>CHECK ONE</b>	<b>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</b>
	<b>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).</b>
	<b>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</b>
	<b>D. OTHER (Specify type of modification and authority)</b>
X	<b>CHANGES CLAUSE, FAR 43.103 (A)</b>

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

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**  
**DUNS Number:** 612706465  
**Program POC:** Robert Gil 210- [b6]  
**Contract Specialist:** Paul Previch 202- [b6]  
**Contracting Officer:** James D. Adams 202- [b6]

The purpose of this modification is to correct the REA adjustment for option period four effective June 26, 2009 through June 25, 2010. The previous prices in modification number 38 are incorrect. Below the correct prices are as follows:

CLIN 4021 Detainee Volunteer Wages [b4] / Day  
 CLIN 4022 On-Call Escorts [b4] / Hour  
 Continued ...

**AMBER D. MARTIN**

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.

<b>15A. NAME AND TITLE OF CONTRACTOR</b> The Geo Group, Inc.	<b>15B. DATE SIGNED</b> 5-12-09	<b>15C. UNITED STATES OF AMERICA</b>	<b>15D. DATE SIGNED</b> 5/13/09
<b>16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)</b> Paul W. Previch	<b>16B. SIGNATURE OF CONTRACTING OFFICER</b> <i>Paul W. Previch</i>		

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00039

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NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CLIN 4029 Guranteed Minimum (1146) increases to b4 Bed Day</p> <p>CLIN 4030 Excess (1146-1904) increases to b4 / Bed Day</p> <p>CLIN 4031 Transportation b4 / Ea</p> <p>CLIN 4032 Transportation to locations noted with CLIN 3032 b4 Ea</p> <p>CLIN 4035 Firearms Training : b4 / Quarterly</p> <p>The additional funding was added on HSCEDM-09-F-00001. Period of Performance: 06/26/2007 to 06/25/2010 Except as modified herein, all other terms and conditions remain unchanged and in full force and effect.</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   12
2. AMENDMENT/MODIFICATION NO. P00040	3. EFFECTIVE DATE 08/04/2009	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 801 I Street NW, Suite 910 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 801 I Street NW, Suite 910 Attn: Paul Previch Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 6127064650000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACD-4-C-0001	10B. DATED (SEE ITEM 13) 03/12/2005

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) CHANGES CLAUSE, 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: 612706465

Program POC: Robert Gil 210- [b6]

Contract Specialist: Paul Previch 202- [b6]

Contracting Officer: James D. Adams 202- [b6]

The purpose of this modification is to incorporate wage determination number 2005-2519 revision number 9 dated 7/22/2009 onto the contract under the requirements of the Service Contract Act.

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 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 4 AUG 09

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACD-4-C-0001/P00040

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2 12

NAME OF OFFEROR OR CONTRACTOR  
THE GEO GROUP INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Service Contract Act -- Price Adjustments (Multiple Year and Option Contracts). Any increase claimed shall be initiated by submitting a rate adjustment proposal along with detailed supporting price documentation in accordance with the provisions of FAR 52.222-43. Period of Performance: 06/26/2007 to 06/25/2010 Except as modified herein, all other terms and conditions remain unchanged and in full force and effect.</p>				

WD 05-2519 (Rev.-9) was first posted on www.wdol.gov on 07/28/2009

\*\*\*\*\*

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.: 2005-2519  
Revision No.: 9  
Date Of Revision: 07/22/2009

State: Texas

Area: Texas Counties of Brooks, Cameron, Dimmit, Duval, Frio, Hidalgo, Jim  
Hogg, Kenedy, La Salle, Maverick, Starr, Webb, Willacy, Zapata, Zavala

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		10.17
01012 - Accounting Clerk II		12.08
01013 - Accounting Clerk III		13.16
01020 - Administrative Assistant		15.33
01040 - Court Reporter		13.66
01051 - Data Entry Operator I		9.50
01052 - Data Entry Operator II		10.37
01060 - Dispatcher, Motor Vehicle		13.16
01070 - Document Preparation Clerk		9.51
01090 - Duplicating Machine Operator		9.51
01111 - General Clerk I		9.28
01112 - General Clerk II		10.19
01113 - General Clerk III		11.63
01120 - Housing Referral Assistant		15.17
01141 - Messenger Courier		9.90
01191 - Order Clerk I		9.70
01192 - Order Clerk II		10.59
01261 - Personnel Assistant (Employment) I		12.47
01262 - Personnel Assistant (Employment) II		13.94
01263 - Personnel Assistant (Employment) III		15.55
01270 - Production Control Clerk		12.13
01280 - Receptionist		9.51
01290 - Rental Clerk		11.76
01300 - Scheduler, Maintenance		12.32
01311 - Secretary I		12.32
01312 - Secretary II		13.66
01313 - Secretary III		15.17
01320 - Service Order Dispatcher		11.65
01410 - Supply Technician		15.33
01420 - Survey Worker		13.07
01531 - Travel Clerk I		10.71
01532 - Travel Clerk II		11.73
01533 - Travel Clerk III		12.58
01611 - Word Processor I		10.10
01612 - Word Processor II		12.08
01613 - Word Processor III		13.16
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.68
05010 - Automotive Electrician		13.00

