

DROIGSA-07-0029

INTER-GOVERNMENTAL SERVICE AGREEMENT ("IGSA")

BETWEEN THE

UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT

AND

POLK COUNTY, TEXAS

This Agreement is entered into between United States Immigration and Customs Enforcement, hereinafter referred to as "ICE", and Polk County, Texas, hereinafter referred to as the "PROVIDER" for the detention and care of aliens (thereafter referred to as "DETAINEES").

FACILITY LOCATION:

The PROVIDER shall provide detention services for detainees at the following institution(s):

IAH Detention Center
3400 FM 350 South
Livingston, TX

PERFORMANCE:

The PROVIDER is required, in units housing ICE detainees, to perform in accordance with the most current editions of the ICE Detention Standards, American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, latest edition, National Commission on Correctional Health Care (NCCHC). Some ACA standards are augmented by ICE policy and/or procedure. In cases where other standards conflict with DHS/ICE Policy or Standards, DHS/ICE Policy and Standards prevail. ICE Inspectors will conduct periodic inspections of the facility to assure compliance of the aforementioned standards.

The PROVIDER will have eighteen (18) months from commencement of this agreement to become ACA accredited. The PROVIDER shall, within nine (9) months from the date this facility becomes operational, to formally apply for accreditation to the American Correctional Association. The PROVIDER shall furnish written proof of such application to ICE within five (5) days of the application.

PERIOD OF PERFORMANCE:

This Agreement shall become effective upon the date of final signature by ICE and the PROVIDER and remain in effect indefinitely unless terminated in writing, by either party. Either party must provide written notice of intention to terminate the agreement, 120 days in advance of the effective date of formal

termination.

NOTIFICATION AND PUBLIC DISCLOSURES:

No public disclosures regarding this IGSA shall be made by the PROVIDER, except as may be required by federal or state law, or regulation (or any of their contractors or subcontractors) without the review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer. The Government considers such information privileged or confidential until award of a formal order under this IGSA.

ORDERS:

Orders will be placed under this IGSA when specific requirements have been identified and funding obtained. Performance under this IGSA is not authorized until the Contracting Officer issues an order, in writing.

PAYMENT RATE:

Per Diem Rate: \$55.95

In consideration for the PROVIDER'S performance under the Terms and Conditions of this Agreement, ICE shall make payment to the PROVIDER for each detainee accepted and housed by the PROVIDER. This rate is the per diem rate for the support of one Detainee per day and shall include the day of arrival but not the day of departure.

The PROVIDER shall not charge for costs, which are not directly related to the housing and detention of detainees. Such costs include, but are not limited to:

- A) Salaries of elected officials.
- B) Salaries of employees not directly engaged in the housing and detention of detainees.
- C) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments.
- D) Detainee services which are not provided to, or cannot be used by detainees.
- E) Operating costs of facilities not utilized by detainees.
- F) Interest on borrowing (however represented), bond discounts, cost(s) of financing/refinancing, and legal or professional fees.

FIRM-FIXED PRICE - PER-DIEM RATES AND PRICE ADJUSTMENTS

Per Diem rate established by this agreement shall be considered firm-fixed-price with economic price adjustment. The per diem rate of \$55.95 will be in effect for the first 12 months of the agreement. The rates cover one (1) person per "prisoner day." The Federal Government may not be billed for two (2) days when a prisoner is admitted one evening and removed the following morning. PROVIDER may bill for the day of arrival, but not for the day of departure. The Per Diem rate is subject to price adjustment at the end of each performance period of one year.

Performance Periods - For the purpose of price adjustments, the performance of this Agreement is twelve (12) months in duration. The first period shall extend from the effective date of the Agreement forward for twelve (12) months. All succeeding periods shall begin on the anniversary date of the preceding period.

Basis for Price Adjustment - A fixed-price with economic price adjustment provides for upward and downward revision of the stated Per Diem based upon cost indexes of labor and operating expenses, or based upon PROVIDER'S actual cost experience in providing the service.

MODIFICATION:

This Agreement, or any of its specific provisions, may be revised or modified by signatory concurrence of the undersigned parties, or their respective official successors.

TRANSPORTATION SERVICE:

1. The PROVIDER shall provide all such air/ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the Contracting Officers' Technical Representative ("COTR") or designated ICE official. Transportation mileage reimbursable rates will be commensurate with current applicable federal travel allowance rates. When officers are not providing transportation services the PROVIDER shall assign the employees to supplement security duties within the facility or on-call duties to assist ICE as directed by the COTR or designated ICE official. However, the primary function of these officers is transportation. On-call duties as directed by the COTR utilizing these officers shall not incur any additional expense to the government.
2. The PROVIDER shall assign at least six (6) two person teams of transportation officers on a daily basis distributed throughout a twenty-four (24) hour period Monday through Friday excluding Holidays. On weekends and holidays, the PROVIDER shall provide at least three (3) two person teams of transportation officers throughout a twenty-four (24) hour period on weekends and holidays. The COTR shall approve the number of teams assigned to any shift or period of time in order to meet the needs of ICE transportation requirements.

3. The PROVIDER shall furnish a minimum of six (6) vehicles in good repair and suitable, approved by the government, to safely provide the required transportation service. At least three (3) of the vehicles must have the capacity of either forty-eight (48), forty (40), or thirty-eight (38) passengers and the other vehicles must have a capacity of at least twelve (12) passengers. Nothing in this agreement shall restrict the PROVIDER from acquiring additional vehicles as deemed necessary by the PROVIDER at no cost to the Government. The PROVIDER shall not allow employees to use their privately owned vehicles to transport detainees. The PROVIDER shall furnish vehicles equipped with interior security features including physical separation of detainees from guards. The PROVIDER shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation.
4. In the event of transportation services involving distances that exceed a standard eight (8) hour workday to complete, the PROVIDER shall be reimbursed related costs of lodging and meals commiserate with the U.S. General Services Administration rates for such within the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this agreement. The PROVIDER shall comply with ICE transportation standards related to the number of hours the PROVIDER employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official.
5. The transportation shall be accomplished in the most economical manner.
6. The PROVIDER 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 worn by PROVIDER personnel provided for in the other areas of this agreement.
7. During all transportation activities, at least one officer shall be the same sex as the detainee. Questions concerning guard assignments shall be directed to the COTR for final determination.
8. The PROVIDER shall, upon order of the COTR, or upon his own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The PROVIDER shall then transport the detainee to the detention site.
9. The COTR may direct the PROVIDER to transport detainees to unspecified, miscellaneous locations.
10. When the COTR provides documents to the PROVIDER concerning the detainee(s) to be transported and/or escorted, the PROVIDER shall deliver these documents only to the named authorized recipients. The PROVIDER shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.

11. The **PROVIDER** shall establish a communications system that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the **COTR** shall be provided with current status of all vehicles and post assignment employees.

GUARD SERVICES:

1. The **PROVIDER** agrees to provide stationary guard services 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**. Such services will be performed by qualified law enforcement or correctional officer personnel employed by the **PROVIDER** under their policies, procedure and practices. The **PROVIDER** agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the **COTR**.
2. The **PROVIDER** shall be authorized one officer for each such remote post, unless otherwise directed by the **COTR** or designated Agency official.
3. Such services shall be denoted as a separate item on submitted invoices. ICE agrees to reimburse the **PROVIDER** for actual stationary guard services provided at a negotiated rate of \$15.00 per guard, per hour.

MEDICAL SERVICES:

In the event of an emergency, the **PROVIDER** shall proceed immediately with necessary medical treatment. In such event, the **PROVIDER** shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and type of treatment provided.

The **PROVIDER** shall ensure that all health care service providers utilized for ICE detainees hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The **PROVIDER** shall retain a registered nurse to provide health care and sick call coverage unless expressly stated otherwise in this Agreement. In the absence of a health care professional, non-health care personnel may refer detainees to health care resources based upon protocols developed by the United States Public Health Service (USPHS) Division of Immigration Health Services (DIHS). Healthcare or health trained personnel may perform screenings.

The **PROVIDER** shall ensure that onsite medical and health care coverage as defined below is available for all ICE detainees at the facility for at least eight (8) hours per day, seven (7) days per week. The **PROVIDER** shall ensure that its employees solicit each detainee for health complaints and deliver complaints in writing to the medical and health care staff.

The **PROVIDER** shall furnish onsite health care under this Agreement. The **PROVIDER** shall not charge any ICE detainee an additional fee or co-payment for medical services or treatment provided at the **PROVIDER'S** facility. The **PROVIDER** shall ensure that ICE detainees receive no lower level of onsite medical care and services than those it provides to local inmates. Onsite health care services shall include arrival screening within twenty-four (24) hours of arrival to the facility, sick call coverage, provision of over-

the-counter medications, treatment of minor injuries (e.g. lacerations, sprains, contusions), treatment of special needs and mental health assessments. Detainees with chronic conditions shall receive prescribed treatment and follow-up care.

