

Company Name:
GEO Group

Contract Number:
HSCEOP-06-D-00010 (HSCEOP06D00010)

Requisition/Reference Number:
FDNRO070027

Latest Modification Processed:
P00004

Period of Performance:
10/1/2006 through 5/31/2008

Services Provided:
Provides detention services at the Aurora Processing Center in
Aurora, Colorado.

AWARD/CONTRACT 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 350) RATING PAGE OF PAGES 1 10B

2. CONTRACT (Proc. Inst. Ident.) NO HSCFOP-06-D-00010 3. EFFECTIVE DATE 10/01/2006 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. FDNDRO070027

5. ISSUED BY CODE ICE 6. ADMINISTERED BY (if other than Item 5) CODE ICE

U.S. Dept. Of Homeland Security
Immigration and Customs Enforcement
425 I Street, NW
Rm 2208
Washington DC 20536

U.S. Dept. Of Homeland Security
Immigration and Customs Enforcement
425 I Street, NW
Rm 2208
Washington DC 20536

7. NAME AND ADDRESS OF CONTRACTOR (No. Street, City, Country, State and ZIP Code)
THE GEO GROUP INC
621 NW 53RD ST STE 700
BOCA RATON FL 334878242

8 DELIVERY
 FOB ORIGIN OTHER (See below)

9 DISCOUNT FOR PROMPT PAYMENT
Net 30

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

CODE 6127064650000 FACILITY CODE

11. SHIP TO/MARK FOR CODE ICE
Immigration and Customs Enforcement
425 I Street NW
Rm 2208
Washington DC 20536

12. PAYMENT WILL BE MADE BY CODE
Dallas Finance Center
P.O. Box 561567
Attn: Bolton/Sheffield
Dallas TX 75356-1567

13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
 10 U.S.C. 2304 (c) 41 U.S.C. 253 (c)

14 ACCOUNTING AND APPROPRIATION DATA
SEE ATTACHMENT A

| 15A ITEM NO | 15B SUPPLIES/SERVICES | 15C QUANTITY | 15D UNIT | 15E UNIT PRICE | 15F AMOUNT |
|-------------|-----------------------|--------------|----------|----------------|------------|
| Continued | | | | | |

15G. TOTAL AMOUNT OF CONTRACT \$0.00

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| X | B | SUPPLIES OR SERVICES AND PRICES/COSTS | 2 | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | | | |
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to Issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)
Ron Maddox Vice President - Project Development

20A. NAME OF CONTRACTING OFFICER
Deborah Locke

19B. NAME OF CONTRACTOR
BY 
(Signature of person authorized to sign)

19C. DATE SIGNED
09/29/06

20B. UNITED STATES OF AMERICA
BY 
(Signature of the Contracting Officer)

20C. DATE SIGNED
9/29/06

| | | | | |
|--|-------------|---|---|------------------------|
| AWARD/CONTRACT | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | RATING | PAGE OF PAGES 1 108 |
| 2. CONTRACT (Proc. Inst. Ident.) NO. HSCEOP-06-D-00010 | | 3. EFFECTIVE DATE 10/01/2006 | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. FDNDRO070027 | |
| 5. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536 | CODE ICE | 6. ADMINISTERED BY (If other than Item 5) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536 | | CODE ICE |

| | | |
|--|--|------|
| 7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242 | 8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) | |
| | 9. DISCOUNT FOR PROMPT PAYMENT Net 30 | |
| | 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN | ITEM |

| | |
|---|---------------|
| CODE 6127064650000 | FACILITY CODE |
| 11. SHIP TO/MARK FOR Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 | CODE ICE |
| 12. PAYMENT WILL BE MADE BY Dallas Finance Center P.O. Box 561567 Attn: Bolton/Sheffield Dallas TX 75356-1567 | CODE |

| | |
|---|---|
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) () | 14. ACCOUNTING AND APPROPRIATION DATA SEE ATTACHMENT A |
|---|---|

| 15A. ITEM NO | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
|--------------|------------------------|---------------|-----------|-----------------|-------------|
| Continued | | | | | |

| | |
|-------------------------------|--------|
| 15G. TOTAL AMOUNT OF CONTRACT | \$0.00 |
|-------------------------------|--------|

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| | H | SPECIAL CONTRACT REQUIREMENTS | | | | | |

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

| | |
|---|--|
| 17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | 18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |
|---|--|

| | |
|---|--|
| 19A. NAME AND TITLE OF SIGNER (Type or print) | 20A. NAME OF CONTRACTING OFFICER Deborah Locke |
| 19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign) | 20B. UNITED STATES OF AMERICA BY <i>Deborah Locke</i> (Signature of the Contracting Officer) |
| 19C. DATE SIGNED | 20C. DATE SIGNED 9/29/06 |

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
THE GEO GROUP INC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | Tax ID Number: 65-0043078 DUNS Number: 612706465 FOB: Destination Period of Performance: 10/01/2006 to 05/31/2006 THIS LINE ITEM REPRESENTS THE MINIMUM GUARANTEE FOR THE BASE TERM OF 10/1/06 - 5/31/07. IT IS BASED ON (b)(4) DAYS USING (b)(4) BEDS EACH DAY WHICH EQUALS (b)(4) BED DAYS. | | | | |
| 0001 | BED DAY MINIMUM GUARANTEE INCLUDES HEALTH CARE Accounting Info: SEE ATTACHMENT A (b)(4) (Subject to Availability of Funds) Period of Performance: 10/01/2006 to 05/31/2007 THIS CLIN REPRESENTS A BUNDLE OF POSSIBLE MEDICAL SERVICES THAT MIGHT BE NEEDED IN ADDITION TO THE DAILY CARE PROVIDED IN CLIN 0001. IT MAY BE ACCESSED BY ISSUANCE OF TASK ORDERS UP TO THE AMOUNT SHOWN. | (b)(4) | BD | (b)(4) | 0.00 |
| 0002 | NON EMERGENCY MEDICAL CARE Fully Funded Obligation Amount (b)(4) THIS CLIN IS FOR BEDS NEEDED IN EXCESS OF THE MINIMUM GUARANTEE OF (b)(4) THERE ARE (b)(4) ADDITIONAL BEDS WHICH MAKES FOR A MAXIMUM QUANTITY OF (b)(4) TOTAL. | | | | (b)(4) |
| 0003 | BED DAY RATE FOR REQUIREMENT IN EXCESS OF (b)(4) INCLUDES DAILY HEALTH CARE AVAILABILITY. Fully Funded Obligation Amount \$0.00 THIS LINE ITEM REPRESENTS THE MINIMUM GUARANTEE FOR THE BASE TERM OF 6/1/07 - 5/31/08. IT IS BASED ON (b)(4) DAYS USING (b)(4) BEDS EACH DAY WHICH EQUALS TO (b)(4) BED DAYS. | (b)(4) | BD | (b)(4) | 0.00 |
| 1001 | BED DAY MINIMUM GUARANTEE (NO HEALTH CARE) Amount: (b)(4) (Option Line Item) 06/01/2007 THIS CLIN IS FOR BEDS NEEDED IN EXCESS OF THE MINIMUM GUARANTEE OF (b)(4) THERE ARE (b)(4) ADDITIONAL BEDS WHICH MAKES FOR A MAXIMUM QUANTITY OF (b)(4) TOTAL. | (b)(4) | BD | (b)(4) | 0.00 |
| 1002 | BED DAY RATE FOR REQUIREMENT IN EXCESS OF (b)(4) Continued ... | (b)(4) | BD | (b)(4) | 0.00 |

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NAME OF OFFEROR OR CONTRACTOR
THE GEO GROUP INC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>INCLUDES DAILY HEALTH CARE AVAILABILITY. Amount: (b)(4) (Option Line Item) 06/01/2007 Fully Funded Obligation Amount\$0.00</p> <p>THIS LINE ITEM REPRESENTS THE MINIMUM GUARANTEE FOR THE BASE TERM OF 6/1/08 - 5/31/09. IT IS BASED ON (b)(4) DAYS USINGING (b)(4) BEDS EACH DAY WHICH EQUALS TO (b)(4) BED DAYS.</p> | | | | |
| 2001 | <p>BED DAY MINIMUM GUARANTEE (NO HEALTH CARE) Amount: (b)(4) (Option Line Item) 06/01/2008</p> <p>THIS CLIN IS FOR BEDS NEEDED IN EXCESS OF THE MINIMUM GURANTEE OF (b)(4) THERE ARE (b)(4) ADDITIONAL BEDS WHICH MAKES FOR A MAXIMUM QUANTITY OF (b)(4) TOTAL.</p> | (b)(4) | BD | (b)(4) | (b)(4) |
| 2002 | <p>BED DAY RATE FOR REQUIREMENT IN EXCESS OF (b)(4) INCLUDES DAILY HEALTH CARE AVAILABILITY. Amount: (b)(4) (Option Line Item) 06/01/2008 Fully Funded Obligation Amount\$0.00</p> <p>THIS LINE ITEM REPRESENTS THE MINIMUM GUARANTEE FOR THE BASE TERM OF 6/1/09 - 5/31/10. IT IS BASED ON (b)(4) DAYS USINGING (b)(4) BEDS EACH DAY WHICH EQUALS TO (b)(4) BED DAYS.</p> | (b)(4) | BD | (b)(4) | (b)(4) |
| 3001 | <p>BED DAY MINIMUM GUARANTEE (NO HEALTH CARE) Amount: (b)(4) (Option Line Item) 06/01/2009</p> <p>THIS CLIN IS FOR BEDS NEEDED IN EXCESS OF THE MINIMUM GURANTEE OF (b)(4) THERE ARE (b)(4) ADDITIONAL BEDS WHICH MAKES FOR A MAXIMUM QUANTITY OF (b)(4) TOTAL.</p> | (b)(4) | BD | (b)(4) | (b)(4) |
| 3002 | <p>BED DAY RATE FOR REQUIREMENT IN EXCESS OF 300 INCLUDES DAILY HEALTH CARE AVAILABILITY. Amount: (b)(4) (Option Line Item) 06/01/2009 Fully Funded Obligation Amount (b)(4)</p> <p>THIS LINE ITEM REPRESENTS THE MINIMUM GUARANTEE FOR THE BASE TERM OF 6/1/10 - 5/31/11. IT IS BASED ON (b)(4) DAYS USINGING (b)(4) BEDS EACH DAY WHICH EQUALS TO (b)(4) BED DAYS.</p> <p>Continued ...</p> | (b)(4) | BD | (b)(4) | (b)(4) |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
THE GEO GROUP INC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 4001 | BED DAY MINIMUM GUARANTEE (NO HEALTH CARE) Amount: (b)(4) Option Line Item) 06/01/2010 THIS CLIN IS FOR BEDS NEEDED IN EXCESS OF THE MINIMUM GURANTEE OF (b)(4) THERE ARE (b)(4) ADDITIONAL BEDS WHICH MAKES FOR A MAXIMUM QUANTITY OF (b)(4) TOTAL. | (b)(4) | BD | (b)(4) | (b)(4) |
| 4002 | BED DAY RATE FOR REQUIREMENT IN EXCESS OF (b)(4) INCLUDES DAILY HEALTH CARE AVAILABILITY. Amount: (b)(4) Option Line Item) 06/01/2010 Fully Funded Obligation Amount (b)(4) The total amount of award: \$65,788,800.00. The obligation for this award is shown in box 15G. | (b)(4) | BD | (b)(4) | (b)(4) |

Description/Specifications

PERFORMANCE WORK STATEMENT

1 Definitions

ACA: American Correctional Association.

ALDF: Adult Local Detention Facilities.

ADMINISTRATIVE SEGREGATION: A unit of housing for detainees whose continued presence in the general population poses a serious threat to life, property, self, staff, or other detainees.

ALIEN: Any person who is not a citizen or national of the United States.

BOOKING: It is a procedure for the admission of an ICE detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's accompanying personal property.