05040 - Automotive Glass Installer	12.17
05070 - Automotive Worker	12.17
05110 - Mobile Equipment Servicer	10.80
05130 - Motor Equipment Metal Mechanic	13.68
05160 - Motor Equipment Metal Worker	12.17
05190 - Motor Vehicle Mechanic	13.68
05220 - Motor Vehicle Mechanic Helper	10.26
05250 - Motor Vehicle Upholstery Worker	11.49
05280 - Motor Vehicle Wrecker	12.17
05310 - Painter, Automotive	13.00
05340 - Radiator Repair Specialist	12.17
05370 - Tire Repairer	10.10
05400 - Transmission Repair Specialist	13.68
07000 - Food Preparation And Service Occupations	
07010 - Baker	9.31
07041 - Cook I	8.74
07042 - Cook II	9.34
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.25
07210 - Meat Cutter	10.65
07260 - Waiter/Waitress	7.37
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	13.19
09040 - Furniture Handler	9.08
09080 - Furniture Refinisher	13.19
09090 - Furniture Refinisher Helper	10.22
09110 - Furniture Repairer, Minor	11.78
09130 - Upholsterer	13.19
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	7.68
11060 - Elevator Operator	7.68
11090 - Gardener	10.70
11122 - Housekeeping Aide	7.52
11150 - Janitor	8.66
11210 - Laborer, Grounds Maintenance	8.67
11240 - Maid or Houseman	7.25
11260 - Pruner	7.50
11270 - Tractor Operator	10.10
11330 - Trail Maintenance Worker	8.67
11360 - Window Cleaner	8.97
12000 - Health Occupations	
12010 - Ambulance Driver	13.50
12011 - Breath Alcohol Technician	15.30
12012 - Certified Occupational Therapist Assistant	22.12
12015 - Certified Physical Therapist Assistant	20.90
12020 - Dental Assistant	13.22
12025 - Dental Hygienist	30.90
12030 - EKG Technician	23.27
12035 - Electroneurodiagnostic Technologist	23.27
12040 - Emergency Medical Technician	13.64
12071 - Licensed Practical Nurse I	14.11
12072 - Licensed Practical Nurse II	15.79
12073 - Licensed Practical Nurse III	17.62
12100 - Medical Assistant	10.95
12130 - Medical Laboratory Technician	14.36
12160 - Medical Record Clerk	12.34
12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	12.87
12210 - Nuclear Medicine Technologist	34.71
12221 - Nursing Assistant I	8.74



12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.72
12224 - Nursing Assistant IV	12.03
12235 - Optical Dispenser	15.79
12236 - Optical Technician	14.11
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.36
12305 - Radiologic Technologist	22.15
12311 - Registered Nurse I	25.88
12312 - Registered Nurse II	31.68
12313 - Registered Nurse II, Specialist	31.68
12314 - Registered Nurse III	38.30
12315 - Registered Nurse III, Anesthetist	38.30
12316 - Registered Nurse IV	45.94
12317 - Scheduler (Drug and Alcohol Testing)	19.02
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.80
13012 - Exhibits Specialist II	19.58
13013 - Exhibits Specialist III	23.97
13041 - Illustrator I	15.80
13042 - Illustrator II	19.58
13043 - Illustrator III	23.97
13047 - Librarian	21.71
13050 - Library Aide/Clerk	9.15
13054 - Library Information Technology Systems Administrator	19.58
13058 - Library Technician	12.02
13061 - Media Specialist I	14.13
13062 - Media Specialist II	15.80
13063 - Media Specialist III	17.63
13071 - Photographer I	13.34
13072 - Photographer II	14.92
13073 - Photographer III	18.50
13074 - Photographer IV	21.32
13075 - Photographer V	26.60
13110 - Video Teleconference Technician	14.03
14000 - Information Technology Occupations	
14041 - Computer Operator I	12.38
14042 - Computer Operator II	13.85
14043 - Computer Operator III	15.48
14044 - Computer Operator IV	17.27
14045 - Computer Operator V	19.18
14071 - Computer Programmer I	(see 1) 17.38
14072 - Computer Programmer II	(see 1) 19.56
14073 - Computer Programmer III	(see 1) 25.90
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 23.41
14102 - Computer Systems Analyst II	(see 1) 26.90
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	12.68
14160 - Personal Computer Support Technician	17.27
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	23.41
15020 - Aircrew Training Devices Instructor (Rated)	28.33
15030 - Air Crew Training Devices Instructor (Pilot)	33.51
15050 - Computer Based Training Specialist / Instructor	23.41
15060 - Educational Technologist	26.82
15070 - Flight Instructor (Pilot)	33.51
15080 - Graphic Artist	17.26
15090 - Technical Instructor	16.83