Arrival screening shall include at a minimum TB symptom screening, planting of the Tuberculin; skin Test (PPD), and recording the history of past and present illnesses (mental and physical).

If the **PROVIDER** determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence), the **PROVIDER** shall notify ICE. Upon such notification, the **PROVIDER** shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.

The DIHS acts as the agent and final health authority for ICE on all off-site detainee medical and health related matters. The relationship of the DIHS to the detainee equals that of physician to patient. The **PROVIDER** shall release any and all medical information for ICE detainees to the DIHS representatives upon request, except where prohibited by federal or state law or regulation. The **PROVIDER** shall solicit DIHS approval before proceeding with non-emergency, off-site medical care (e.g. off site lab testing, eyeglasses, cosmetic dental prosthetics, dental care for cosmetic purposes). The **PROVIDER** shall submit supporting documentation for non-routine, off-site medical/health services to DIHS. For medical care provided outside the facility, the DIHS may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of ICE and the detainee. ICE may refuse to reimburse the **PROVIDER** for non-emergency medical costs incurred that were not pre-approved by the DIHS. The **PROVIDER** shall send requests for pre-approval for non-emergency off-site care to:

United States Public Health Service
Division of Immigration Health Services
1220 L Street, NW, PMB 468
Washington, DC 20005-4018
Phone: (703) 541-2155
Fax: (202) 318-0080

The **PROVIDER** is to notify all medical providers approved to furnish off-site health care of detainees to submit their bills in accordance with instructions provided to:

BCE Emergis
DIHS Claims
P.O. Box 10250
Gaithersburg, MD 20898-0250
Phone: (888) 383-3922
Fax: (888) 383-3957

The **PROVIDER** shall furnish twenty-four (24) hour emergency medical care and emergency evacuation procedures. In an emergency, the **PROVIDER** shall obtain the medical treatment required to preserve the detainee's health. The **PROVIDER** shall have access to an off site emergency medical provider at all times. The Health Authority of the **PROVIDER** shall notify the DIHS Managed Care Coordinators, ICE Health Services, 1220 L Street, NW, PMB 468, Washington, DC, 20005-4018, phone (888) 718-8947, fax (202)

318-0080, as soon as possible, and in no case more than seventy-two (72) hours after detainee receipt of such care. The Health Authority will obtain pre-authorization from the DIHS Managed Care Coordinator for service(s) beyond the initial emergency situation.

The PROVIDER shall allow DIHS Managed Care Coordinators reasonable access to its facility for the purpose of liaison activities with the Health Authority and associated Service Provider departments. The PROVIDER and all medical providers approved to furnish off-site health care of detainees shall submit their bills to:

BCE Emergis
DIHS Claims
P.O. Box 10250
Gaithersburg, MD 20898-0250
Phone: (888) 383-3922
Fax: (888) 383-3957

The ICE and PHS may refuse to reimburse the PROVIDER for non-emergency medical costs incurred that were not pre-approved by the DIHS.

The PROVIDER agrees to accept and provide for the secure custody, care, and safekeeping of detainees in accordance with the State, and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.

The PROVIDER agrees to provide ICE detainees with the same level of medical care and services as provided to non-ICE detainees as part of the per diem rate. This rate includes:

- On-site sick call (when provided by on-site staff);
- Medication (over the counter/non-legend and routine drugs and medical supplies);

Escort/security services for transport to/from emergency or non-emergency health care services as either an in-patient or out-patient.

DETAINEE TELEPHONE SERVICES:

The PROVIDER shall contact the ICE Detainee Telephone Services provider to arrange for detainee telephone services at the contractual rates provided in the ICE contract with said provider for facilities utilized by ICE detainees. The following is contact information for the aforementioned provider:

Public Communications Services
11859 Wilshire Boulevard, Suite 600
Los Angeles, CA 90025
1-800-350-1000

MAINTAIN INSTITUTIONAL EMERGENCY READINESS

The PROVIDER shall submit an institutional emergency plan that will be operational prior to start of the

agreement. The plan shall receive the concurrence of the Contracting Officer prior to implementation and shall not be modified without the further written concurrence of the Contracting Officer.

The PROVIDER shall have written agreements with appropriate state and local authorities that will allow the PROVIDER to make requests for assistance in the event of any emergency incident that would adversely affect the community.

Likewise, the PROVIDER shall have in place, an internal corporate nation-wide staff contingency plan consisting of employees who possess the same expertise and skills required of staff working at the Facility. At the discretion of ICE, these employees would be required to respond to an institutional emergency at the contracted facility if deemed necessary.

The emergency plans shall include provisions for two or more disturbance control teams. Protective clothing and equipment for each team member and 30 percent of all additional facility staff members shall be provided by the PROVIDER, and maintained in a secure location outside the secure perimeter of the facility.

Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the Government. The PROVIDER shall reimburse the Government for any and all expenses incurred in providing such assistance.

The COTR or designated ICE official shall be notified immediately in the event of all serious incidents. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/inmates resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; central inmate monitoring cases admitted to a community hospital; witness security cases taken outside the facility; significant environmental problems that impact the facility operations; transportation accidents (airlift, bus, etc.) resulting in injuries, death or property damage; and sexual assaults.

Attempts to apprehend the escapee(s) shall be in accordance with the Emergency Plan, which should comply with ICE policy regarding Emergency Plans.

The PROVIDER shall submit to the COTR a proposed inventory of intervention equipment (e.g., weapons, munitions, chemical agents, electronics/stun technology, etc.) intended for use during performance of this contract. The COTR, prior to the start of the agreement, shall give concurrence to/concurred with the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the Contracting Officer.

The PROVIDER shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the institution. The use of force by the PROVIDER shall at

all times be consistent with all applicable policies of ICE policy on Use of Force.

RECEIPT AND DISCHARGE OF FEDERAL DETAINEES:

The PROVIDER agrees to receive and discharge Federal detainees only from and to properly identified law enforcement officers and with prior authorization. Admission and discharge of Federal detainees shall be fully consistent with PROVIDER policies and procedures.

ICE detainees shall not be released from the facility into the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.

BACKGROUND CLEARANCE PROCEDURES

Background Investigations Required

The PROVIDER shall process all background investigations in accordance with proposed procedures annotated in Attachment 2 of this agreement. ICE will be the final approval authority for all PROVIDER staff that work with Federal detainees under the terms of this agreement. No individual who is under supervision or jurisdiction of any parole, probation or correctional authority shall be employed. Prior to employees entering on duty (EOD) at the facility, the PROVIDER shall insure all agreed upon procedures have been satisfactorily completed.

ESTABLISH AND MAINTAIN A PROGRAM FOR THE PREVENTION OF SEXUAL ABUSE/ASSAULT

The PROVIDER shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program. This program shall include training that is given separately to both staff and detainee alike.

INSPECTION:

The following FAR clause is hereby made pursuant to this agreement.

52.246-4 INSPECTION OF SERVICES-FIXED-PRICE (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The PROVIDER shall provide and maintain an inspection system acceptable to the Government covering the services under this agreement. Complete records of all inspection work performed by the PROVIDER shall be maintained and made available to the Government during contract performance and for as long afterwards as the agreement requires.
- (c) The Government has the right to inspect and test all services called for by the agreement, to the extent practicable at all times and places during the term of the agreement. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the PROVIDER or a subcontractor,

the PROVIDER shall furnish, and shall require subcontractors to furnish, at no increase in agreement price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform to agreement requirements, the Government may require the PROVIDER to perform the services again in conformity with agreement requirements, at no increase in agreement amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to agreement requirements and (2) reduce the agreement price to reflect the reduced value of the services performed.

(f) If the PROVIDER fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with agreement requirements, the Government may (1) by contract or otherwise, perform the services and charge to the PROVIDER any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the agreement for default.

BILLING PROCEDURE:

(A) Invoices - Invoices shall itemize each detainee by name, register number, dates of stay, and appropriate detainee-day rate. Billing shall be based upon the actual number of detainee days used.

(B) Invoices Submission
U.S. Immigration and Customs Enforcement
William Kowis
5520 Greens Road
Houston, Texas 77032
832-435-6794

(B) Payment - Payments will be made to the PROVIDER after receipt of a complete invoice, which shall contain a remittance address. All transfer(s) will be accomplished through Electronic Funds Transfer (EFT) on a monthly basis. The Prompt Payment Act shall apply.