CLASSIFICATION: A process for determining the needs and requirements of aliens for whom detention has been ordered and for assigning them to housing units and programs according to their needs, security risk level and existing resources of the facility.

CONTRABAND: Any item possessed by detainees or found within the confinement of the facility which is declared illegal by law or which is expressly prohibited by facility policies and procedures.

CONTRACTOR: The entity, which provides the services, described in this Performance Work Statement.

CONTRACTING OFFICER: An employee of the government responsible for the complete conduct and integrity of the contracting process, including administration after award. The only individual authorized to issue changes to this contract.

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR): An employee of the government responsible for monitoring all technical aspects and assisting in administering the contract.

CONTROL ROOM: Integrates all internal and external security communications networks within a secure room. Activities conducted within the control room have a

critical impact on the institution's orderly and secure operation.

DESIGNATED SERVICE OFFICIAL: An employee of U. S. Immigration and Customs Enforcement designated in writing by ICE Officer-In-Charge (OIC) to represent ICE on matters pertaining to the operation of the facility.

DETAINEE: Any person confined under the auspices and the authority of any Federal agency. Many of those being detained may have substantial and varied criminal histories.

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

- Detainee, Personal Property
- Receipts, Visitors List, Photographs
- Fingerprints, Disciplinary Infractions
- Actions Taken, Grievance Reports, Medical
- Records, Work Assignments, Program Participation
- Miscellaneous Correspondence, etc.

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

ENVIRONMENTAL ANALYSIS AND EVALUATION (EAE): This document initiates the analysis and evaluation of environmental effects of proposed actions, and contemplates alternative proposals. This document is the basis for deciding whether or not an Environmental Assessment is required.

ENVIRONMENTAL ASSESSMENT (EA): Specific document summarizing the results of thorough analyses of environmental impacts caused by proposed actions. This document is the basis for deciding whether or not an Environmental Impact Statement is required.

ENVIRONMENTAL IMPACT STATEMENT (EIS): Comprehensive document provides full and fair discussion of significant environmental impacts caused by the proposed action(s). It also states the reasonable alternatives, which would avoid or minimize the adverse impact(s) or enhance the quality of the human environment.

EMERGENCY: Any significant disruption of normal facility procedure, policy or activity caused by riot, strike, escape, fire, medical exigency, natural disaster or other serious incident.

FACILITY: The physical plant and grounds in which The Contractor's services are

operated.

FACILITY ADMINISTRATOR: The official, regardless of local title (e.g., jail administrator, Facility Director, superintendent) who has the ultimate responsibility for managing and operating the contract detention facility. The qualifications for the holder of this office shall be consistent with ACA standards.

FINDING OF NO SIGNIFICANT IMPACT (FONSI): Formal statement indicating that no significant effect upon the quality of the human environment will occur because of the proposed action(s).

GRIEVANCE: A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.

IMMEDIATE RELATIVES: Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and sisters) and their spouses.

LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.

MEDICAL RECORDS: Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. The following information from these records shall be transferred to the detainee record: date and time of all medical examinations; and, copies of standing or direct medical orders from the physician to the facility staff.

MEDICAL SCREENING: A system of structured observation and/or initial health assessment to identify newly arrived detainees who could pose a health or safety threat to themselves or others.

ON CALL/REMOTE CUSTODY OFFICER POST: These posts shall be operated on demand by the COTR and shall include, is not limited to, escorting and custody of detainees for hearings, ICE interviews, and any other location requested by the COTR.

QUALIFIED HEALTH PROFESSIONAL: Physicians, dentists, and other professional and technical workers who by state law engage in activities that support, complement or supplement the functions of physicians and/or dentists who are licensed, registered, or certified, as appropriate to their qualifications, to practice.

RESPONSIBLE PHYSICIAN: A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the detainee population of the facility.

RESTRAINT EQUIPMENT: This includes but is not limited to: handcuffs, belly chains, leg irons, straight jackets, flexi cuffs, soft (leather) cuffs, and leg weights.

SAFETY EQUIPMENT: This includes but is not limited to fire fighting equipment, i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas marks, fans, first aid kits, stretchers and emergency alarms.

SALLYPORT: An enclosure situated either in the perimeter wall or fence to the facility or within the interior of the facility, containing gates or doors at both ends, only one of which opens at a time. This method of entry and exit ensures there shall be no breach in the perimeter or interior security of the facility.

SECURITY DEVICES: Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls and barriers used to confine and control detainees. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.

SECURITY PERIMETER: The outer portions of a facility, which actually provide for secure confinement of detainees.

STANDING MEDICAL ORDERS: Written orders, by a physician, to medical personnel for the definitive treatment of identified minor, self-limiting conditions and for on-site treatment of emergency conditions.

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

TRANSPORTATION COSTS: All materials, equipment and labor necessary to respond to requests by designated officials for secure movement of detainees from place to place necessary for processing, hearings, interviews, etc.

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

2 Introduction

This Performance Work Statement (PWS) sets forth the contract performance requirements for the management and operation of a Contractor-owned/Contractor-operated detention facility for federal detainees. The population will be comprised of individuals charged with federal offenses and detained while awaiting trial or sentencing, a hearing on their immigration status, or deportation.

The Contractor shall furnish all personnel, management, equipment, supplies and services necessary for performance of all aspects of the contract. Unless explicitly stated otherwise, the Contractor is responsible for all costs associated with and incurred as part of providing the services outlined in this contract.

An existing facility shall be provided to accommodate up to 400 detainees at a single site. In addition, the institution shall include a special housing unit (segregation) with a capacity of at least 10 percent of the facility rated capacity.

The facility shall be located within the geopolitical boundaries of Denver, Colorado. The facility shall be located within a fifteen (15) mile radius of Denver International Airport with appropriate proximity and access to emergency services (medical, fire protection, law enforcement, etc.).

The Contractor shall ensure that the facility operates in a manner consistent with the mission of the Department of Homeland Security, ICE Detention and Removal Operation (DRO). ICE Detention and Removal promotes safety and national security by ensuring the departure from the United States of all removable illegal residents through the fair and effective enforcement of the nation's immigration laws. While in custody, ICE must ensure that such individuals are housed in safe, secure, and humane environment and their statutory and constitutional rights are safeguarded.

Within 60 days following contract award, the Contractor shall notify the Contracting Officer (CO) the facility is ready to begin accepting detainees. This may occur earlier at the request of the Contractor, but only if the CO, upon verification of DRO, determines the Contractor is capable of accepting detainees.

It is essential that the Contractor be fully prepared to accept responsibility for performing the requirements of the contract, thus ensuring the safety and security of the community. Therefore ICE may perform numerous assessments to ensure contract compliance prior to issuance of the Notice to Proceed (NTP) (See Section F).

If the CO determines the Contractor is capable of accepting detainees, the NTP will be issued. The Contractor shall be prepared to accept detainees immediately upon issuance of the NTP.

Unless otherwise specified, all plans, policies and procedures, including those identified in the ACA standards, shall be developed by the Contractor and submitted in writing to the CO for review and concurrence prior to issuance of the NTP. Once concurrence has been granted, these plans, policies and procedures shall not be modified without the prior written acknowledgment of the CO. The Contractor does not have a right of refusal and shall take all referrals from ICE. The contractor is prohibited from constructing any additional beds space or facilities at the contract location without the prior written approval of the CO.

3 General

All services and programs shall comply with the PWS; the U.S. Constitution; all applicable federal, state and local laws and regulations; applicable Presidential Executive Orders (E.O.); all applicable case law; and Court Orders. Should a conflict exist between any of the aforementioned standards, the most stringent standard shall apply. When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the Contracting Officer (CO) shall determine the appropriate standard. The Contractor

shall comply with, DHS, ICE regulation, Congressional mandate, Federal law or E.O. Should the Government invoke such changes, the Contractor retains rights and remedies (i.e., equitable adjustment) under the terms and conditions of the contract.

The Government reserves its rights to conduct announced and unannounced inspections of any part of the facility at any time and by any method to assess contract compliance.

Unless otherwise specified by the CO, the Contractor is required to perform in accordance with the most current Functional Areas (as outlined in the Performance Requirement Summary), ICE Detention Standards, and American Correctional Association (ACA) Performance-Based Standards for Adult Local Detention Facilities (ALDF).

If applicable, the Contractor shall obtain ACA accreditation within 24 months of NTP and shall maintain continual compliance with applicable ACA standards and supplements during the performance of the contract, unless otherwise specified by the CO. Once full accreditation has been obtained, the Contractor shall maintain this accreditation throughout the life of the contract, inclusive of any option periods exercised.

Accomplishments of some ACA standards are augmented by DHS/ICE policy and/or procedure. In these instances, the PWS identifies and provides direction for the enhanced requirements. In cases where other standards conflict with DHS/ICE policy or standards, DHS/ICE policy and standards prevail. All policies referred to in this document can be referenced in the agency's on-line website.

This PWS contains numerous references, which direct the Contractor to notify, contact or provide the CO with information or data. Post-award, the CO may formally designate other Government individuals to assume those responsibilities.

The Contractor is responsible for a Quality Control Program (QCP), which ensures all requirements of this PWS are achieved. The specific requirements for the QCP are further detailed within this PWS.

All records related to contract performance should be retained in a retrievable format for three (3) years. Except as otherwise expressly provided in this PWS, the Contractor shall, upon completion or termination of the resulting contract, transmit to the Government any records related to performance of the contract.

The Contractor shall comply with all statutes, regulations and guidelines from the National Archives and Records Administration. Records and information management functions are required and mandated by the following regulations: 44 U.S.C., 21, 29, 31 and 33; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB Circular A-130. Criminal penalties for unlawfully destroying, damaging or removing federal records are addressed in 18 USC 2071, 793, 794 and 7989.

The Contractor shall protect, defend, indemnify, save and hold harmless the United States

Government and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgments and liability arising out of, or in connection with, any negligent acts or omissions of the Contractor, its agents, sub-contractors, employees, assignees or any one for whom the Contractor may be responsible. The Contractor shall also be liable for any and all costs, expenses and attorneys fees incurred as a result of any such claim, demand, cause of action, judgment or liability, including those costs, expenses and attorneys fees incurred by the United States Government and its employees or agents. The Contractor's liability shall not be limited by any provision or limits of insurance set forth in the resulting contract.

In awarding the contract, the Government does not assume any liability to third parties, nor will the Government reimburse the Contractor for its liabilities to third parties, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of the contract or any subcontract under this contract.

The Contractor shall be responsible for all litigation, including the cost of litigation, brought against it, its employees or agents for alleged acts or omissions. The CO shall be notified in writing of all litigation pertaining to this contract and provided copies of any pleadings filed or said litigation within five working days of the filing. The Contractor shall cooperate with Government legal staff regarding any requests pertaining to federal or Contractor litigation.

Policy and procedures shall be developed which ensure a positive relationship is maintained with all levels of the federal judiciary. The Contractor's procedures shall ensure a tracking system is established which mandates that all judicial inquiries and program recommendations are responded to in a timely and accurate manner. All judicial inquiries and Contractor responses, specifically related to a detainee, shall be made part of the detainee's file.

The Contractor shall notify the CO when a member of the United States Congress requests information or makes a request to visit the facility. The Contractor shall coordinate all public information related issues with the CO. All press statements and releases shall be cleared, in advance, with the CO. The Contractor shall promptly make public announcements stating the facts of unusual newsworthy incidents to local media. Examples of such events include, but are not limited to: deaths, escapes from custody, and facility emergencies.

The Contractor shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not necessarily reflect the position of the United States Government in any public presentations they make or articles they write that relate to any aspect of contract performance or the facility operations.

3.1 Contractor's 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 solicitation. Specifically, the Government reserves its rights under the Inspection of Services and Termination clauses. Any

reductions in the Contractor's invoice shall reflect the contract's reduced value resulting from the Contractor's failure to perform required services. The Contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

3.2 Inspection by Regulatory Agencies

Work described in the contract, is subject to inspection by other Government agencies. The Contractor shall participate in responding to all requests for information and inspection or review findings by regulatory agencies.