15095 - Technical Instructor/Course Developer	19.52
15110 - Test Proctor	11.18
15120 - Tutor	11.18
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	7.79
16030 - Counter Attendant	7.79
16040 - Dry Cleaner	9.32
16070 - Finisher, Flatwork, Machine	7.79
16090 - Presser, Hand	7.79
16110 - Presser, Machine, Drycleaning	7.79
16130 - Presser, Machine, Shirts	7.79
16160 - Presser, Machine, Wearing Apparel, Laundry	7.79
16190 - Sewing Machine Operator	9.79
16220 - Tailor	10.31
16250 - Washer, Machine	8.29
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	13.84
19040 - Tool And Die Maker	16.75
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	10.16
21030 - Material Coordinator	13.76
21040 - Material Expediter	13.76
21050 - Material Handling Laborer	9.44
21071 - Order Filler	8.83
21080 - Production Line Worker (Food Processing)	10.22
21110 - Shipping Packer	9.93
21130 - Shipping/Receiving Clerk	9.93
21140 - Store Worker I	9.88
21150 - Stock Clerk	13.18
21210 - Tools And Parts Attendant	10.22
21410 - Warehouse Specialist	10.22
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	15.92
23021 - Aircraft Mechanic I	15.15
23022 - Aircraft Mechanic II	15.92
23023 - Aircraft Mechanic III	16.71
23040 - Aircraft Mechanic Helper	11.24
23050 - Aircraft, Painter	14.17
23060 - Aircraft Servicer	13.56
23080 - Aircraft Worker	13.59
23110 - Appliance Mechanic	12.88
23120 - Bicycle Repairer	9.40
23125 - Cable Splicer	17.15
23130 - Carpenter, Maintenance	12.88
23140 - Carpet Layer	13.27
23160 - Electrician, Maintenance	13.97
23181 - Electronics Technician Maintenance I	12.65
23182 - Electronics Technician Maintenance II	14.54
23183 - Electronics Technician Maintenance III	17.58
23260 - Fabric Worker	12.51
23290 - Fire Alarm System Mechanic	15.10
23310 - Fire Extinguisher Repairer	11.64
23311 - Fuel Distribution System Mechanic	15.18
23312 - Fuel Distribution System Operator	11.00
23370 - General Maintenance Worker	11.71
23380 - Ground Support Equipment Mechanic	15.15
23381 - Ground Support Equipment Servicer	13.56
23382 - Ground Support Equipment Worker	13.56
23391 - Gunsmith I	11.44
23392 - Gunsmith II	13.08

23393 - Gunsmith III	14.73
23410 - Heating, Ventilation And Air-Conditioning Mechanic	12.33
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	12.95
23430 - Heavy Equipment Mechanic	16.02
23440 - Heavy Equipment Operator	12.08
23460 - Instrument Mechanic	15.10
23465 - Laboratory/Shelter Mechanic	13.88
23470 - Laborer	7.88
23510 - Locksmith	12.88
23530 - Machinery Maintenance Mechanic	13.99
23550 - Machinist, Maintenance	12.75
23580 - Maintenance Trades Helper	10.16
23591 - Metrology Technician I	14.59
23592 - Metrology Technician II	15.44
23593 - Metrology Technician III	16.27
23640 - Millwright	15.10
23710 - Office Appliance Repairer	11.99
23760 - Painter, Maintenance	11.71
23790 - Pipefitter, Maintenance	13.04
23810 - Plumber, Maintenance	12.69
23820 - Pneudraulic Systems Mechanic	15.10
23850 - Rigger	15.77
23870 - Scale Mechanic	13.41
23890 - Sheet-Metal Worker, Maintenance	12.32
23910 - Small Engine Mechanic	13.41
23931 - Telecommunications Mechanic I	16.40
23932 - Telecommunications Mechanic II	17.22
23950 - Telephone Lineman	15.15
23960 - Welder, Combination, Maintenance	13.27
23965 - Well Driller	15.10
23970 - Woodcraft Worker	14.91
23980 - Woodworker	10.42
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.23
24580 - Child Care Center Clerk	9.66
24610 - Chore Aide	7.25
24620 - Family Readiness And Support Services Coordinator	8.38
24630 - Homemaker	12.27
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	14.91
25040 - Sewage Plant Operator	11.71
25070 - Stationary Engineer	14.91
25190 - Ventilation Equipment Tender	10.82
25210 - Water Treatment Plant Operator	11.67
27000 - Protective Service Occupations	
27004 - Alarm Monitor	11.96
27007 - Baggage Inspector	10.02
27008 - Corrections Officer	14.48
27010 - Court Security Officer	17.35
27030 - Detection Dog Handler	14.63
27040 - Detention Officer	14.48
27070 - Firefighter	15.98
27101 - Guard I	10.02
27102 - Guard II	14.63
27131 - Police Officer I	20.81
27132 - Police Officer II	24.06
28000 - Recreation Occupations	