CONTRACTING OFFICERS' TECHNICAL REPRESENTATIVE (COTR): William Kowis or successor is hereby designated as COTR for this Agreement. This designation does not include authority to sign contractual documents or to otherwise commit to, or issue changes which could affect the price, quantity, or performance of this Agreement.

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of Polk County and U.S. Immigration and Customs Enforcement.

ATTACHMENTS

Attachment I.....Performance Requirement Summary Table

Attachment II.....Staffing Plan

Attachment III.....January 24, 2007 letter from Polk County

- A. Employment Background Process
- B. Detainee Population Ramp Up Plan
- C. Corporate/Administration Staff Assigned to Agreement

Attachment V.....February 07, 2007 letter from Polk County

- A. Transportation plan

ATTACHMENT I - Performance Requirement Summary Table

This Performance Requirements Summary (PRS) serves to communicate what the Government intends to qualitatively inspect. The PRS and Reviewers Guide are based on ACA standards, professional guidelines referenced by the agreement, applicable Government policy and any other appropriate measure within the agreement of services. The PRS and Reviewers Guide identify:

- Each contract requirement, the functional areas, and quality level essential for successful performance of each requirement;
- Summarize the functional areas; and
- Specify the maximum percentage of total reduction in agreement price attributable to each requirement.

Administration and Management – addresses policy development and monitoring; internal quality control; maintenance of detainee records, funds, and property; admission and orientation procedures; detainee release; and accommodations for the disabled	
Reduction: 20%	
Functional Areas	Policy Development and Monitoring Internal Inspections and/or Reviews Detainee Records Admission and Orientation Personal Property and Monies Detainee Release Accommodations for the Disabled Policy On Staffing Quality Control

Security and Control – addresses the issuance of policies and procedures to staff; appropriate use of force; maintenance of daily incident logs; emergency readiness; and detainee accountability and discipline

Reduction: 25%

Functional Areas	Post Orders Permanent Logs Security Features Security Inspections and/or reviews Control of Contraband Detainee Searches Detainee Accountability and Supervision Use of Force Non-routine Use of Restraints Tool & Equipment Control Weapons Control Detainee Discipline Supervision for Special Housing Contingency/Emergency Plan
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Food Service – addresses basic sanitation procedures and the adequacy of meals provided to detainees

Reduction: 15%

Functional Areas	Sanitation Requirements Ensure Meals are Varied Special Diets
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Staff and Detainee Communication – addresses opportunities for detainees to communicate with staff; detainee grievance procedures; and the provision of diversity training for staff

Reduction: 5%

Functional Areas	Staff-Detainee Communication Diversity Training Detainee Grievances
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Safety and Sanitation – addresses the adequacy of fire safety programs; the control of dangerous materials and/or hazards; air quality, noise levels, and sanitation of the facility; and the cleanliness of clothing and bedding

Reduction: 10%

Functional Areas	Fire Safety Non-Hazardous Furnishings Control of Dangerous Materials Environmental Control Clothing and Bedding Personal Hygiene/Well-being Physical Facility and Equipment
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Services and Programs – addresses detainee classification; religious practices; work assignments; availability of exercise opportunities; access to legal materials and legal representation; access to a telephone; visitation privileges; and the handling of detainee mail and correspondence

Reduction: 15%

Functional Areas	Classification, Review, and Housing Religious Practices Volunteer Work Assignments Work Assignments and Security Exercise and Out-of-Cell Opportunities Legal Materials Legal Representation Telephone Access Visitation Privileges Detainee Mail and Correspondence
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Workforce Integrity – addresses the adequacy of the facility’s hiring process and background check procedures, and the adequacy of procedures to respond to allegations of staff misconduct

Reduction: 5%

Functional Areas	Staff Background and Reference Checks Staff Training, Licensing, and Credentialing Staff Misconduct
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Detainee Discrimination – addresses the adequacy of policies and procedures designed to prevent discrimination against detainees based on gender, race, religion, national origin, or disability

Reduction: 5%

Functional Areas	Discrimination Prevention
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IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of Polk County and U.S. Immigration and Customs Enforcement.

ACCEPTED:

ACCEPTED:

U.S. Immigration and Customs Enforcement

Polk County, Texas

Contracting Officer

Title: County Judge

Name: Susan D. Erickson

Name: John P. Thompson

Signature:

Susan D. Erickson

Signature:

John P. Thompson

Date:

7/25/07

Date:

May 7, 2007

FEDERAL GOVERNMENT QUALITY ASSURANCE.

The Government's Quality Assurance Program (QASP) is based on the premise that the provider, and not the Government, is responsible for management and quality control actions to meet the terms of the agreement. The QASP procedures recognize that the provider is not a perfect manager and that unforeseen and uncontrollable problems do occur. Good management and use of an adequate QCP will allow the facility to operate within acceptable quality levels.

Each phase of the services rendered under this agreement are subject to inspection both during the providers operations and after completion of the tasks.

When the provider is advised of any unsatisfactory condition(s), the contractor shall submit a written report to the Contracting Officer (CO) addressing corrective/preventive actions taken. The QASP is not a substitute for quality control by the provider.

The COTR may check the contractor's performance and document any noncompliance, however, only the Contracting Officer may take formal action against for unsatisfactory performance.

The Government may reduce the invoice or otherwise withhold payment for any individual item of nonconformance observed. The Government may apply various inspection and extrapolation techniques (i.e., 100 % surveillance, random sampling, planned sampling, unscheduled inspections, etc.) to determine the quality of services and the total payment due.

FAILURE TO PERFORM REQUIRED SERVICES. The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this agreement. Any reductions in the invoice shall reflect the agreement's reduced value resulting from the failure to perform required services.

ATTACHMENT II – Staffing Plan

ADDENDUM: Proposal to the U.S. Immigration and Customs Enforcement:

Detention Bed Availability – IAH Detention Facility

Responding to Proposal Request Dated November 28, 2006

Submitted March 2007

Staffing Plan

Title	FTE	FT / PT	Title	FTE	FT/PT
Warden	1	FT	Captain	2	FT
Asst. Warden	1	FT	Lieutenant	2	FT
Chief of Security	1	FT	Sergeant	6	FT
Business Manager	1	FT	Maintenance Officer	1	FT
HR Manager	1	FT	Correction Officer	96	FT
Clerk	3	FT	Chaplain	1	FT
Health Administrator*	1	FT	Mental Health Worker*	.5	PT
Physician*	.5	PT	Dentist*	.4	PT
Psychiatrist*	.2	PT	RN*	1.6	FT / PT
LPN*	6.4	FT / PT	Records Clerk*	2	FT
Dental Assistant*	.4	PT			

* Positions may be altered depending upon Operator's need to become NCCHC Accredited or whether the Operator must perform within the guidelines of NCCHC.

It is understood, and represented in the staffing plan above, that the Operator shall provide two (2) Correction Officers (Monday thru Friday) during normal business hours to be utilized as bailiffs as well as one (1) Correction Officer (Monday thru Friday) during normal business hours to be utilized as a Lobby Officer to meet the needs of Immigration and Customs Enforcement and the respective courtroom(s). It is further understood that in instances where Officers are not providing bailiff services, the Operator will assign the employees to supplement security duties within the facility or to assist ICE as directed by the COTR or designated ICE official. The Operator understands, however, that the primary function of these Officers is for bailiff functions and their duties, as assigned by COTR, shall not incur any additional expense to the government.



JOHN P. THOMPSON
COUNTY JUDGE

January 24, 2007

U.S. Immigration and Customs Enforcement
Office of Detention and Removal
Detention Management Division
801 I Street, NW
Suite 900
Washington, DC 25036
Attn: Greg Hafner

RE: Proposal Request - 500 Detention Beds at IAH Detention Center

Dear Mr. Hafner:

Per your request, please find the employment background process, the detainee population ramp up plan, and a listing of Government/Corporate administrative staff, consistent with the proposal request of November 2006 and the subsequent proposal response submitted in December 2006. If more detailed information is required or any questions or concerns may arise, please do not hesitate to contact me at your convenience.

Employment Background Process

The Facility Operator's employment background process is facility specific and is always in accordance with the Federal, State, and County Jurisdiction in which we operate as well as with the specific jurisdictions for which they hold offenders. The typical background process conducted in Jail Management Facilities includes, but is not limited to, fingerprinting, criminal history check, citizenship/work eligibility verification, drug screen, physical fitness test, psychological screen, employment reference check, and personal reference check.

With this facility, the Operator intends on instituting the guidelines as set forth by ICE for the employment background process.