3.3 Performance Evaluation Meetings

The Contractor's representatives shall meet with the COTR(s) and the CO on a regular basis as determined necessary by the Government. These meetings will provide a management level review and assessment of Contractor performance, a discussion and resolution of problems, and, if applicable, a draft of the Contractor's proposed invoice. A mutual effort will be made to resolve all problems identified. The Contractor's representative shall sign written minutes of these meetings and the Government's representative. Within five calendar days of Receipt of the signed minutes, the Contractor shall respond, in writing, to the CO, concerning any areas of disagreement.

4 Quality Control and Assurance

4.1 Quality Control

The Contractor is responsible for management and quality control actions necessary to meet the quality standards set forth in the contract. In compliance with the Federal Acquisition Regulation (FAR) Clause 52.246-4, Inspection of Services-Fixed, the Contractor must provide a quality control plan (QCP) to the CO for concurrence not later than the post award conference (or as directed by the CO). The CO will notify the Contractor of concurrence or required modifications to the plan before the contract start date. The Contractor must make appropriate modifications and obtain concurrence of the plan by the CO before the contract start date. A NTP will be issued upon CO concurrence of the QCP.

The plan must include:

- A description of the inspection system to cover all services listed on the Performance Requirements Summary (PRS). The description must include specifics as to the areas to be inspected on a scheduled and unscheduled basis, frequency of inspections, and the title and organizational placement of the inspectors.
- A description of the methods to be used for identifying and preventing defects in the quality of service performed.

- A description of the records to be kept to document inspections and corrective or preventive actions taken.

The records of inspections must be kept and made available to the CO, when requested, through the contract performance period and for the period after contract completion until final settlement of any claims under this contract.

4.2 Quality Assurance (QA)

The Government quality assurance is comprised of the various functions, including inspection, performed by the Government to determine whether a Contractor has fulfilled its contract obligations pertaining to quality. The Government's QA program is not a substitute for quality control by the Contractor.

Each phase of the services rendered under this contract is subject to Government inspection both during the Contractor's operations and after completion of the tasks. When the Contractor is advised of any unsatisfactory condition(s), the Contractor shall submit a written report to the CO addressing corrective/preventive actions taken. The Contracting Officer's Technical Representative (COTR) may check the Contractor's performance and document any non-compliance, but only the CO may take formal action against the Contractor for unsatisfactory performance. There may be several COTRs designated for this contract. The COTRs will be designated subsequent to contract award and a delegation of COTR duties and authority will be furnished to the Contractor. The Government may reduce the Contractor's invoice or otherwise withhold payment for any individual item of nonconforming service observed as specified in Contractor's Failure to Perform Required Services. The Government may apply various inspection and extrapolation techniques to determine the quality of service and the total payment due.

5 Administration and Management

5.1 Manage Information System for Collecting, Retrieving, Storing, and Reporting Detention

All detainee files are to be prepared, maintained, retired, and disposed of in accordance with ICE policy. Policy and procedures shall be developed to ensure the confidentiality and security of all detainee files.

5.2 Manage Receiving and Discharge of Detainees

The Contractor shall comply with ICE policy on Admission and Release when entering detainee admission and release data.

ICE detainees shall be fingerprinted in accordance with ICE policy on Admissions Documentation. The intake process shall include, at a minimum, a medical and social screening prior to detainee release into the general population. A psychological screening shall be conducted and provided by USPHS within 24 hours of arrival at the facility.

The Contractor shall provide a detainee classification system that ensures detainees are classified appropriately using objective criteria, and kept physically separate from detainees in other categories. Detainees will be classified upon arrival, before being admitted to the general population.

5.3 Manage and Account for Detainee Assets (funds, property)

The Contractor shall have a written standard procedure for inventory and receipt of detainee funds and valuables that adheres to the requirements of ICE policy. Written procedures shall be established for returning funds, valuables, and personal property to a detainee being transferred or released that adheres to the requirements of ICE policy. The Contractor shall ensure that all detainees who are scheduled for either transfer or release are given all funds (in cash) immediately prior to leaving the facility. Confiscated foreign currency funds are to be returned to the detainee.

6 Security/Control/Detainee Accountability

6.1 Reserved

6.2 Securely Operate the Facility

Policy and procedures for the maintenance and security of keys and locking mechanisms shall be developed. The procedures shall include, but are not limited to: method of inspection to expose compromised locks or locking mechanisms; method of replacement for all damaged keys and/or locks; a preventive maintenance schedule for servicing locks and locking mechanisms and method of logging all work performed on locks and locking mechanisms; policy for restricting security keys from 24 hour issue or removal from the institution; and method of issuing emergency keys.

Staff responsible for lock maintenance shall receive training and be certified from a Government approved training program specializing in the operation of locks and locking mechanisms.

The Contractor shall provide constant armed perimeter surveillance of the facility. Surveillance may be provided via a minimum of two motorized security patrols or a system of towers.

Policy and procedures shall require that security risk and those classified controlled tools and equipment most likely to be used in as escape or as a weapon is issued to detainees only under direct staff supervision.

A contraband control program shall be established in accordance with ICE policy and the ACA standards on the control of contraband.

6.3 Establish and Maintain a Program for the Prevention of Sexual Abuse/Assault

The contractor 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.

6.4 Enforce the Detainee Disciplinary Policy

The Contractor shall comply with ICE Disciplinary policy. Facility authorities will take disciplinary action against any detainee that is not in compliance with the rules and procedures of the facility.

6.5 Maintain Detainee Accountability

A total of four counts will be conducted every 24 hours with at least one per shift. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, control center and shift supervisor's office and shall be maintained for a minimum of 30 days. Count records must be available for review and secure from the detainee population.

6.6 Collect and Disseminate Intelligence Information

Policy and procedures for collecting, analyzing and disseminating intelligence information regarding issues affecting safety, security and the orderly running of the facility shall be developed. This information should include, but not be limited to: gang affiliations; domestic terrorist groups; tracking of detainees having advanced skills in areas of concern (locksmiths, gunsmiths, explosives, and computers, etc.) narcotics trafficking; mail and correspondences; detainee financial information; detainee telephone calls; visiting room activity; and actions of high profile detainees. The Contractor shall share all intelligence information with the Government.

6.7 Provide Security Inspection System

The Contractor will develop and maintain a security inspection system with the aim of controlling the introduction of contraband into the facility, ensure facility safety, security and good order, prevent escapes, maintain sanitary standards, and eliminate fire and safety hazards. The Contractor's inspections program will meet the requirements of the ICE policy for Security Inspections.

The Contractor shall report all criminal activity related to the performance of this contract to the appropriate law enforcement investigative agency.

The Government may investigate any incident pertaining to performance of this contract. The Contractor shall cooperate with the Government on all such investigations. The Contractor shall immediately report all serious incidents or criminal activity to the COTR. 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 uses of force; assaults on staff/detainees resulting in injuries that require medical attention (does not include routine medical evaluation after the incident); fires; full or partial lock-down of the facility; escape; weapons discharge; suicide attempts; deaths; hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather; fence damage; power outages; bomb threats; significant environmental problems that impact the facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults.

6.8 Maintain Institutional Emergency Readiness

The Contractor shall submit an institutional emergency plan that will be operational prior to issuance of the NTP. The plan shall receive the concurrence of the CO prior to implementation and shall not be modified without the further written concurrence of the CO.

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

Likewise, the Contractor 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 directly on this contract. 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 Contractor, 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 Contractor shall reimburse the Government for any and all expenses incurred in providing such assistance.

The CO shall be notified immediately in the event of an escape. Attempts to apprehend the escapee(s) shall be in accordance with the Emergency Plan, which should comply with ICE policy regarding Emergency Plans.

The Contractor shall submit to the CO 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 CO, prior to issuance of the NTP, shall give concurrence to/concurred with the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the CO.

The Contractor 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 Contractor shall at all times be consistent with all applicable policies of ICE policy on Use of Force.

6.9 Manage Computer Equipment and Services in Accordance with all Operational Security Requirements

The Contractor must comply with all federal security and privacy laws and regulations established to protect federal systems and data. The Contractor will inform all personnel of the confidential nature of detainee information.

The Contractor will restrict access of data information pertaining to detainees to authorized employees with the appropriate clearance who require this information in the course of their official duties.

In accordance with the Freedom of Information/Privacy Act (FOIA/PA), the Contractor may not disclose information obtained pertaining to detainees to a third party without written permission from the COTR. The Contractor is required to develop a procedural system to identify and record unauthorized access, or attempts to access detainee information. The Contractor will notify the ICE point of contact within four (4) hours of a security incident.

7 Workforce Integrity

7.1 Manage Facility Staff

The Contractor shall develop written standards of conduct. These standards shall be maintained as part of the Contractor's Personnel Policy Manual. Employees, sub-contractors and volunteers are expected to adhere to standards of employee conduct and integrity while on and off duty. The Contractor shall follow procedures on the reporting and investigating standards of conduct violations.

7.2 Manage and Administer Staff Resources

Written policy, procedure and practice shall provide that all staff, to include volunteers, receive standard of conduct training prior to EOD and on an annual basis as part of the institution's in-service training plan.

Pre-service and in-service training shall be augmented with specialized training for appropriate staff (e.g., case managers, counselors, psychology services staff, chaplainry staff, correctional officers, investigator officials, health/mental health care providers, etc.).

The Contractor shall provide disturbance control training to appropriate staff. Certified disturbance control instructors shall be used to conduct emergency training at the facility. Certification must be from a Government-approved federal, state, or county training academy or program. The use and carrying of weapons for training shall meet all federal, state, and local laws and regulations.

7.3 Manage Personnel Requirements

It is essential all Contractor personnel (employed, unpaid or subcontracted) meet the highest standards of professionalism and personal integrity.

The Contractor shall develop written standards of conduct, to include those standards outlined in **Attachment 1**. These standards shall be maintained as a part of the Contractor's Personnel Policy Manual. Employees, sub-contractors and volunteers are expected to adhere to standards of employee conduct and integrity while on and off duty. The Contractor shall follow procedures in **Attachment 1** in the reporting and investigating standards of conduct violation(s). Prior to employees entering on duty (EOD) at the facility, the Contractor shall ensure the following steps are completed for each applicant as noted below:

1. A pre-employment interview
2. Law enforcement agency checks covering the past five years
3. Employment vouchering for the last five years
4. Employment Eligibility Verification (ICE Form I-9)
5. Credit check (Described in the Fair Credit Reporting Act)
6. FBI Name and Fingerprint forms completed
7. National Crime Information Centre (NCIC) check
8. National Law Enforcement Telecommunication System (NLETS) check
9. Conditional Offer of Employment
10. Urinalysis
11. Questionnaire for Public Trust Positions, SF-85P or approved equivalent, all applicants receiving conditional offer. (**Free Electronic Version of SF-85P and 85P-S available at <http://fillform.gsa.gov>**)
12. Supplemental Questionnaire for Selected Positions (OPM Form 85P-S or approved equivalent)
13. Notify CO of scheduled EOD and Limited Background Investigation (LBI) initiation

Contractor responsibilities subsequent to EOD:

14. Notification to CO of actual EOD within 24 hours
15. Receipt and review of LBI report
16. Notification to CO of decision regarding employment

The Contractor shall utilize the Pre-employment Interview Questionnaire and Guidelines of Acceptability (Guidelines) for job applicants as noted in Step 1 above (available to the Contractor after award). There may be occasions where a job applicant's past behavior is defined as unacceptable by the Guidelines, but the Contractor still desires to select the applicant. In this case, the Contractor shall request the Guidelines be waived. This waiver request shall be submitted to the CO in writing and include: 1) the details and circumstances surrounding the applicant's behavior which is outside the Guidelines; 2) the reason(s) why

the applicant should receive further consideration; and, 3) the availability of other suitable applicants.