28041 - Carnival Equipment Operator	8.76
28042 - Carnival Equipment Repairer	9.25
28043 - Carnival Equipment Worker	8.43
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	12.23
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	13.09
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	12.56
29020 - Hatch Tender	12.56
29030 - Line Handler	12.56
29041 - Stevedore I	12.20
29042 - Stevedore II	13.71
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.24
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	26.69
30021 - Archeological Technician I	13.92
30022 - Archeological Technician II	14.74
30023 - Archeological Technician III	17.07
30030 - Cartographic Technician	17.08
30040 - Civil Engineering Technician	16.56
30061 - Drafter/CAD Operator I	13.11
30062 - Drafter/CAD Operator II	14.64
30063 - Drafter/CAD Operator III	16.36
30064 - Drafter/CAD Operator IV	18.60
30081 - Engineering Technician I	12.25
30082 - Engineering Technician II	13.77
30083 - Engineering Technician III	15.38
30084 - Engineering Technician IV	19.08
30085 - Engineering Technician V	22.36
30086 - Engineering Technician VI	27.40
30090 - Environmental Technician	19.00
30210 - Laboratory Technician	16.36
30240 - Mathematical Technician	18.17
30361 - Paralegal/Legal Assistant I	15.14
30362 - Paralegal/Legal Assistant II	17.26
30363 - Paralegal/Legal Assistant III	20.58
30364 - Paralegal/Legal Assistant IV	24.92
30390 - Photo-Optics Technician	18.17
30461 - Technical Writer I	18.17
30462 - Technical Writer II	20.91
30463 - Technical Writer III	24.95
30491 - Unexploded Ordnance (UXO) Technician I	22.34
30492 - Unexploded Ordnance (UXO) Technician II	27.03
30493 - Unexploded Ordnance (UXO) Technician III	32.40
30494 - Unexploded (UXO) Safety Escort	22.34
30495 - Unexploded (UXO) Sweep Personnel	22.34
30620 - Weather Observer, Combined Upper Air Or (see 3)	16.36
Surface Programs	
30621 - Weather Observer, Senior (see 3)	18.17
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.48
31030 - Bus Driver	13.52
31043 - Driver Courier	10.30
31260 - Parking and Lot Attendant	7.54
31290 - Shuttle Bus Driver	10.56

31310 - Taxi Driver	7.32
31361 - Truckdriver, Light	10.56
31362 - Truckdriver, Medium	11.43
31363 - Truckdriver, Heavy	14.48
31364 - Truckdriver, Tractor-Trailer	14.48
99000 - Miscellaneous Occupations	
99030 - Cashier	8.33
99050 - Desk Clerk	7.30
99095 - Embalmer	22.86
99251 - Laboratory Animal Caretaker I	12.46
99252 - Laboratory Animal Caretaker II	13.08
99310 - Mortician	22.86
99410 - Pest Controller	13.33
99510 - Photofinishing Worker	11.74
99710 - Recycling Laborer	10.49
99711 - Recycling Specialist	12.53
99730 - Refuse Collector	10.00
99810 - Sales Clerk	9.74
99820 - School Crossing Guard	10.97
99830 - Survey Party Chief	17.26
99831 - Surveying Aide	11.74
99832 - Surveying Technician	14.44
99840 - Vending Machine Attendant	9.73
99841 - Vending Machine Repairer	11.04
99842 - Vending Machine Repairer Helper	9.73

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 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 NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: 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 conformances 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) 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 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(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.