Facility Ramp-Up Plan

The facility ramp-up plan below considers the intake of 100 inmates every other business day, thus providing the ability to secure 500 detainees within a two-to-three week time frame. This schedule, however, can be adjusted, either more or less aggressively, based upon the needs of ICE.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
15					15 Intake (100 inmates)	16
17	18	19 Intake (100 inmates)	20	21 Intake (100 inmates)	22	23
24	25 Intake (100 inmates)	26	27 Intake (100 inmates)	28	29	30

Corporate / Administration Staff Assigned to Agreement

As noted in the proposal, CiviGenics is the Operator of the facility. The respective Corporate/Administrative staff responsible for overseeing the IAH facility is identified below, which is accompanied by a brief narrative portraying their experience in the criminal justice field.

Jim Shaw, Regional Manager (Texas)

Prior to joining CiviGenics, Jim Shaw enjoyed a 20-year tenure with the Texas Department of Criminal Justice included four years as Senior Warden of the then largest prison in the State, the Coffield Unit, a facility housing over 4,000 prisoners. While overseeing TDCJ's 3,000-bed Terrell Unit, Mr. Shaw won nomination as National "Warden of the Year" from the State of Texas. In January 1996, he was promoted to Regional Director for Region II, where he had oversight of 16 units, 28,000 inmates, and 7500 staff members.

John Gilbert, Deputy Regional Manager (Texas)

John Gilbert oversees jail and detention center operations under the direction of Jim Shaw. He is responsible for supervising Wardens of CiviGenics Texas facilities, overseeing contract and regulatory compliance for CiviGenics' federal, state and county offender housing contracts, developing policies and procedures, assisting with the implementation of new facility operations, and conducting scheduled and unscheduled facility site visits for internal auditing purposes. Prior to joining CiviGenics, John Gilbert was employed by TDCJ for over twenty years. As Division Director, Private Facilities Division, Texas Department of Criminal Justice (TDCJ), his responsibilities included the management of contracts and the monitoring of contract compliance of all privately contracted facilities; the management of the agency's laundry and food services division and; the management of security systems and operations within the correctional institutions division. He led a staff of approximately 150 employees and managed an annual operating budget of over 100 million dollars.

Corporate / Administration Staff Assigned to Agreement (cont)

Bob Prince, Regional Marketing & Customer Relations (Texas)

Bob Prince is a retired captain of the Texas Rangers with more than 35 years of criminal justice experience. Prior to serving with the Texas Rangers, he was a member of the Texas Highway Patrol. During his distinguished career with the Rangers, Mr. Prince received numerous commendations. Over the years he has worked professionally with a wide range of federal, state, and local corrections officials. Mr. Prince is CiviGenics Texas' primary liaison with federal, state and local law enforcement officials (including the Texas Dept. Public Safety, Texas Rangers, and the US Marshals Service as well as county sheriffs).

George Vose, Executive Vice-President for Operations (Corporate)

George Vose was formerly Commissioner of the Massachusetts Department of Corrections as well as Director of the Rhode Island Department of Corrections under two state administrations. His day-to-day responsibilities at CiviGenics include executive oversight of facility activation and operations as well as supervision of the Regional Directors who manage programs and services across the nation. Prior to joining CiviGenics, Mr. Vose provided consulting services to the National Institute of Corrections, the National Institute of Justice, the Ontario Ministry of Correctional Services, and state Departments of Corrections and Public Safety across the US.

Again, if any questions or concerns may arise, please feel free to contact me at your convenience.

Sincerely,


John P. Thompson
County Judge

cc: John W. Washington, Chief - Detention Acquisition Support Unit
Anthony Gomez, Deputy Assistant Director - Office of Acquisition Management
Timothy Perry, Deputy Assistant Director - Detention Mgt. Division



JOHN P. THOMPSON
COUNTY JUDGE

February 7, 2007

U.S. Immigration and Customs Enforcement
Office of Detention and Removal
Detention Management Division
801 I Street, NW
Suite 900
Washington, DC 25036
Attn: Greg Hafner

RE: Proposal Request -- 500 Detention Beds at IAH Detention Center

Dear Mr. Hafner:

Per your request, please find the transportation services and stationary guard addendum, as requested in your e-mail and phone conversation with Marcia Cook on February 7, 2007. These issues remain consistent with the proposal request of November 2006 and the subsequent proposal response submitted in December 2006. If more detailed information is required or any questions or concerns may arise, please do not hesitate to contact me at your convenience.

Transportation Service

The Operator will perform transportation services, other than medical or court related transportation, based on the following assumptions:

- A minimum of two (2) trips per 7 day week from the Facility to the ICE contract detention facility in Houston, Texas, which is approximately 125 miles round trip.
- Infrequent trips to Beaumont, Texas, which is approximately 180 miles round trip.

It is also assumed that most transportation requirements will be limited to within a 350-mile radius of the IAH Detention Center and consist of the transport of anywhere between one (1) and two hundred (200) detainees at any given time.

The Operator will provide all such ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the COTR or designated ICE Official. It is understood that transportation mileage reimbursable rates will be commensurate with current applicable federal travel allowance rates. It is further understood that in instances where Officers are not providing transportation services, the Operator will assign the employees to supplement security duties within the facility to assist ICE as directed by the COTR or designated ICE official. The Operator understands, however, that the primary function of these Officers is transportation and their duties, as assigned by COTR, shall not incur any additional expense to the government.

POLK COUNTY COURTHOUSE

LIVINGSTON, TEXAS 77351

(936) 327-6813

FAX: (936) 327-6891

The Operator will assign, at a minimum, six (6) two - person teams of Transportation Officers on a daily basis distributed throughout a twenty-four (24) hour period Monday - Friday, excluding Holidays. On weekends and Holidays, the Operator will provide at least three (3) two - person teams of Transportation Officers throughout a twenty-four (24) hour period. The COTR shall approve the number of teams assigned to any shift or period of time in order to meet the needs of ICE transportation requirements.

The Operator furnishes, and will continue to furnish, vehicles in good repair and suitable condition, approved by the government, to safely provide the required transportation services referenced above.

It is understood that the Operator will not allow employees to use their privately owned vehicles to transport detainees at any time. The Operator will furnish vehicles equipped with interior security features including, but not limited to, the ability for physical separation of detainees from guards. The Operator will also provide the interior security specification of the vehicles to ICE for review and approval prior to accepting inmates at the Facility.

In the event that transportation services involving distances that exceed a standard eight (8) hour workday to complete, it is understood that the Operator will be reimbursed for related costs associated with lodging and meals, in accordance with the U.S. General Services Administration rates for such within the geographical area of occurrence. It is further understood that any incurred overtime pay for such services will be reimbursed at the applicable Department of Labor overtime rate for the Transportation Officer position incorporated within this agreement. The Operator will comply with ICE transportation standards related to the number of hours the Operator's employee may operate a vehicle. Overnight lodging resulting from transportation services will be approved in advance by the COTR or designated ICE Official.

In all instances, the Operator will provide transportation services in the most economical manner possible.

The Operator will provide personnel for the aforementioned services with the same qualifications, training, security clearances, and uniforms as the Operator's personnel operating within the Facility.

During all transportation activities, a minimum of one Officer will be the same sex as the detainee(s) being transported. It is understood the COTR or designated ICE Official will have final determination concerning guard assignments.

The Operator will provide, upon order of the COTR or designated ICE Official, or upon its own decision in an urgent medical situation, transport for a detainee to a hospital location. Assigned Officer(s) will keep said detainee(s) under constant supervision (24 hours per day) until the detainee is ordered released from the hospital facility or at the order of the COTR or designated ICE Official. The Operator is responsible for the transportation to the hospital facility and back to the Facility.

It is understood that the COTR, or designated ICE Official, may direct the Operator to transport detainees to unspecified, miscellaneous locations.

When the COTR or designated ICE Official provides documents to the Operator concerning detainee(s) to be transported and/or escorted, the Operator will deliver these documents only to the named authorized recipients. The Operator will ensure the material is kept confidential and not viewed by any person other than the authorized recipient.

It is understood that failure of the Operator to comply fully with the detainee(s) departure as pre-scheduled may result in the Operator having deductions made for non-performance.

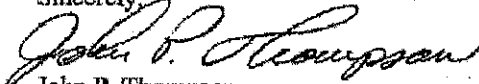
Guard Services

The Operator agrees to provide stationary guard services on demand by the COTR or designated ICE Official, which will include, at a minimum, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other location requested by the COTR or designated ICE Official. Qualified personnel, employed by the Operator under their policies, procedures, and practices, will perform such services. The Operator agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Public contact will be prohibited unless authorized in advance by the COTR or designated ICE Official.

It is understood that the Operator will be authorized one (1) Officer for each such remote post, unless at the direction of the COTR or designated ICE Official.