The Contractor shall fingerprint all applicants using ICE supplied forms. Completed fingerprint forms and the SF 85P and SF 85P-S with original signatures and dates must be submitted to the CO for each applicant offered conditional employment. ICE will initiate the National Agency Check, which includes the FBI name and fingerprint check. ICE will ordinarily advise the Facility Director or designee of the results of name and fingerprint checks within 90 working days of submission to the FBI. The Contractor shall complete Steps 1 - 6 on each prospective employee prior to submitting information required by Steps 7 and 8 to the CO for completion.

The Facility Director or designee of the facility shall be the Contractor's liaison for the processing of data required for ICE to conduct NCIC/NLETS, name and fingerprint checks. The information listed below shall be provided for each on-site applicant, to include sub-contractor personnel and volunteers: full name (with aliases, maiden name if applicable, or other names used); date of birth; gender; place of birth; social security number and race. Included with this information, the Facility Director or designee shall certify Steps 1 - 6 above have been accomplished with satisfactory results for each applicant.

ICE may require additional information to process NCIC/NLETS and name checks. Therefore, the Contractor's employment application document shall contain information regarding: applicant height, weight; eye and hair color, markings, scars, tattoos, citizenship, driver's license number and State of issue, and current address.

The Contractor shall keep ICE apprised of the volume of applicants. ICE will ordinarily advise the Facility Director or designee of the results of applicant NCIC/NLETS checks within seven working days following receipt of accurate NCIC/NLETS data from the Contractor.

Based upon the Facility Director's certification and the results of the NCIC/NLETS, ICE will grant conditional approval for the applicant to work under the terms of this contract. Upon receipt of this approval, the Contractor may grant the applicant a conditional offer of employment. The Contractor shall provide the CO with advance written notification of all employees' scheduled EOD and shall notify the CO in the event of any subsequent changes.

All applicants who are offered conditional employment by the Contractor shall be subject to urinalysis testing. If the test is positive, the applicant is prohibited from working with Federal detainees. All applicants who have been offered conditional employment by the Contractor must complete the SF 85P Questionnaire for Public Trust Positions or approved equivalent. Additionally, those employees who will be authorized to carry weapons in the course of their employment under this contract must complete the SF 85P-S Supplemental Questionnaire for Selected Positions or approved equivalent. The information contained on the Contractor-developed form will become part of the background investigation for these selected positions.

The Contractor shall ensure a LBI check, as prescribed in the Scope and Coverage of a Limited Background Investigation **Attachment 2** is requested and all appropriate information received, by the Contractor-designated entity responsible for completing the LBI, prior to an employee's EOD.

Within one year of each on-site employee's EOD, the Contractor shall obtain, review, identify and resolve derogatory information contained on the LBI results using the Adjudication Standards for Resolving Limited Background Investigations and Periodic Reinvestigations, outlined in **Attachment 2**, of the contract. The Contractor shall make a determination regarding the employee's suitability for employment under this contract. Investigations with little or no derogatory information will be reviewed and forwarded to the CO within 90 days of the investigation completion date. Investigations requiring resolution of derogatory information will be forwarded within 180 days of the investigation completion date. Extended adjudication time frames may be requested from the CO on a case-by-case basis.

The Contractor's determination regarding the retention of an employee shall be in writing and forwarded by the Facility Director to the CO with copies of the information obtained in Steps 1 - 5, 12 and 15. There may be occasions where derogatory information contained in the employee's LBI is defined as unacceptable by the Adjudication Standards, but the Contractor still desires to retain the employee. In these cases, the Contractor shall submit a written request for waiver of the Acceptability Standards to the CO, which includes the details and circumstances surrounding the employee's behavior, and the reason(s) why the employee should be retained.

ICE will be the final approval authority for all Contractor staff that work with Federal detainees under the terms of this contract. No individual who is under supervision or jurisdiction of any parole, probation or correctional authority shall be employed. Persons with previous misdemeanor criminal convictions or a felony conviction, who are not under supervision, may be considered for employment; however, ICE shall approve all such cases. ICE shall give consideration to such factors as criminal history; time elapsed since conviction(s) and subsequent adjustment in the community.

The Contractor shall ensure all employees are reinvestigated periodically, as prescribed in the Scope and Coverage of a Periodic Reinvestigation in Attachment 3, of the contract. Employees will be required to complete required investigative forms and fingerprint cards for submission to ICE. ICE will initiate the National Agency Check, which includes the name and fingerprint checks. Upon receipt, review, and resolution of any derogatory information contained in the reinvestigation report, the Facility Director shall forward to the CO a written determination regarding the employee's continued employment under this contract. A copy of the reinvestigation report shall be attached to the Facility Director's written request.

7.4 Employment Agreements

In the absence of a collective bargaining agreement, the Contractor shall enter into a written employment agreement with each employee assigned to work at the facility. This

agreement shall provide that, in recognition of the public safety requirements for uninterrupted services at the facility and in return for adequate consideration, including an employee grievance procedure, the employee agrees not to strike or otherwise interrupt normal operations at the facility without giving 10 days advance written notice. The Contractor shall ensure that a contingency plan covering work actions or strikes is included as a part of its Personnel Policy Manual.

In the event the Contractor negotiates collective bargaining agreements applicable to the work force under the contract, the Contractor shall use its best efforts to ensure such agreements contain provisions designed to assure continuity of services. All such agreements entered into during the contract period of performance should provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout, or other interruption of normal operations.

For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring continuity of operations. As part of such agreements, management and labor should agree to cooperate fully with the Federal Mediation and Conciliation Service. The Contractor shall include the substance of this clause (paragraph, provision, etc.) in any subcontracts for protective services.

7.5 Personnel Files

All personnel files shall be available to the CO upon request. Personnel files, including background checks, shall be maintained for the duration of the contract. The Contractor shall maintain verification of training and experience, which shall include credentials for all professional staff. All credentials shall be kept current and maintained for the duration of the individual's performance under the contract. Personnel requirements of the Contractor shall convey to all on-site sub-contractor personnel and volunteers.

7.6 Key Personnel

The Facility Director is designated as a Key Personnel under this contract. The resume of the proposed Facility Director shall be submitted as a part of the offeror's proposal and will be evaluated.

The minimum qualifications of the Facility Director are a college degree and significant knowledge of and experience in executing program objectives, policies, procedures and requirements for managing a secure detention facility, at the level of upper-management.

A change in the person holding the Facility Director position requires a thirty calendar-day notice to the government and the government's approval of the replacement.

7.7 Essential Personnel

The following are essential personnel with respective minimum qualification requirements considered as critical for performance of the contract. The contractor may

use other titles. Contractors who propose not to provide these positions must explain how required services will be provided. Within fifteen days of contract award, the contractor shall submit a written request to the CO for conditional employment approval of the Project Coordinator and Assistant Facility Directors(s). The fifteen-day period for the Assistant Facility Directors positions may be extended, if requested in writing by the Contractor and approved by the CO.

- Project Coordinator - Knowledge and experience within the last five years in planning and executing similar contract requirements as contained within this PWS.
- Assistant Facility Directors - Knowledge of program objectives, policies, procedures and requirements for managing a detention facility, at the level of mid-management.

The essential personnel listed below are commonly referred to as department heads with the following qualification requirements considered critical for the performance of this contract: knowledge of program objectives, policies, procedures and requirements specific to their department. A minimum of five years experience specific to their department is required.

- Chief, Security Services
- Computer Services Manager
- Shift Supervisors
- Food Service Administrator
- Records Office Manager
- Quality Control Specialist
- Safety/Environmental Specialist

7.8 Staffing Plan

The number, type and distribution of staff as described in the staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type and/or distribution of staff described in the staffing plan must be submitted to the CO, through the COTR, for approval prior to implementation. Staffing levels shall not fall below a monthly average of 95% of the ICE-approved staffing plan. However, notwithstanding the requirement of maintaining monthly minimum staffing levels of 95%, each month, the contractor shall submit to the COTR the current average monthly vacancy rate, and indicate any individual positions that have been vacant more than 120 days. Failure to fill any individual position within 120 days of the vacancy may result in a deduction from the monthly invoice. ICE may calculate the deduction retroactive to day one of the vacancy, excluding the days for ICE's conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted.

8 Health Services

8.1 Public Health Service staff designated by ICE will provide all health services

Health Authority - A USPHS designated official responsible for health care services at the facility.

Health Care - The sum of all action taken, preventive and therapeutic, to provide for the physical and mental medical well being of the detainee population.

NCCHC- National Commission on Correctional Health Care

USPHS- United States Public Health Services, Division of Immigration Health Services, Immigration and Customs Enforcement.

American Corrections Association (ACA) Accreditation: USPHS shall be responsible for compliance with all ACA direct health care delivery standards and shall cooperate with the contractor in the accreditation process.

Preliminary Medical Assistance and Health Care Training: The contractor shall coordinate with USPHS to ensure that all employees have current certification in emergency first aid care and that all employees receive pre-service and annual training in the following areas:

- a. The ability to respond to health related situations within four minutes;
- b. Recognition of signs and symptoms, and knowledge of action required in potential emergency situations
- c. Administration of first aid and cardiopulmonary resuscitation (CPR);
- d. Methods of obtaining assistance;
 - . Recognition of signs and symptoms of mental illness; retardation, emotional disturbance and chemical dependency and;
- f. Procedures for patient transfers to appropriate medical facilities or health care providers;
- g. Administration of medication by non-medical personnel and;
- h. Use of universal precautions.

The contractor shall comply with the following requirements:

- A. The USPHS will be responsible for providing all health care services. The contractor shall provide all necessary support to facilitate the delivery of health care services by USPHS. The contractor shall maintain open communication with USPHS to include regularly scheduled (no less than quarterly) meetings between the facility Chief Executive Officer and the Health Authority, participation by the Health Authority, or designees, in all general department head/supervisory meeting, and coordination and cooperation between USPHS and other departments within the facility. USPHS shall perform in accordance with the standards of, and maintain accreditation by, NCCHC. The contractor shall be responsible for compliance with all NCCHC conditions of confinement standards and shall cooperate with USPHS in the accreditation process.
- B. The contractor shall provide space to operate the health unit including respiratory

isolation, mental health unit, and inpatient infirmary area. The contractor shall be responsible for maintenance and sanitation of the health unit physical plant and the provision of support services including, but not limited to, utilities, communication capabilities (computer and telephone lines/services), climate control, and lighting. The contractor shall facilitate the installation of teleradiology equipment including the necessary data and telephone lines, by a vendor identified by USPHS. The cost for teleradiology installation will be the responsibility of USPHS. Current configuration of the facility is satisfactory to meet this requirement.

- C. The contractor shall provide direct security supervision of detainees in the health unit no less than 24 hours per day, 7 days per week. The contractor shall provide the necessary staff to maintain security and control of the health unit. The contractor shall provide additional security assistance and emergency response as requested by USPHS. The contractor shall coordinate and escort detainees to the health unit for sick call, appointments, in accordance with sound health care practice and in a manner which optimizes the safe, secure and efficient delivery of health care services and the operation of the health unit. The health unit shall be considered a secure area. The contractor shall limit access to the health unit to USPHS authorized staff, contractor staff on official business, and assigned detainees.
- D. The contractor shall develop and implement a comprehensive plan and procedures to safeguard employees against exposure to blood borne pathogens as prescribed by OSHA. Contractor employees working in the area with detainees with communicable diseases must comply at all times with the requirements of 29 CFR 1910.134. The Contractor shall furnish all necessary equipment and employee testing to comply with these requirements.
- E. In coordination with USPHS, the contractor shall develop and implement written policy and procedures that define emergency health care evacuation of detainee(s) from within the facility.
- F. As directed by the COTR, the contractor shall provide transportation, supervision, and security services for detainees assigned to outside health care treatment and 24-hour per day security coverage for detainees assigned to off-premise hospitalization.
- G. Circumstances requiring the use of force and suicide observation within the scope of health care delivery shall be the responsibility of the contractor. The contractor shall assist USPHS in examination of detainees who have been subjected to a use of force. The contractor shall work with USPHS in a team approach to manage detainee behavioral conduct issues. The USPHS will evaluate instances of detainee misconduct to determine if individual detainees behavioral problems are

due to mental illness or other reasons. The USPHS shall be the sole approval authority for housing assignments to the health unit.