The Operator will provide an itemized monthly invoice for such stationary guard services that states the number of hours being billed, the duration of the billing (times and dates) and the name of detainee(s) that were guarded. Such services will be denoted as a separate item on said invoices. It is understood that ICE will reimburse the Operator for actual stationary guard services provided at a rate of \$15.00 per hour per guard.

Sincerely,



John P. Thompson
County Judge

cc: John W. Washington, Chief - Detention Acquisition Support Unit
Anthony Gomez, Deputy Assistant Director - Office of Acquisition Management
Timothy Perry, Deputy Assistant Director - Detention Mgt. Division

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)

P00001

See Block 16C

6. ISSUED BY

CODE

ICE/DM/DC-DC

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: <<Enter Contract Specialist>>
Washington DC 20536

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

POLK COUNTY - IAH DETENTION CENTER
101 W CHURCH ST SUITE 300
LIVINGSTON TX 773513246

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-07-0029/

10B. DATED (SEE ITEM 11)

07/25/2007

CODE 0615197810000

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 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 48.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Mutual Agreement of the Parties

14. 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: 74-6001621

DUNS Number: 061519781

The purpose of this modification is to incorporate the Service Contract Act, 41 U.S.C. 35 et seq., Title 29, Part 4 labor Standards for Federal Service Contracts clause, the prevailing Wage Determination for Polk County Texas and the security requirement for employment screening, as well as changes to the Firm-Fixed Price - per Diem Rates and Price Adjustments clause and the addition of a Contracting Officers' Technical Representative (COTR) into the Inter-Governmental Service Agreement (IGSA) number DROIGSA-07-0029/.

a) The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for 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.

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

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

John P. Thompson, Polk County Judge

Susan D. Erickson

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

John P. Thompson
(Signature of person authorized to sign)

5-28-08

Susan D. Erickson
(Signature of Contracting Officer)

5/29/08

HSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DROIGSA-07-0029//P00001

PAGE OF

2

3

NAME OF OFFEROR OR CONTRACTOR

POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Federal Service Contracts, is here by incorporated into the reference IGSA as per Attachment I to this modification,</p> <p>b) The Wage Determination Number 2007-0570, Revision 1, dated 10/30/2007, with adopted wage rates and benefits for Polk County Texas is hereby incorporated into the referenced IGSA per enclosed Attachment II, to this modification.</p> <p>c) The Security requirements for employment screening are incorporated into the referenced IGSA under Article VII. Employment Screening Requirements are listed as follows.</p> <p>Article VII. Employment Screening Requirements</p> <p>A. General. The service Provider shall certify to the U.S. Immigration and Customs Enforcement, Contracting Officer that any employees performing under this Agreement, who have access to ICE detainees, will have successfully completed an employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.</p> <p>B. Employment Eligibility. Screening criteria that will exclude applicants from consideration to perform under this agreement includes:</p> <ol style="list-style-type: none"> 1. Felony convictions 2. Conviction of a sex crime 3. Offense/s involving a child victim 4. Felony drug convictions 5. Pattern of arrests, without convictions, that bring into question a person's judgment and reliability to promote efficiency and integrity of the ICE mission. 6. Intentional falsification and/or omission of pertinent personal information to influence a favorable employment decision. <p>Subject to existing law, regulations and/or other provisions of this Agreement, illegal or undocumented aliens shall not be employed by the Provider. The Service Provider shall certify that each employee working on this Agreement will have a Social Security Card issued and approved by the Social Security Administration. The Service Provider shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees. The Service Provider shall expressly incorporate this provision into any and all Subcontracts or subordinate agreements issued in support of this Agreement. The Service Provider shall recertify their employees every three years by conducting a criminal history records check to maintain the integrity of the workforce.</p> <p>The Service Provider shall implement a Self-Reporting requirement for its employees to immediately report one's own criminal arrest/s to superiors.</p> <p>C. Security Management. The Service Provider shall appoint a senior official to act as the Agreement Security Officer. The individual will interface with the COTR on all security matters, to include physical, personnel, and protection of all</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR

POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Government information and data accessed by the Service Provider.</p> <p>d) The Firm-Fixed Price per Diem Rates and Price Adjustments clause is changed</p> <p>From:</p> <p>Per Diem rate established by this agreement shall be considered firm-fixed-price with economic price adjustment....</p> <p>Basis for Price Adjustment - A fixed-price with economic price adjustment provides for upward and downward revision of the stated Per Diem based upon cost indexes of labor and operating expenses, or based upon PROVIDER'S actual cost experience in providing the service.</p> <p>To:</p> <p>1. Firm-Fixed Price - Per Diem Rates</p> <p>This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the detainee day rate....</p> <p>ICE shall be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the detainee day rate.</p> <p>2. Price Adjustments</p> <p>ICE shall reimburse the Service Provider at the fixed detainee day rate shown on the cover page of the document. The Parties may adjust the rate twelve (12) months after the effective date of the agreement and every twelve (12) months thereafter. The Parties shall base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, federal procurement laws, regulations, and standards in arriving at the detainee day rate. The request for adjustment shall be submitted on an ICE Jail Services Cost Statement. If ICE does not receive an official request for a detainee day rate adjustment that is supported by an ICE Jail Services Cost Statement, the fixed detainee day rate as stated in this Agreement will be in place indefinitely.</p> <p>e) Contracting Officers' technical Representative (COTR): Mr. Aaron C. Nixon is hereby appointed as the COTR for Inter-Governmental Service Agreement (IGSA) DROIGSA-07-0029. This designation does not include authority to sign contractual documents or to otherwise commit to, or issue changes which could affect the price, quantity, or performance of this Agreement.</p> <p>f) All other terms and conditions within the referenced IGSA remain the same.</p> <p>POC: Susan Erickson, Contracting Officer, b2Low</p>				

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

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



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 2007-0570
Revision No.: 1
Date of Last Revision: 10/30/2007

State: Texas

Area: Texas County of Polk

Employed on U.S. Department of Homeland Security contract agreement (IGA) for prisoner detention services between

United States Immigration and Customs Enforcement and Prisoner Operations Division and IAH Detention Center, TX

The wage rates and fringe benefits paid by above company are hereby adopted as prevailing.

NOTE: Under Section 2(b)(1) of the Service Contract Act no employees shall be paid less than the minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act; \$5.85 per hour, effective July 24, 2007.

**** 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.

TITLE 29--LABOR

PART 4 LABOR STANDARDS FOR FEDERAL SERVICE CONTRACTS--Table of Contents

Subpart A Service Contract Labor Standards Provisions and Procedures

Sec. 4.6 Labor standards clauses for Federal service contracts exceeding \$2,500.

The clauses set forth in the following paragraphs shall be included in full by the contracting agency in every contract/Inter-Governmental Service Agreement (IGSA) entered into by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees:

(a) Service Contract Act of 1965, as amended: This contract/IGSA is subject to the Service Contract Act of 1965 as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued there under (29 CFR part 4).

(b)(1) Each service employee employed in the performance of this Contract/IGSA by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If there is such a wage determination attached to this Contract/IGSA, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the Contract/IGSA (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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section.

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract/IGSA work by such unlisted class of employee. A written report of the proposed conforming action, 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, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any Contract/IGSA work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all 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. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bears a reasonable relationship to those listed in a wage determination cannot be [[Page 41]] reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a Contract/IGSA modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a Contract/IGSA under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the Contract/IGSA which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of Contract/IGSA work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b) (2) (ii) of this section need not be followed.

(C) No employee engaged in performing work on this Contract/IGSA shall in any event be paid less than the currently applicable minimum wage specified under section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended. (v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b) (2) (i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which Contract/IGSA work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced Contract/IGSA work shall be a violation of the Act and this contract. (vi) Upon discovery of failure

to comply with paragraphs (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced Contract/IGSA work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this Contract/IGSA is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished there under to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, ~~pursuant to wage determinations to be issued by the Wage and Hour~~ Division, Employment Standards Administration of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in subpart D of 29 CFR part 4, and not otherwise.

(d)(1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any person performing work under the Contract/IGSA (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under [[Page 42]] law or Contract/IGSA for the payment of a higher wage to any employee.

(2) If this Contract/IGSA succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this Contract/IGSA setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any service employee performing any of the Contract/IGSA work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this Contract/IGSA may be relieved of the foregoing obligation unless the limitations of Sec. 4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in Sec. 4.10 of 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in Sec. 4.11 of 29 CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or

4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the Contract/IGSA or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a Contract/IGSA or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this Contract/IGSA shall notify each service employee commencing work on this Contract/IGSA of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a) (4) of the Act and of this contract.

(f) The contractor or subcontractor shall not permit any part of the services called for by this Contract/IGSA to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR part 1925.

(g) (1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g) (1) (i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection [[Page 43]] and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor:

(i) Name and address and social security number of each employee.

(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee.

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this Contract/IGSA but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in Paragraph (b) (2) (ii) of this section shall be deemed to be such a list.

(vi) Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to Sec. 4.6(1)(2).

(2) The contractor shall also make available a copy of this Contract/IGSA for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government Contract/IGSA with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the Contract/IGSA work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all Subcontracts subject to the Act. The term contractor as used in these clauses in any subcontract shall be deemed to refer to the subcontractor, except in the term Government prime contractor.

(k) (1) As used in these clauses, the term service employee means any person engaged in the performance of this Contract/IGSA other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in part 541 of title 29, Code of Federal Regulations, as of July 30, 1976, and any subsequent revision of those regulations. The term service employee includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contracts pursuant to section 2(a) (5) of the Act and is for informational purposes only:

The following classes of service employees expected to be employed under the Contract/IGSA with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Monetary fringe	Employee class benefit	wage-
	GS-07	\$18.66
	GS-09	\$22.83

(1) (1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the Contract/IGSA are provided for in a collective bargaining agreement which is or will be effective during any period in which the Contract/IGSA is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of Contract/IGSA performance, such agreements shall be reported promptly after negotiation thereof.

(2) Not less than 10 days prior to completion of any Contract/IGSA being performed at a Federal facility where service employees may be retained in the performance of the succeeding Contract/IGSA and subject to a wage determination which contains

vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (Sec. 4.173 of Regulations, 29 CFR part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of Contract/IGSA performance. Such list shall also contain anniversary dates of employment on the Contract/IGSA either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.

~~(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR part 4.~~

(n)(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this Contract/IGSA shall be subcontracted to any person or firm ineligible for award of a Government Contract/IGSA pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a) (1) or [[Page 45]]

(2)(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a) (2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts,

authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(4) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in parts 525 and 528 of title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the ~~predetermined rate for the work they perform when they are~~ employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the Contract/IGSA work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) Where an employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips, the amount of tips received by the employee may be credited by the employer against the minimum wage required by Section 2(a)(1) or 2(b)(1) of the Act to the extent permitted by section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. To utilize this provision:

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract/IGSA shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of

the Department of Labor set forth in 29 CFR parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives. (The information collection, recordkeeping, and reporting requirements contained in this section have been approved by the Office of Management and Budget under the following numbers:
 [[Page 46]]

Paragraph	OMB control number
(b) (2) (i) -- (iv).....	1215-
0150	
(e).....	1215-
0150	
(g) (1) (i) -- (iv).....	1215-
0017	
(g) (1) (v), (vi).....	1215-
0150	
(l) (1), (2).....	1215-
0150	
(q) (3).....	1215-
0017	

[48 FR 49762, Oct. 27, 1983; 48 FR 50529, Nov. 2, 1983, as amended at 61

FR 68663, Dec. 30, 1996]

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 07/25/2007	2. CONTRACT NO. (If any) DROIGSA070029	6. SHIP TO: a. NAME OF CONSIGNEE DHS-ICE	
3. ORDER NO. HSCEOP-07-F-IG048	4. REQUISITION/REFERENCE NO. FHO070033		

5. ISSUING OFFICE (Address correspondence to) ICE/Detention Mngt/Detention IGSA Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	b. STREET ADDRESS Detention and Removal 126 Northpoint Drive Detention and Removal Section		
	c. CITY Houston	d. STATE TX	e. ZIP CODE 77060

7. TO: a. NAME OF CONTRACTOR POLK COUNTY OF JUVENILE PROBATION	f. SHIP VIA
--	-------------

b. COMPANY NAME	8. TYPE OF ORDER	
c. STREET ADDRESS 101 W CHURCH STREET STE 300	<input type="checkbox"/> a. PURCHASE REFERENCE YOUR:	<input checked="" type="checkbox"/> b. DELIVERY
d. CITY LIVINGSTON	e. STATE TX	f. ZIP CODE 77351-3246

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE ICE Detention & Removal
--	--

11. BUSINESS CLASSIFICATION (Check appropriate box(es))	12. F.O.B. POINT Destination
<input type="checkbox"/> a. SMALL <input type="checkbox"/> d. WOMEN-OWNED	<input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> e. HUBZone
<input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> f. EMERGING SMALL BUSINESS	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED

13. PLACE OF a. INSPECTION Destination	b. ACCEPTANCE Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS b2Low
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17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 74-6001621 DUNS Number: 061519781 1. Provide detention services in accordance with the attached IGSA. Detention services will be provided at the IAH Detention Center located in Livingston, Texas. Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME U.S. DEPT. OF HOMELAND SECURITY	\$1,753,476.45		
b. STREET ADDRESS (or P.O. Box) U.S. IMMIG. AND CUSTOMS ENFORCEMENT OFFICE OF DETENTION AND REMOVAL 801 I STREET, N.W., SUITE 800			
c. CITY WASHINGTON	d. STATE DC	e. ZIP CODE 20536	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Susan D. Erickson TITLE: CONTRACTING/ORDERING OFFICER
--	--

ORDER FOR SUPPLIES OR SERVICES

SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

07/25/2007

DROIGSA070029

HSCEOP-07-F-IG048

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	2. The DRO Program Office POC and COTR is William Kowis, [REDACTED] b2Low 3. The contract specialist is Peter Macaluso, [REDACTED] b2Low The contracting officer is Susan Erickson, [REDACTED] b2Low 4. The administering office is at Item 5. Period of Performance: 08/01/2007 to 09/30/2007					
0001	DETAINEE SERVICES AT A DAILY PER DIEM RATE OF \$55.95. Not-to-exceed the total amount.	28391	DA	55.95	1,588,476.45	
	Accounting Info: [REDACTED] b2Low					
	Funded: \$1,588,476.45					
0002	ESTIMATED TRANSPORTATION - Not-to-exceed the unit price	1	LO	150,000.00	150,000.00	
	Accounting Info: [REDACTED] b2Low					
	Funded: \$150,000.00					
0003	ESTIMATED GUARD SERVICES - Not-to-exceed the unit price	1	LO	15,000.00	15,000.00	
	Accounting Info: [REDACTED] b2Low					
	Funded: \$15,000.00					
	The total amount of award: \$1,753,476.45. The obligation for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detention Mngt/Detention IGSA's Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DI	7. ADMINISTERED BY (if other than item 6) ICE/Detention Mngt/Detention IGSA's Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Peter Macaluso, 202-353-8450 Washington DC 20536	CODE ICE/DM/DI
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state and ZIP Code) POLK COUNTY OF JUVENILE PROBATION 101 W CHURCH STREET STE 300 LIVINGSTON TX 77351-3246		9A. AMENDMENT OF SOLICITATION NO.	
CODE 000000615197 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		9C. AMENDMENT OF SOLICITATION NO.	
		9D. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0029 HSCEOF-07-F-IG048	
		10B. DATED (SEE ITEM 11) 07/25/2007	

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.102(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement of Both Parties

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

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

DUNS Number: **061519781**

The purpose of this modification is to extend the ending date of the period of performance to 11/30/07.

Period of Performance: **08/01/2007 to 11/30/2007**

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) John P. Thompson County Judge		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan D. Erickson	
15B. CONTRACTOR/OFFICER <i>(Signature of person authorized to sign)</i> John P. Thompson		15C. DATE SIGNED 11/27/07	16B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i> Susan D. Erickson
		16C. DATE SIGNED 11/28/07	

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 20 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/10/2008	2. CONTRACT NO. (If any) DROIGSA-07-0029	6. SHIP TO:	
3. ORDER NO. HSCEDM-09-F-IG033		4. REQUISITION/REFERENCE NO. FHO090008	
5. ISSUING OFFICE (Address correspondence to) ICE/Detention Mngt/Detention IGSA's Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536		a. NAME OF CONSIGNEE ICE Detention & Removal	

b. STREET ADDRESS Immigration and Customs Enforcement 801 I Street, NW Suite 900	
c. CITY Washington	e. ZIP CODE 20536
d. STATE DC	