- H. USPHS will provide, control, and administer prescribed and over-the-counter medication to the facility population.
- I. The contractor shall support and facilitate the USPHS in completion of health screening within 24 hours of a detainees arrival at the facility. The contractor shall provide advanced notice of detainee arrival whenever possible. At no time shall the contractor allow detainees who have not received health screenings to be placed in the general population.
- J. During intake processing the USPHS shall provide detainees with written instructions for gaining access to health care services. The USPHS shall ensure written (oral if detainees is identified as being unable to read) instructions are provided to all detainees in the detainee's native language. The detainee shall similarly be provided with instructions and assistance in personal hygiene, dental hygiene, grooming and health care.
- K. The Contractor shall immediately notify the COTR and USPHS if a detainee is suspected of having communicable or debilitation health problems, which may require medical attention.
- L. The contractor shall provide detainees with the opportunity to submit written health care request requests and/or complaints to USPHS in a confidential manner and ensure such health care communication is delivered to the health unit for appropriate follow-up.
- M. The contractor shall ensure that detainees are provided access to sick call on a daily basis or as determined necessary by USPHS. If a detainee's custody status precludes attendance at sick call in the main health unit, the contractor will provide for sick call services where the detainee is located.
- N. The contractor shall be responsible for the placement of first aid kits in facility locations identified by USPHS. USPHS shall be responsible for supply maintenance of all required fist aid kits.
- O. The contractor shall develop a comprehensive evacuation plan for the facility, which will include arrangements for the evacuation of disabled detainees and separate transportation of detainees who are in respiratory isolation.
- P. The contractor shall provide written and verbal notice to USPHS of intra-facility detainee transfers and will inform USPHS of removal of detainees from the facility. The contractor will facilitate USPHS in assuring that medications are provided to detainees at the time of removal from the facility.

8.2 Manage a detainee death in accordance with ICE policy established regarding terminal illness, advance Directives, and Death.

In the event of a detainee death, the Contractor shall immediately notify the CO and submit a written report within 24 hours. The Contractor shall fingerprint the deceased. Staff members performing the fingerprinting shall date and sign the fingerprint card to ensure that a positive identification has been made and file the card in the detainee's file. Personal property of the deceased shall be inventoried and forwarded to the designated family member, the nearest of kin or the Consular Officer of the detainee's country of legal residence.

If death is due to violence, accident surrounded by unusual or questionable circumstances, or is sudden and the deceased has not been under immediate medical supervision, the Contractor shall notify the coroner of the local jurisdiction to request a review of the case, and if necessary, examination of the body.

The Contractor shall establish coroner notification procedures outlining such issues as performance of an autopsy, which will perform the autopsy, obtaining state-approved death certificates, and local transportation of the body. The Contractor shall ensure the body is turned over to the designated family member, the nearest of kin or the Consular Officer of the detainee's country of legal residence.

9 Food Service

9.1 Manage food service program in a safe and sanitary environment

The Contractor shall provide detainees with nutritious, adequately varied meals, prepared in a sanitary manner while identifying, developing and managing resources to meet the operational needs of the food service program.

The Contractor shall identify, develop, and manage food service program policy, procedures, and practices in accordance with the ICE policy on Food Service.

10 Detainee Services and Programs

10.1 Manage Detainee Mail and Correspondence Service

The Contractor shall ensure that detainees send and receive correspondence in a timely manner, subject to the limitations required for the safety, security, and orderly operation of the facility. The mail service will meet all requirements of the ICE policy on Correspondence and Other Mail.

10.2 Manage Multi-Denominational Religious Services Program

The Contractor shall ensure detainees of different religious beliefs will be provided reasonable and equitable opportunity to practice their respective faiths. The religious services program will comply with all elements of the ICE standard on Religious Practices.

10.3 Provide for a Detainee Recreation Program

The Contractor shall develop adequate and meaningful recreation programs for detainees at the facility. The Contractor shall ensure that sufficient correctional staff members are assigned to supervise all recreation activities.

10.4 Manage and Maintain a Commissary

A commissary shall be operated by the Contractor as a privilege to detainees who will have the opportunity to purchase from the commissary at least once per week. These items will not include those items prohibited by ICE policy. The commissary inventory shall be provided to the CO upon request. The Contractor may assess sales tax to the price of items, if state sales tax is applicable.

Revenues are to be maintained in a separate account and not commingled with any other funds. If funds are placed in an interest bearing account, the interest earned must be credited to the detainee. Any expenditure of funds from the account shall only be made with the approval of the Contracting Officer. Any revenues earned in excess of those needed for commissary operations shall be used solely to benefit detainees at the facility. Profits may also be used to offset commissary staff salaries. The Contractor shall provide independent auditor certification of the funds to the COTR every 90 days.

At the end of the contract period, or as directed by the Contracting Officer, a check for any balance remaining in this account shall be made payable to the *Treasury General Trust Fund* and given/transmitted to the Contracting Officer.

Detainees are permitted to receive funds from outside sources (i.e., from family, friends, bank accounts). Outside funds or those generated from work may be used to pay for products and services from the commissary.

10.5 Manage and Maintain a Detainee Telephone System

Provide detainees with reasonable and equitable access to telephones as specified in ICE policy on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.

If authorized to do so under applicable law, the Contractor shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Contractor shall provide notice to detainees of the potential for monitoring. However, the Contractor shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.

Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state and local telephone regulations.

10.6 Manage a Detainee Work Program

Detainee labor shall be used in accordance with the detainee work plan developed by the Contractor. The detainee work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service or other jobs. The detainee work program shall not conflict with any other requirements of the contract and must comply with all applicable laws and regulations. (**Attachment 3 - ICE Voluntary Work Program Form**)

Detainees shall not be used to perform the responsibilities or duties of an *Employee* of the Contractor. Appropriate safety/protective clothing and equipment shall be provided to detainee workers as appropriate. Detainees shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances and unusual physical demands.

10.7 Provide for the Special Needs of the Female Detainee Population

The Government will be responsible for addressing female health care issues and for providing programs and services relative to the female gender.

10.8 Law Library

The Contractor shall provide secure space within the secure perimeter, either a dedicated room or a multipurpose room for books and materials to provide a reading area "Law Library" - in accordance with the ICE Legal Materials Access Standard.

11 Physical Plant

The facility operation and maintenance shall ensure that detainees are housed in a safe, secure and humane manner. All equipment, supplies and services shall be Contractor furnished except as otherwise noted.

The facility, whether new construction or an existing physical plant, shall be designed, constructed, operated and maintained in accordance with all applicable federal, state and local laws, regulations, codes, guidelines and policies. In the event of a conflict between federal, state, or local codes, regulations or requirements, the most stringent shall apply. In the event there is more than one reference to a safety, health or environmental requirement in an applicable law, standard, code, regulation or Government policy, the most stringent requirement shall apply.

The institution shall provide housing configurations commensurate with the security needs of the population.

The Contractor shall provide and maintain an electronic security alarm system, which will identify any unauthorized access to the institution's secure perimeter.

The facility, whether new construction or existing physical plant, shall comply with 40

U.S.C. 619, which stipulates compliance with nationally recognized codes and comply with the latest edition in effect on the date of proposal submission of one of the following codes:

- (1) The Uniform Building Code (UBC), with the State of facility location's Amendments
- (2) The Building Officials and Code Administrators (BOCA) National Building Code (NBC)
- (3) The Standard Building Code (SBC)

In the event the jurisdiction in which the facility is located does not mandate use of UBC, BOCA NBC or SBC, then the facility shall comply with the BOCA NBC.

Whether new construction or existing physical plant, fire protection and life safety issues shall be governed by the latest edition of the National Fire Protection Association (NFPA) 101, Code for Safety to Life from Fire in Buildings and Structures and applicable National Fire Codes (NFC). Should conflicts occur between NBC and NFC, NFC shall apply.

E.O. 12699 - Whether new construction or existing physical plant, the facility shall comply with the Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction. The seismic safety requirements as set forth in either the 1991 International Conference of Building Officials, the UBC, the 1992 BOCA, NBC (or the 1992 Amendments to the Southern Building Code Congress) or SBC are the minimum standards. Should the code applicable for the state in which the facility is located be more stringent than the other codes set forth herein, the state code shall prevail.

The facility, whether new construction or existing physical plant, shall comply with the requirements of the Architectural Barriers Act of 1968 as amended and the Rehabilitation Act of 1973 as amended. The standards for facility accessibility by physically handicapped persons as set forth in "Uniform Federal Accessibility Standards/Fed Std. 795 4/01/88 Edition" (UFAS) shall apply. All areas of the buildings and site shall meet these requirements.

Activities, which are implemented, in whole or in part, with federal funds, must comply with applicable legislation and regulations established to protect the human or physical environment and to ensure public opportunity for review. The Contractor shall remain in compliance with federal statutes during performance of the contract including, but not limited to: the following Acts: Clean Air, Clean Water, Endangered Species, Resources Conservation and Recovery; and other applicable laws, regulations and requirements. The Contractor shall also comply with all applicable limitations and mitigation identified in any Environmental Assessment or Environmental Impact Statement prepared in conjunction with the contract pursuant to the National Environmental Policy Act, 42U.S.C. 4321.

The Contractor shall be responsible for and shall indemnify and hold the Government harmless for any and all spills, releases, emission, disposal and discharges of any toxic or

hazardous substance, any pollutant, or any waste, whether sudden or gradual, caused by or arising under the performance of the contract or any substance, material, equipment, or facility utilized. For the purposes of any environmental statute or regulation, the Contractor shall be considered the "owner and operator" for any facility utilized in the performance of the contract, and shall indemnify and hold the Government harmless for the failure to adhere to any applicable law or regulation established to protect the human or physical environment. The Contractor shall be responsible in the same manner as above regardless of whether activities leading to or causing a spill, release, emission or discharge are performed by the Contractor, its agent or designee, a detainee, visitors, or any third party.

If a spill(s) or release(s) of any substance into the environment occur, the Contractor immediately reports the incident to the CO. The liability for the spill or release of such substances rests solely with the Contractor and its agent.

A safety program shall be maintained in compliance with all applicable Federal, state and local laws, statutes, regulations and codes. The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all codes and regulations associated with 29 CFR 1910 and 1926.

Fire Alarm Systems and Equipment - All fire detection, communication, alarm, annunciation, suppression and related equipment shall be operated, inspected, maintained and tested in accordance with the most current edition of the applicable NEC and Life Safety Codes.

The Contractor shall provide outside lighting sufficient to illuminate the entire institution and secure perimeter with at least 1.5 candlepower per square foot in all areas.

For new construction or existing physical plant, final and completed, the Contractor prior to issuance of the NTP shall submit design/construction documents to the CO. For all new construction, the construction schedule shall be updated to reflect current progress and submitted to the CO on a monthly basis. Government staff will make periodic visits during construction to verify Contractor progress and compliance with contract requirements. As-built drawings and current drawings of the buildings and site utilities shall be maintained in a secure location during construction and contract performance. These updates shall be provided to the CO within 30 days of any changes made. Site utilities include, but are not limited to: water and sewer lines; gas lines; tunnels; steam lines; chilled water lines; recording layouts; elevations; modifications; additions; etc. Two copies of the as-built drawings shall be provided to the CO in AUTOCAD release 14.0 on a CD-ROM no later than 90 days after issuance of the NTP.

Promptly after the occurrence of any physical damage to the institution (including disturbances), the Contractor shall report such damage to the CO. It shall be the responsibility of the Contractor to repair such damage, to rebuild or restore the institution.