7. TO:	f. SHIP VIA
a. NAME OF CONTRACTOR POLK COUNTY - IAH DETENTION CENTER	
b. COMPANY NAME	8. TYPE OF ORDER

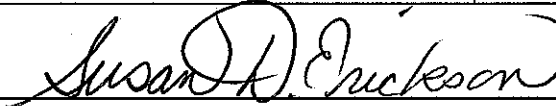
c. STREET ADDRESS 101 W CHURCH ST SUITE 300		<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
d. CITY LIVINGSTON		REFERENCE YOUR:	
e. STATE TX	f. ZIP CODE 773513246	Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
9. ACCOUNTING AND APPROPRIATION DATA		10. REQUISITIONING OFFICE ICE Detention & Removal	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award	16. DISCOUNT TERMS b2Low
a. INSPECTION Destination	b. ACCEPTANCE Destination			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 061519781 The purpose of this task order is to continue detention and transportation service at the IAH Detention Center for the fiscal year 2009 against the Inter-Governmental Service Agreement Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME Dallas Finance Center			\$0.00
b. STREET ADDRESS (or P.O. Box) Department of Homeland Security Dallas Finance Center PO Box 560947			
c. CITY Dallas	d. STATE TX	e. ZIP CODE 75356	\$0.00
22. UNITED STATES OF AMERICA BY (Signature) 			17(i) GRAND TOTAL

23. NAME (Typed) Susan D. Erickson TITLE: CONTRACTING/ORDERING OFFICER	
--	--

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 09/10/2008	CONTRACT NO. DROIGSA-07-0029	ORDER NO. HSCEDM-09-F-IG033
-----------------------------	---------------------------------	--------------------------------

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>DROIGSA-07-0029. This awarded task order is being issued "Subject to the Availability of Funds.</p> <p>Contact Information:</p> <p>Houston Field Office:</p> <p>Claressa Threatt [REDACTED] b2Low</p> <p>COTR - Aaron Nixon [REDACTED] b2Low</p> <p>Contracting Officer: Susan Erickson [REDACTED] b2Low</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>Period of Performance: 10/01/2008 to 09/30/2009</p>					
0001	<p>ALIEN DENTENTION SERVICE: For housing and care of persons being detained.</p> <p>800 beds X 365 days X \$57.65 bed day rate = Not to Exceed \$16,833,800.00</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: GUARD SERVICES</p>	1	EA	0.00	0.00	
0002	<p>GUARD/TRANSPORTATION SERVICES: Provide all guard/transportation services as may be required to transport detainees securely to locations as directed by the ICE COTR or designated ICE Official. Transportation between the facility and ICE offices, plus related mileage, is included in the daily per diem rate. The guard/transportation rate will be reimbured at \$15.00 per hour.</p> <p>Guard/Transportation cost estimate = 91234 hours X365 days = 33333 X\$15.00/ Hour = Not to Exceed \$49,999.50</p> <p>Product/Service Code: S206</p> <p>Continued ...</p>	1	EA	0.00	0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 09/10/2008	CONTRACT NO. DROIGSA-07-0029	ORDER NO. HSCEDM-09-F-IG033
-----------------------------	---------------------------------	--------------------------------

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0003	<p>Product/Service Description: GUARD SERVICES</p> <p>Estimated Reimbursable mileage - 1,452,991miles X \$0.0585 = Not to Exceed \$84,999,97</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: GUARD SERVICES</p> <p>Availability of Funds Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.</p> <p>The total amount of award: \$0.00. The obligation for this award is shown in box 17(i).</p>	1	EA	0.00	0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 11/05/2007	2. CONTRACT NO. (If any) DROIGSA-07-0029	6. SHIP TO: a. NAME OF CONSIGNEE ICE Detention & Removal	
3. ORDER NO. HSCEDM-08-F-IG034	4. REQUISITION/REFERENCE NO. FHO080013		

5. ISSUING OFFICE (Address correspondence to) ICE/Detention Mngt/Detention IGSA's Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536		b. STREET ADDRESS Immigration and Customs Enforcement 801 I Street, NW Suite 900	
		c. CITY Washington	d. STATE DC
		e. ZIP CODE 20536	

7. TO: a. NAME OF CONTRACTOR POLK COUNTY - IAH DETENTION CENTER	f. SHIP VIA
---	-------------

b. COMPANY NAME		8. TYPE OF ORDER	
c. STREET ADDRESS 101 W CHURCH ST SUITE 300		<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
d. CITY LIVINGSTON		REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
e. STATE TX		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
f. ZIP CODE 773513246			

9. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE ICE Detention & Removal
--	--

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	Destination
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS		

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION Destination	b. ACCEPTANCE Destination			b2Low

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 061519781 1. Provide detention services in accordance with the IGSA. Detention services will be provided at the IAH Detention Center Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:			
	a. NAME DHS-ICE			\$1,332,600.00
	b. STREET ADDRESS (or P.O. Box) Detention and Removal 126 Northpoint Drive Detention and Removal Section Attn: Clareesa B. Threatt			
c. CITY Houston	d. STATE TX	e. ZIP CODE 77060	\$1,332,600.00	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Susan D. Erickson TITLE: CONTRACTING/ORDERING OFFICER
--	--

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE OF PAGES

2 3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
11/05/2007	DROIGSA-07-0029	HSCEDM-08-F-IG034

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	<p>located in Livingston, Texas.</p> <p>2. The DRO Program Office POC and COTR is William Kowis, [REDACTED] b2Low</p> <p>3. The contract specialist is Peter Macaluso, [REDACTED] b2Low The contracting officer is Susan Erickson, 202-514-9857.</p> <p>4. The administering office is at Item 5. Period of Performance: 10/01/2007 to 09/30/2008</p> <p>DETAINEE SERVICES:</p> <p>ESTIMATED MANDAYS = 500 X 55.95 X 47 DAYS \$1,314,825 -Not-to-exceed the total line item amount</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$1,314,825.00</p>	1	LO	1,314,825.00	1,314,825.00	
0002	<p>TRANSPORTATION - 30,000 ESTIMATED MILES</p> <p>Not-to-exceed the total line item amount</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$12,150.00</p>	1	LO	12,150.00	12,150.00	
0003	<p>ESTIMATED GUARD SERVICES - Not-to-exceed the total line item amount</p> <p>Accounting Info: [REDACTED] b2Low</p> <p>Funded: \$5,625.00</p> <p>This funding is provided from a continuing resolution.</p> <p>Continued ...</p>	1	LO	5,625.00	5,625.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE OF PAGES
3 3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 11/05/2007	CONTRACT NO. DROIGSA-07-0029	ORDER NO. HSCEDM-08-F-IG034
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>Additional funding will be provided when available.</p> <p>The total amount of award: \$1,332,600.00. The obligation for this award is shown in box 17(i).</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

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)

P00001

See Block 16C

6. ISSUED BY

CODE

ICE/DM/DC-DC

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: <<Enter Contract Specialist>>
Washington DC 20536

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

POLK COUNTY - IAH DETENTION CENTER
101 W CHURCH ST SUITE 300
LIVINGSTON TX 773513246

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-07-0029/

10B. DATED (SEE ITEM 11)

07/25/2007

CODE 0615197810000

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 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 48.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Mutual Agreement of the Parties

14. 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: 74-6001621

DUNS Number: 061519781

The purpose of this modification is to incorporate the Service Contract Act, 41 U.S.C. 35 et seq., Title 29, Part 4 labor Standards for Federal Service Contracts clause, the prevailing Wage Determination for Polk County Texas and the security requirement for employment screening, as well as changes to the Firm-Fixed Price - per Diem Rates and Price Adjustments clause and the addition of a Contracting Officers' Technical Representative (COTR) into the Inter-Governmental Service Agreement (IGSA) number DROIGSA-07-0029/.

a) The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for 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.

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

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

John P. Thompson, Polk County Judge

Susan D. Erickson

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

John P. Thompson
(Signature of person authorized to sign)

5-28-08

Susan D. Erickson
(Signature of Contracting Officer)

5/29/08

HSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DROIGSA-07-0029//P00001

PAGE OF

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NAME OF OFFEROR OR CONTRACTOR

POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Federal Service Contracts, is here by incorporated into the reference IGSA as per Attachment I to this modification,</p> <p>b) The Wage Determination Number 2007-0570, Revision 1, dated 10/30/2007, with adopted wage rates and benefits for Polk County Texas is hereby incorporated into the referenced IGSA per enclosed Attachment II, to this modification.</p> <p>c) The Security requirements for employment screening are incorporated into the referenced IGSA under Article VII. Employment Screening Requirements are listed as follows.</p> <p>Article VII. Employment Screening Requirements</p> <p>A. General. The service Provider shall certify to the U.S. Immigration and Customs Enforcement, Contracting Officer that any employees performing under this Agreement, who have access to ICE detainees, will have successfully completed an employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.</p> <p>B. Employment Eligibility. Screening criteria that will exclude applicants from consideration to perform under this agreement includes:</p> <ol style="list-style-type: none"> 1. Felony convictions 2. Conviction of a sex crime 3. Offense/s involving a child victim 4. Felony drug convictions 5. Pattern of arrests, without convictions, that bring into question a person's judgment and reliability to promote efficiency and integrity of the ICE mission. 6. Intentional falsification and/or omission of pertinent personal information to influence a favorable employment decision. <p>Subject to existing law, regulations and/or other provisions of this Agreement, illegal or undocumented aliens shall not be employed by the Provider. The Service Provider shall certify that each employee working on this Agreement will have a Social Security Card issued and approved by the Social Security Administration. The Service Provider shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees. The Service Provider shall expressly incorporate this provision into any and all Subcontracts or subordinate agreements issued in support of this Agreement. The Service Provider shall recertify their employees every three years by conducting a criminal history records check to maintain the integrity of the workforce.</p> <p>The Service Provider shall implement a Self-Reporting requirement for its employees to immediately report one's own criminal arrest/s to superiors.</p> <p>C. Security Management. The Service Provider shall appoint a senior official to act as the Agreement Security Officer. The individual will interface with the COTR on all security matters, to include physical, personnel, and protection of all</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DROIGSA-07-0029//P00001