A number of Government staff will be on-site to monitor contract performance and manage other Government interests associated with operation of the facility. Government staff will have full access to all areas of the facility. A number of ICE staff will be operating on site to conduct IHP operations. Contractor access to Government required space must be pre-approved by the COTR. In cases of emergency the contractor shall notify the COTR promptly.

The Contractor shall provide operational space for ICE and Executive Office for Immigration Review (EOIR) operations. EOIR will require approximately 4,500 square feet; and ICE approximately 3,000 square feet. **Attachment 5** outlines specific EOIR requirements.

All office and multiple use space shall be complete with appropriate electrical, communication, and phone connections.

Government space shall be climate controlled and located consistent with the administrative office space for the Contractor's staff. Government-occupied space shall be separate from, but accessible to, detainee housing units and the centralized visiting area. Government-occupied space shall also be secure and inaccessible to staff, except when specific permission is granted by on-site ICE or USMS staff. The Contractor shall be responsible for all maintenance, security and costs associated with space designated for Government staff.

The Contractor shall provide no less than 40 parking spaces for Government use.

Remote Custody and Secure Transportation Services. Provide transportation services as prescribed in Section J, **Attachment 6**.

Performance Requirements Summary

1 General

In accordance with (IAW) the Federal Acquisition Regulations (FAR), subpart 37.601 Performance-based contracting methods are to ensure that required performance quality levels are achieved and that total payment is related to the degree that services performed meet contract standards. Further, the contract specifies procedures for adjustment to the price of a fixed-price contract when services are not performed or do not meet contract requirements. In addition, Performance-based contracts shall use measurable performance standards and the Government Quality Assurance Surveillance Plan (QASP).

IAW FAR subpart 37.602-2, Agencies shall develop quality assurance surveillance plan when acquiring services. These plans shall recognize the responsibility of the contractor to carry out its quality control obligations and shall contain measurable inspection and acceptance criteria corresponding to the performance standards contained in the Performance Work Statement. The QASP focuses on the level of performance required by the Performance Work Statement, rather than the methodology used by the contractor to achieve that level of performance.

2 Authority for Inspection and Acceptance

IAW with the clause located at 52.246-4, Inspection of Services - Fixed Price, the Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract.

The QASP is not part of the contract nor is it intended to relieve the contractor's quality control responsibilities. To ensure that services performed conform to contract requirements, the Government may use one or more inspection review systems.

The contract requirements are divided into various disciplines, each of which has a number of functional areas. Successful performance of a functional area is essential for successful performance of the related discipline. Each discipline comprises a specific percentage of the overall contract requirement. Adjustments in contract price will be based on these percentages applied to the overall monthly invoice.

The Government reserves the right to develop and implement new inspection techniques and instructions at any time during contract performance without notice to the contractor.

3 Methods of Surveillance

The following methods of surveillance shall be used in the administration of the QCP:

Systematic

Systematic reviews will be scheduled reviews focusing on the functional areas. The review team may consist of contracted subject matter expert review teams (SME's) of Immigration and Customs Enforcement (ICE) personnel.

Ad-Hoc

Reviews will be conducted as a result of special interest arising from routine monitoring of the contractor's quality control system and unusual occurrences pertaining to the contract or other Government concerns. The Reviewer's Guide

The contractor shall be paid on a monthly basis, as such services provided for each billing cycle must be determined based on performance to be Acceptable: Level of performance in the aggregate meets the performance standard; deficiencies are minor and no outstanding elements of performance are present within the review guideline; unacceptable: Level of performance in the aggregate fails to meet the performance guideline: deficiencies are pervasive. The aforementioned ratings will be applied in relation to the applicable payment schedule and delivery of services.

5 Review Process

A facility review will consist of five phases: pre-review preparation, on-site review, report production, review of conclusions, and follow-up review. If the facility has programs that receive "Deficient" or "At-Risk" performance ratings, the facility will undergo a follow-up review phase. A review for the facility will not be considered final until the follow-up review phase has been completed. If all of the facility's reviewed programs are judged to be "Acceptable" or better, the facility review will be closed after the facility has completed any specified corrective actions and action plans. More details on activities that will occur during each of the review phases are provided in the following sections.

5.1 Discovery of Deficiencies

The review team will investigate and report on any significant and relevant problems or areas needing improvement. Review team members will also examine the status and results of corrective actions implemented by the facility after recent reviews to determine whether the deficiencies have been remedied. Although the review team will consider concerns identified by detainees during interviews, the government will maintain a separate formal process for evaluating and acting upon formally lodged detainee complaints.

A deficiency is defined as "a facility or facility administration problem or weakness noted by the review team that needs to be corrected." In its broadest sense, a deficiency includes any condition needing improvement, but the term "deficiency" also can be used

to describe:

- Deviations from policy or regulation
- Weaknesses in internal controls
- Lack of quality controls
- Failure to observe accepted standards of practice for a particular profession
- Lack of operating efficiency
- Failure to meet program objectives
- Nonconformance with a key standard within the functional areas

For each deficiency in a program area discovered during the on-site review, the review team coordinator will determine whether the deficiency is indicative of a significant finding (i.e., a glaring deficiency or pattern of deficiencies substantial enough to conclude that corrective action is required). In evaluating the seriousness, or materiality, of each deficiency, the review team coordinator will consider the risk presented by the deficiency to the facility's ability to effectively conform to the functional areas. The pervasiveness of the condition, the magnitude of deviation from expectations, and the effect on the facility's internal controls will also be weighed.

If the review team coordinator concludes that the deficiency is material enough to warrant a significant finding, the review team will collect and organize evidence of the deficiency in a manner that supports the significant finding and will investigate its causes and effects for inclusion in the facility review report. Several detected deficiencies could contribute to one significant finding and one deficiency might provide evidence for multiple significant findings. Each significant finding presented in the report will describe the deficient condition(s), provide one or more examples, explain why it is deficient, detail its existing and potential effects, suggest its probable cause, and identify required (binding) and recommended (non-binding) corrective action(s) to rectify the deficiency.

Deficiencies deemed by the review team coordinator to be insufficiently material to justify presentation, as one or more significant findings will be disclosed in a separate section of the facility review report. This separate section will include non-binding recommendations for corrective action that the contractor will be encouraged to implement. A contractor's failure to implement a non-binding recommendation will not, by itself, cause the facility to receive a lower performance rating during its next facility review. However, if the facility exhibits worsening performance partly as a result of not implementing the recommended corrective action, it could earn a lower performance rating during the next review.

5.2 Life-Threatening Conditions and Public Safety Concerns

Review team members will alert the review team coordinator to any facility conditions that might pose a threat to detainees' lives or compromise facility security to a degree that the lives of facility staff or the public are endangered. The Review Team Coordinator, in turn, will investigate the condition further with review team members. If the review team coordinator confirms the condition's severity, he or she will discuss it

with the contractor as soon as possible, and will encourage the contractor to correct the condition before the on-site inspection is completed.

5.3 Fraud, Abuse, and Illegal Acts

The review team will inform the review team coordinator if it discovers any evidence of fraud, abuse, or illegal acts. The review team coordinator will inform the contractor of these discoveries and will include descriptions of the offending activities in a special and prominent section of the facility review report.

5.4 Hindered Reviews

Facility programs that cannot be adequately reviewed due to a lack of cooperation from facility staff, the staff's failure to adequately prepare for the on-site inspection, or by interference with the review itself will receive an "At-Risk" performance rating for each program that was inadequately evaluated. In these cases, the review team will attempt to evaluate all programs to the extent possible despite the hindrances. The review team will complete a review report that includes descriptions of the manner in which the review team was prohibited from completing proper program evaluation.

5.5 Cancellation of Reviews due to Unforeseen Circumstances

Scheduled and confirmed facility reviews that cannot be conducted due to circumstances beyond the control of the facility staff or the review team (e.g., inclement weather that precludes review team travel, a staff medical emergency, etc.) will be rescheduled for the earliest possible date. The review team coordinator will inform the contractor of the dates for the rescheduled review within 10 days of the original review's postponement. A contractor can request a facility review postponement by formally submitting this request to the Review Team Coordinator, along with an explanation of the circumstances justifying the cancellation. Facility review postponements and rescheduling will rarely occur. Each occurrence will be documented in the review file of the corresponding facility; this file will include a signed formal letter explaining why the postponement was needed.

6 Performance Ratings

The review team will assess and indicate the levels at which each facility performs its prescribed functions. During a facility review, performance ratings will be assigned to the facility for each of the nine programs identified by the functional areas. The review team will use the individual program performance ratings to assign an overall performance rating to the facility and the overall rating will, in turn, influence the frequency with which the facility is reviewed in the future.

6.1 Ratings

The following is a list of ratings that will be used to represent facility program performance:

Excellent: The program conforms to the functional areas in an exceptional manner and conformance is maintained with exceptional internal controls. Policies and procedures for achieving the program standards are documented and adequate for the mission of the facility; the policies and procedures are communicated to staff; the policies and procedures are fully implemented; and the desired outcome is achieved. Level of performance in the aggregate exceeds the minimum performance standard by substantial margin; deficiencies are nonexistent or extremely minor.

Good: The program conforms to the functional areas in an acceptable manner. Internal controls limit procedural deficiencies. The facility more than accomplishes the requirements of program standards. Level of performance in the aggregate meets the performance standard: deficiencies are minor and offset by outstanding elements of performance within the review guideline.

Acceptable: The program is meeting the requirements of the functional areas. There are no breakdowns that would keep the program from continuing to accomplish the mission of the facility. Level of performance in the aggregate meets the performance standard; deficiencies are minor and there are no outstanding elements of performance present within the review guideline.

Deficient: The program is unable to meet the requirements of one or more of the functional areas. Internal controls are weak, resulting in serious deficiencies in one or more areas. Level of performance in the aggregate fails to meet the performance standard: deficiencies are pervasive.

At-Risk: Operation of the program is impaired to the point that the facility is unable to accomplish its mission. The program is unable to meet the requirements of the functional area and is unlikely to meet those requirements in the foreseeable future without substantial corrective action. Level of performance in the aggregate fails to meet the performance standard: deficiencies require immediate corrective actions.

6.2 Overall Performance Rating

After the individual program performance ratings for a facility have been determined, the Review team coordinator will assign an overall performance rating to the facility and include the rating in the facility review team report. The overall facility performance ratings are identical to the program performance ratings—"Excellent", "Good", "Acceptable", "Deficient", and "At Risk"—but are applied at the discretion of the Review Team Coordinator, who will examine the individual program performance ratings and exercise his/her professional judgment of the facility's overall performance. Similarly, review team members will exercise their professional judgment when reviewing the facility review report and may elect to change the overall performance rating. However, the overall program performance rating assigned to the facility will be no more than one level higher than the lowest performance rating received by any of the nine facility programs. For example, if one of a facility's programs receives a

“Deficient” rating, the overall performance rating for the facility cannot be higher than “Acceptable,” even if the facility’s other eight programs all receive “Excellent” ratings.

7 Review of Conclusions

7.1 Review of Initial Review Report

The review board will examine the initial facility review report and the recommendations produced by the review team, and will furnish the review team coordinator with any changes within 10 calendar days after receiving the report. Review team members will be consulted to clarify any ratings that appear inconsistent with the report narrative.

7.2 Transmittal of Report to Contractor

The review team coordinator will make the stipulated report changes within 10 days after receiving comments from the review board, and will transmit the updated report to the review board, Contracting Officer and contractor. If no corrective actions are required, the contractor will contact the review team coordinator within 30 days to acknowledge receipt of the report, and at this time may comment on the contents of the report or the overall rating received. If corrective actions are required, the contractor will declare either agreement or disagreement with the binding recommendations in the report. If the contractor is in agreement with the findings, he/she will report back to the review team coordinator on the steps taken to comply with the binding recommendations within 30 days of receiving the facility review report. For each action that the contractor does not expect to complete within 30 days, a written action plan identifying target dates for completing each major step will be developed and included in the report. The review team coordinator will review the contractor administrator’s response to ensure that it is complete and that all required corrective actions have been taken, or that an action plan has been developed to remedy significant findings within 90 days of the facility review report issue. The facility review team coordinator will forward all appropriate facility review documentation to the Contracting Officer, as necessary.

7.3 Appeals of Review Findings

If the contractor disagrees with any finding, binding recommendation, or performance rating, he or she will submit a formal written appeal to the review board within 30 days of receiving the facility review report. In this appeal, the contractor will explain why a rating or finding is unjustified, or why a required action cannot or will not be taken. In the latter case, the contractor will suggest alternative methods of correcting the deficiency or of improving the program. The review board will evaluate the appeal and, if necessary, will discuss its merits with the review team. Within 30 days of receiving the appeal, the review board will decide whether to accept or deny the appeal and will send formal written notification of this decision through the Contracting Officer to the contractor and review team. If an appeal is accepted, the review team coordinator will amend the facility review report to reflect approved changes. After decisions have been reached on any appeals, the review team coordinator will distribute copies of the final version of the facility review report to all involved parties. The contractor will implement corrective actions and develop action plans for corrections that cannot be completed

within 30 days. Corrective actions described by action plans will be completed within 90 days of the facility review report.

7.4 “Acceptable,” “Good,” and “Excellent” Program Reviews

If the final facility review report indicates that each of the reviewed facility programs received a rating of “Acceptable” or better, the facility review will be closed after corrective actions have been completed and action plans have been developed, and the Contracting Officer and contractor will be notified of the closure in writing.

7.5 “Deficient” Program Reviews

Any facility programs receiving a “Deficient” performance rating will undergo a follow-up review phase immediately after the final review report is issued. The facility review will not be closed until this follow-up review phase is completed.

7.6 “At-Risk” Program Reviews

If the final report assigned an “At-Risk” performance rating to any facility program, the detainees will be relocated to alternate facilities, if possible, without creating substantial difficulties for the affected federal agencies. Any facility programs receiving an “At-Risk” performance rating will undergo a follow-up review phase immediately after the final review team report is issued. The facility review will not be closed until this follow-up review phase is completed.

8 Follow-up Review

8.1 Communication of Corrective Actions Needed

The review team coordinator or an assigned monitor will assist and track the facility’s progress in correcting deficiencies and implementing needed improvements. As mentioned previously, the contractor is responsible for determining whether the corrective actions prescribed in the facility review team report can be completed within 30 days of issuance of the report. For each action that cannot be completed within 30 days, the contractor will develop a written action plan identifying target dates for completing each major step. All actions will be completed no more than 90 days after the issue of the final review report. The contractor will send the action plans to the review team coordinator and Contracting Officer within 30 days of the final facility review report issue. The review team coordinator will review the action plans and will determine whether they will adequately address the underlying deficiencies. Any concerns will be discussed immediately with the contractor, who will formally notify the review team coordinator after all action plans have been completed.

8.2 Review of Completed Corrective Actions

The contractor will implement all corrective actions specified in the final team report and will formally document the actions taken, sign this document, and submit it to the review team coordinator or other designated monitor. After receiving documentation of

completed corrective actions and action plans from the contractor, the review team will determine whether to conduct one or more follow-up reviews to verify firsthand that the deficiencies have been remedied. Follow-up inspections will be conducted within 30 days of receipt of documentation from the contractor. This inspection will focus only on the program(s) affected by the corrective actions. The review team coordinator will verify that the documentation provided by the contractor is accurate and that the corrective actions taken do not reduce facility performance in other areas below an “Acceptable” level. The review team coordinator will hold a closeout meeting with the contractor at the end of the follow-up inspection to discuss its preliminary conclusions.

8.3 Follow-Up Review Report

No later than 14 days after the end of the follow-up inspection, the review team coordinator or monitor will prepare a formal written report presenting the results of the follow-up review, and will submit this report to the contractor and review board. If no on-site inspection is done, the report will be completed within 30 days of receipt of documentation from the contractor. This report will indicate whether the corrective actions sufficiently improve the affected facility programs to an “Acceptable” performance level or better. If the review team coordinator or monitor deems that facility changes are adequate, the follow-up review and facility review will be closed, the Contracting Officer and the contractor will be notified of the closure. None of the performance ratings for facility programs will be altered as a result of the follow-up review, no matter how well the facility addresses its deficiencies, and the next facility program reviews will be scheduled according to the procedures described previously.

8.4 Appeals of Follow-Up Conclusions

If the review team coordinator or monitor concludes that the corrective actions taken by the facility are inadequate to bring the reviewed facility programs to an “Acceptable” performance level or better, the contractor will be given 10 days to appeal this conclusion. To lodge an appeal, the contractor will formally submit a written letter detailing any flaws in the follow-up analysis and explaining why the facility’s improvements meet the corrective actions prescribed. The review board will weigh the appeal and issue a decision no later than 10 days after receiving it. The follow-up review report will be amended to reflect the review board’s decision, if the review board agrees with the contractor argument. The follow-up review and facility review will be closed, the Contracting Officer and contractor will be notified of the closure, and the next facility program reviews will be scheduled.

If the contractor does not appeal the conclusion (i.e., that program performance has not improved to a rating of “Acceptable” or better), or if the review board denies the contractor appeal of this conclusion, the review board will decide the course on which to proceed with the facility. In such a case, the review board could elect to terminate use of the facility and relocate detainees to a suitable facility. If the facility review process determines that a non-federal facility is at-risk and has become unsuitable for continued housing of federal detainees, the review coordinator will immediately telephonically contact, and provide written notification of the facility’s status to, the USMS and/or ICE for consultation prior to

the removal of any detainees from that facility. If there is substantial demand for the facility's bed space, and the facility displays the desire and ability to improve deficiencies, the review board might choose to instead have the facility undergo another follow-up review cycle. In this scenario, the sequence of actions will be identical to those described at the beginning of the follow-up review phase. Although the same review team coordinator or monitor will not necessarily be assigned to the second follow-up review cycle, doing so will promote efficiency. If the problematic facility programs still do not meet or exceed "Acceptable" levels after the second follow-up review cycle; the review board could specify additional review cycles. However, because significant staff resources are required for each review cycle, the benefit of continuing the follow-up review process rather than waiting until the next regularly scheduled review will be carefully considered.

8.5 Waivers and Modified Use Agreements

If the review board determines that detainees will not be removed from the facility, the review board could waive conformance to certain evaluation criteria, possibly limiting the facility to modified use. The review team might prefer one of these alternatives to terminating or delaying the government's use of a facility, particularly if no suitable alternate facilities are available for use. A waiver typically will be issued for each deficiency that prohibits a facility program from being evaluated as "Acceptable" or better. Several waivers could be issued for a given facility. Any waivers that the review board issues will have expiration dates not exceeding 12 months from date of issue, will be signed by the review board leader, and will be referenced in the follow-up review and facility review reports. Waiver copies will be distributed to the contractor and to review team coordinator for placement in the follow-up review report.

Modified facility use could be ordered if, by restricting its use, the facility could house detainees without compromising detainee safety and security. For example, a facility that does not successfully complete the follow-up review process might be prohibited from housing detainees for more than 72 consecutive hours, pursuant to a temporary use agreement. Decisions to permit modified facility use will be formally documented and disseminated similarly to waivers. After the necessary waivers and restrictions have been obtained, the follow-up review and facility review will be closed, the contractor will be notified of their closure, and the next facility program reviews will be scheduled. Again, none of the performance ratings for facility programs will be altered as a result of the follow-up review.

8. Filing and Retention of Review Report

When a facility review is closed, all reports completed as part of the facility review—including completed and closed follow-up review reports—will be included in the facility review file. An inventory of reports other background information regarding the facility's performance that were collected from other agencies during the pre-inspection preparation phase will also be kept. The government will retain these support documents and all working documents generated during a facility review in accordance with requirements in the FAR. Only one review file and set of support documents will be retained for each facility. After the retention period has elapsed, the government will

archive the working documents in accordance with government regulations.

9 Performance Requirements Summary and Schedule of Reductions

This Performance Requirements Summary (PRS) serves to communicate what the Government intends to qualitatively inspect. The PRS is based on ACA standards, the Performance Work Statement (PWS), professional guidelines referenced by the PWS, applicable Government policy and any other appropriate measure within the contracted services. The PRS identity:

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

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| 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: 10% | |
| 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 |
| Food Service - addresses basic sanitation procedures and the adequacy of meals provided to detainees | |

| | |
|---|---|
| Reduction: <u>15%</u> | |
| Functional Areas | Sanitation Requirements Ensure Meals are Varied Special Diets |
| Staff and Detainee Communication - addresses opportunities for detainees to communicate with staff; detainee grievance procedures; and the provision of diversity training for staff | |
| Reduction: <u>5%</u> | |
| Functional Areas | Staff-Detainee Communication Diversity Training Detainee Grievances |
| 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: <u>15%</u> | |
| Functional Areas | Fire Safety Non-Hazardous Furnishings Control of Dangerous Materials Environmental Control Clothing and Bedding Personal Hygiene/Well-being Physical Facility and Equipment |
| Services and Programs - addresses detainee classification; religious practices; work assignments; juvenile needs; 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: <u>25%</u> | |
| Functional Areas | Classification, Review, and Hearing Religious Practices Volunteer Work Assignments Work Assignments and Security Juvenile Needs Exercise and Out-of-Cell Opportunities Legal Materials Legal Representation Telephone Access Visitation Privileges Detainee Mail and Correspondence |
| 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: <u>2.5%</u> | |
| Functional Areas | Staff Background and Reference Checks Staff Training, Licensing, and Credentialing Staff Misconduct |
| 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: <u>2.5%</u> | |

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|------------------|---------------------------|
| Functional Areas | Discrimination Prevention |
|------------------|---------------------------|

INSPECTION AND ACCEPTANCE

Acceptable Levels of Performance

When the Contractor fails to provide the services at the performance standards required by this contract, the Government shall assess a negative incentive expressed as a deduction for each instance of unacceptable performance or non-performance in accordance with the Schedule of Deductions described in D.9 in this RFP. The Government shall deduct the amounts from the next monthly invoice payment. In no case will the invoice paid be less than the amount submitted for the CLIN Reimbursables.

LIST OF EXHIBITS

The following lists of exhibits are part of this PWS.

| EXHIBIT | TITLE |
|----------------|--|
| ATTACHMENT 1 | Wage Determination |
| ATTACHMENT 2 | Scope and Coverage of a Limited Background Investigation (LBI) |
| ATTACHMENT 3 | Standards of Contractor Employee Conduct and Responsibility |
| ATTACHMENT 4 | Transportation |
| ATTACHMENT 5 | EOIR Space Requirements |
| ATTACHMENT 6 | Detainee Voluntary Work Program Agreement Service Processing Center/Contract |
| ATTACHMENT 7 | Medical Services Statement of Work for Base term |

Inspection and Acceptance

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

Deliveries or Performance

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

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

Contract Clauses

52.202-1 Definitions. (JUL 2004)

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

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

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

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

52.204-7 Central Contractor Registration. (JUL 2006)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JAN 2005)

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

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

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

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

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

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

52.216-6 Price Redetermination - Retroactive. (OCT 1997)

(a) *General.* The unit price and the total price stated in this contract shall be redetermined in accordance with this clause, but in no event shall the total amount paid under this contract exceed [insert dollar amount of ceiling price].

(b) *Definition.* Costs, as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) *Data submission.* (1) Within [Contracting Officer insert number of days] days after delivery of all supplies to be delivered and completion of all services to be performed under this contract, the Contractor shall submit -

(i) Proposed prices;

(ii) A statement in the format of Table 15-2, FAR 15.408, or in any other form on which the parties may agree, of all costs incurred in performing the contract; and

(iii) Any other relevant data that the Contracting Officer may reasonably require.