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3

NAME OF OFFEROR OR CONTRACTOR

POLK COUNTY - IAH DETENTION CENTER

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Government information and data accessed by the Service Provider.</p> <p>d)The Firm-Fixed Price per Diem Rates and Price Adjustments clause is changed</p> <p>From:</p> <p>Per Diem rate established by this agreement shall be considered firm-fixed-price with economic price adjustment....</p> <p>Basis for Price Adjustment - A fixed-price with economic price adjustment provides for upward and downward revision of the stated Per Diem based upon cost indexes of labor and operating expenses, or based upon PROVIDER'S actual cost experience in providing the service.</p> <p>To:</p> <p>1. Firm-Fixed Price - Per Diem Rates</p> <p>This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the detainee day rate....</p> <p>ICE shall be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the detainee day rate.</p> <p>2. Price Adjustments</p> <p>ICE shall reimburse the Service Provider at the fixed detainee day rate shown on the cover page of the document. The Parties may adjust the rate twelve (12) months after the effective date of the agreement and every twelve (12) months thereafter. The Parties shall base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, federal procurement laws, regulations, and standards in arriving at the detainee day rate. The request for adjustment shall be submitted on an ICE Jail Services Cost Statement. If ICE does not receive an official request for a detainee day rate adjustment that is supported by an ICE Jail Services Cost Statement, the fixed detainee day rate as stated in this Agreement will be in place indefinitely.</p> <p>e)Contracting Officers' technical Representative (COTR): Mr. Aaron C. Nixon is hereby appointed as the COTR for Inter-Governmental Service Agreement (IGSA) DROIGSA-07-0029. This designation does not include authority to sign contractual documents or to otherwise commit to, or issue changes which could affect the price, quantity, or performance of this Agreement.</p> <p>f) All other terms and conditions within the referenced IGSA remain the same.</p> <p>POC: Susan Erickson, Contracting Officer, b2Low</p>				

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

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



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 2007-0570
Revision No.: 1
Date of Last Revision: 10/30/2007

State: Texas

Area: Texas County of Polk

Employed on U.S. Department of Homeland Security contract agreement (IGA) for prisoner detention services between

United States Immigration and Customs Enforcement and Prisoner Operations Division and IAH Detention Center, TX

The wage rates and fringe benefits paid by above company are hereby adopted as prevailing.

NOTE: Under Section 2(b)(1) of the Service Contract Act no employees shall be paid less than the minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act; \$5.85 per hour, effective July 24, 2007.

**** 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.

TITLE 29--LABOR

PART 4 LABOR STANDARDS FOR FEDERAL SERVICE CONTRACTS--Table of Contents

Subpart A Service Contract Labor Standards Provisions and Procedures

Sec. 4.6 Labor standards clauses for Federal service contracts exceeding \$2,500.

The clauses set forth in the following paragraphs shall be included in full by the contracting agency in every contract/Inter-Governmental Service Agreement (IGSA) entered into by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees:

(a) Service Contract Act of 1965, as amended: This contract/IGSA is subject to the Service Contract Act of 1965 as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued there under (29 CFR part 4).

(b)(1) Each service employee employed in the performance of this Contract/IGSA by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If there is such a wage determination attached to this Contract/IGSA, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the Contract/IGSA (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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section.

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract/IGSA work by such unlisted class of employee. A written report of the proposed conforming action, 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, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any Contract/IGSA work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all 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. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bears a reasonable relationship to those listed in a wage determination cannot be [[Page 41]] reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a Contract/IGSA modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a Contract/IGSA under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the Contract/IGSA which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of Contract/IGSA work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b) (2) (ii) of this section need not be followed.

(C) No employee engaged in performing work on this Contract/IGSA shall in any event be paid less than the currently applicable minimum wage specified under section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended. (v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b) (2) (i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which Contract/IGSA work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced Contract/IGSA work shall be a violation of the Act and this contract. (vi) Upon discovery of failure

to comply with paragraphs (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced Contract/IGSA work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this Contract/IGSA is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished there under to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, ~~pursuant to wage determinations to be issued by the Wage and Hour~~ Division, Employment Standards Administration of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in subpart D of 29 CFR part 4, and not otherwise.

(d)(1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any person performing work under the Contract/IGSA (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under [[Page 42]] law or Contract/IGSA for the payment of a higher wage to any employee.

(2) If this Contract/IGSA succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this Contract/IGSA setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any service employee performing any of the Contract/IGSA work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this Contract/IGSA may be relieved of the foregoing obligation unless the limitations of Sec. 4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in Sec. 4.10 of 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in Sec. 4.11 of 29 CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or

4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the Contract/IGSA or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a Contract/IGSA or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this Contract/IGSA shall notify each service employee commencing work on this Contract/IGSA of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a) (4) of the Act and of this contract.

(f) The contractor or subcontractor shall not permit any part of the services called for by this Contract/IGSA to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR part 1925.

(g) (1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g) (1) (i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection [[Page 43]] and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor:

(i) Name and address and social security number of each employee.

(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee.

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this Contract/IGSA but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in Paragraph (b) (2) (ii) of this section shall be deemed to be such a list.

(vi) Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to Sec. 4.6(1)(2).

(2) The contractor shall also make available a copy of this Contract/IGSA for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government Contract/IGSA with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the Contract/IGSA work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all Subcontracts subject to the Act. The term contractor as used in these clauses in any subcontract shall be deemed to refer to the subcontractor, except in the term Government prime contractor.

(k) (1) As used in these clauses, the term service employee means any person engaged in the performance of this Contract/IGSA other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in part 541 of title 29, Code of Federal Regulations, as of July 30, 1976, and any subsequent revision of those regulations. The term service employee includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contracts pursuant to section 2(a) (5) of the Act and is for informational purposes only:

The following classes of service employees expected to be employed under the Contract/IGSA with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Monetary fringe	Employee class benefit	wage-
	GS-07	\$18.66
	GS-09	\$22.83

(1) (1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the Contract/IGSA are provided for in a collective bargaining agreement which is or will be effective during any period in which the Contract/IGSA is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of Contract/IGSA performance, such agreements shall be reported promptly after negotiation thereof.

(2) Not less than 10 days prior to completion of any Contract/IGSA being performed at a Federal facility where service employees may be retained in the performance of the succeeding Contract/IGSA and subject to a wage determination which contains

vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (Sec. 4.173 of Regulations, 29 CFR part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of Contract/IGSA performance. Such list shall also contain anniversary dates of employment on the Contract/IGSA either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.

~~(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR part 4.~~

(n)(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this Contract/IGSA shall be subcontracted to any person or firm ineligible for award of a Government Contract/IGSA pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a) (1) or [[Page 45]]

(2)(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a) (2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts,

authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(4) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in parts 525 and 528 of title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the ~~predetermined rate for the work they perform when they are~~ employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the Contract/IGSA work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) Where an employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips, the amount of tips received by the employee may be credited by the employer against the minimum wage required by Section 2(a)(1) or 2(b)(1) of the Act to the extent permitted by section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. To utilize this provision:

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract/IGSA shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of

the Department of Labor set forth in 29 CFR parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives. (The information collection, recordkeeping, and reporting requirements contained in this section have been approved by the Office of Management and Budget under the following numbers:
 [[Page 46]]

Paragraph	OMB control number
(b) (2) (i) -- (iv).....	1215-
0150	
(e).....	1215-
0150	
(g) (1) (i) -- (iv).....	1215-
0017	
(g) (1) (v), (vi).....	1215-
0150	
(l) (1), (2).....	1215-
0150	
(q) (3).....	1215-
0017	

[48 FR 49762, Oct. 27, 1983; 48 FR 50529, Nov. 2, 1983, as amended at 61

FR 68663, Dec. 30, 1996]