(2) If the Contractor fails to submit the data required by subparagraph (c)(1) of this section within the time specified, the Contracting Officer may suspend payments under this contract until the data are furnished. If it is later determined that the Government has overpaid the Contractor, the excess shall be repaid to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) *Price determination.* Upon the Contracting Officer's receipt of the data required by paragraph (c) of this section, the Contracting Officer and the Contractor shall promptly negotiate to redetermine fair and reasonable prices for supplies delivered and services performed by the Contractor under this contract.

(e) *Contract modification.* The negotiated redetermination of price shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer.

(f) *Adjusting billing prices.* Pending execution of the contract modification (see paragraph (e) of this section), the Contractor shall submit invoices or vouchers in accordance with billing prices stated in this contract. If at any time it appears that the then-current billing prices will be substantially greater than the estimated final prices, or if the Contractor submits data showing that

the redetermined prices will be substantially greater than the current billing prices, the parties shall negotiate an appropriate decrease or increase in billing prices. Any billing price adjustment shall be reflected in a contract modification and shall not affect the redetermination of prices under this clause. After the contract modification for price redetermination is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the agreed-upon prices, and any resulting additional payments, refunds, or credits shall be made promptly.

(g) *Quarterly limitation on payments statement.* This paragraph (g) shall apply until final price redetermination under this contract has been completed.

(1) Within 45 days after the end of the quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor), a statement, cumulative from the beginning of the contract, showing -

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total interim profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (g)(1)(iv) of this section exceeds the sum due the Contractor, as computed in accordance with subdivisions (g)(1)(i), (ii), and (iii) of this section, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account, consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reduction in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(h) *Subcontracts.* No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

(i) *Disagreements.* If the Contractor and the Contracting Officer fail to agree

upon redetermined prices within 60 days (or within such other period as the parties agree) after the date on which the data required by paragraph (c) of this section are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause. For the purpose of paragraphs (e), (f), and (g) of this section, and pending final settlement of the disagreement on appeal, by failure to appeal, or by agreement, this decision shall be treated as an executed contract modification.

(j) *Termination.* If this contract is terminated before price redetermination, prices shall be established in accordance with this clause for completed supplies and services not terminated. All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(End of clause)

52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from time of award through contract completion.

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

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

(End of clause)

52.216-19 Order Limitations. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of [insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within [] days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

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

(End of clause)

52.216-22 Indefinite Quantity. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after [*insert date*].

(End of clause)

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

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least []days (*60 days unless a different number of days is inserted*) before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

52.219-16 Liquidated Damages - Subcontracting Plan. (JAN 1999)

- 52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)**
- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation. (JUL 2005)**
- 52.222-26 Equal Opportunity. (APR 2002)**
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (DEC 2001)**
- 52.222-36 Affirmative Action for Workers with Disabilities. (JUN 1998)**
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (DEC 2001)**
- 52.222-41 Service Contract Act of 1965, as Amended. (JUL 2005)**
- 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts). (MAY 1989)**
- 52.222-50 Combating Trafficking in Persons. (APR 2006)**
- 52.223-6 Drug-Free Workplace. (MAY 2001)**
- 52.223-14 Toxic Chemical Release Reporting. (AUG 2003)**
- 52.225-13 Restrictions on Certain Foreign Purchases. (FEB 2006)**
- 52.233-3 Protest after Award. (AUG 1996)**
- 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**
- 52.244-6 Subcontracts for Commercial Items. (FEB 2006)**
- 3052.222-71 Strikes or picketing affecting access to a DHS facility. (DEC 2003)**
- 3052.242-72 Contracting officer's technical representative. (DEC 2003)**
- 52.215-19 Notification of Ownership Changes. (OCT 1997)**

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

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

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

(b) The Contractor shall -

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

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

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

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

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

(End of clause)

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

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable -

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Information on modifications of contracts or subcontracts for commercial items.* (A) If -

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include -

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments prepared in the following format: []

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.222-19 Child Labor - Cooperation with Authorities and Remedies. (JAN 2006)

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

(1) Canada, and the anticipated value of the acquisition is \$25,000 or more;

(2) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(3) Mexico, and the anticipated value of the acquisition is \$64,786 or more; or

(4) Aruba, Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or the United Kingdom and the anticipated value of the acquisition is \$193,000 or more.

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

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

violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor in listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

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

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

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

(End of clause)

52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees. (DEC 2004)

(a) *Definition.* As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in

your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The

Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.228-16 Performance and Payment Bonds - Other Than Construction. (JUL 2000)

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

Original contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to [] percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to [] percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within [] days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register*, or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
401 14th Street, NW, 2nd Floor, West Wing
Washington, DC 20227

(End of clause)

52.228-16 Performance and Payment Bonds - Other Than Construction. (JUL 2000) - Alternate I (JUL 2000)

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

Original contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to [] percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within [] days, but in any event, before starting work.

(d) The Government may require additional performance bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the *Federal Register*, or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
401 14th Street, NW, 2nd Floor, West Wing
Washington, DC 20227

(End of clause)

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

(a) As used in this clause--

All applicable Federal, State, and local taxes and duties, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

After-imposed Federal tax, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

contract date.

Contract date," means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

- (b) The contract price includes all applicable Federal, State, and local taxes and duties.
- (c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.
- (d) The contract price shall be decreased by the amount of any after-relieved Federal tax.
- (e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
- (h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.232-1 Payments. (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

52.232-18 Availability of Funds. (APR 1984)

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

(End of clause)

52.232-23 Assignment of Claims. (JAN 1986) - Alternate I (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as the Act), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-25 Prompt payment. (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing

office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services

performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

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

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

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

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

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

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

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

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect,

then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

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

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

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

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

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

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

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

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

this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

52.239-1 Privacy or Security Safeguards. (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)

52.242-4 Certification of Final Indirect Costs. (JAN 1997)

(a) The Contractor shall -

(1) Certify any proposal to establish or modify final indirect cost rates;

(2) Use the format in paragraph (c) of this clause to certify; and

(3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.

(b) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.

(c) The certificate of final indirect costs shall read as follows:

Certificate of Final Indirect Costs

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect cost rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and

2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

(End of clause)

52.242-13 Bankruptcy. (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

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

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

- (1) Description of services to be performed.
- (2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

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

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

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

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

(End of clause)

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

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of

Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the Government -
 - (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
 - (ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; *provided*, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the

Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of -

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (g)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including -

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted -

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all

records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

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

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as manufacturing materials in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The

Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

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

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

(End of clause)

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

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

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

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

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

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

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

(1) Acquisition, transmission or analysis of data owned by DHS with significant

replacement cost should the contractor's copy be corrupted; and

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

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system.

Organizational elements shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

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

(End of clause)

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

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

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

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

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

the domestic corporation; or

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

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

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

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

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

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

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

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

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

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

(e) Treatment of Certain Rights.

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

(i) warrants;

(ii) options;

(iii) contracts to acquire stock;

(iv) convertible debt instruments; and

(v) others similar interests.

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

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

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

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

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

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

(End of provision)

3052.237-71 Information Technology Systems Access for Contractors

INFORMATION TECHNOLOGY SYSTEMS ACCESS FOR CONTRACTORS (NOV 2004) (Deviation)

(a) "Sensitive Information" means information that is:

(1) Protected Critical Infrastructure Information (PCII) as described in the Critical Infrastructure Information Act of 2002, 6 U.S.C. sections 211-224; its implementing regulations, 6 CFR Part 29; or the applicable PCII Procedures Manual; or

(2) Sensitive Security Information (SSI), as described in 49 CFR Part 1520; or

(3) Sensitive but Unclassified Information (SBU), which consists of any other unclassified information which:

(i) if lost, misused, modified, or accessed without authorization, could adversely affect the national interest, proprietary rights, the conduct of Federal programs, or individual privacy under 5 U.S.C. section 552a; and,

(ii) if provided by the government to the contractor, is marked in such a way as to place a reasonable person on notice of its sensitive nature.

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

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

work on this contract unless this requirement is waived under Departmental procedures.

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

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

(f) Contractors shall identify in their proposals, the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of personnel who are non-U.S. citizen after contract award shall also be reported to the contracting officer.

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

(h) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the COTR will arrange, and complete any nondisclosure agreement furnished by DHS.

(i) The contractor shall have access only to those areas of DHS Organizational Element (OE) information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(j) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS OE. It is not a right, a guarantee of access, a condition of the contract, nor is it Government Furnished Equipment (GFE).

(k) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(l) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Organizational Element or designee, with the concurrence of the Office of Security and Department's CIO or designee. In order for a waiver to be granted:

(i) The individual must be a legal permanent resident of the U.S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State.

(ii) All required security forms specified by the government and any necessary background check must be satisfactorily completed.

(iii) There must be a compelling reason for using this individual as opposed to a U.S. citizen.

(iv) The waiver must be in the best interest of the Government.

List of Documents, Exhibits and Other Attachments

Attachment #1, SCA Wage Determination

94-2081 CO,DENVER 09/02/03

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

Wage Determination No.: 1994-2081

William W.Gross Division of | Revision No.: 22
 Director Wage Determinations| Date Of Last Revision: 08/27/2003

State: Colorado

Area: Colorado Counties of Adams, Arapahoe, Boulder, Clear Creek, Denver, Douglas, Elbert, Gilpin, Grand, Jackson, Jefferson, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington, Weld, Yuma

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION CODE - TITLE | MINIMUM WAGE RATE |
|---|-------------------|
| 01000 - Administrative Support and Clerical Occupations | |
| 01011 - Accounting Clerk I | 11.17 |
| 01012 - Accounting Clerk II | 11.55 |
| 01013 - Accounting Clerk III | 13.87 |
| 01014 - Accounting Clerk IV | 15.69 |
| 01030 - Court Reporter | 15.77 |
| 01050 - Dispatcher, Motor Vehicle | 15.90 |
| 01060 - Document Preparation Clerk | 11.87 |
| 01070 - Messenger (Courier) | 8.89 |
| 01090 - Duplicating Machine Operator | 11.87 |
| 01110 - Film/Tape Librarian | 13.19 |
| 01115 - General Clerk I | 9.67 |
| 01116 - General Clerk II | 10.86 |
| 01117 - General Clerk III | 11.09 |
| 01118 - General Clerk IV | 13.91 |
| 01120 - Housing Referral Assistant | 16.58 |
| 01131 - Key Entry Operator I | 11.22 |
| 01132 - Key Entry Operator II | 13.41 |
| 01191 - Order Clerk I | 12.16 |
| 01192 - Order Clerk II | 12.98 |
| 01261 - Personnel Assistant (Employment) I | 11.93 |
| 01262 - Personnel Assistant (Employment) II | 13.77 |
| 01263 - Personnel Assistant (Employment) III | 16.16 |
| 01264 - Personnel Assistant (Employment) IV | 17.55 |
| 01270 - Production Control Clerk | 16.58 |
| 01290 - Rental Clerk | 12.83 |
| 01300 - Scheduler, Maintenance | 12.83 |
| 01311 - Secretary I | 12.83 |

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| 01312 - Secretary II | 13.48 |
| 01313 - Secretary III | 15.20 |
| 01314 - Secretary IV | 18.09 |
| 01315 - Secretary V | 20.09 |
| 01320 - Service Order Dispatcher | 12.54 |
| 01341 - Stenographer I | 11.87 |
| 01342 - Stenographer II | 14.41 |
| 01400 - Supply Technician | 19.26 |
| 01420 - Survey Worker (Interviewer) | 13.48 |
| 01460 - Switchboard Operator-Receptionist | 11.57 |
| 01510 - Test Examiner | 15.77 |
| 01520 - Test Proctor | 15.77 |
| 01531 - Travel Clerk I | 12.50 |
| 01532 - Travel Clerk II | 13.11 |
| 01533 - Travel Clerk III | 14.03 |
| 01611 - Word Processor I | 11.87 |
| 01612 - Word Processor II | 13.70 |
| 01613 - Word Processor III | 15.77 |
| 03000 - Automatic Data Processing Occupations | |
| 03010 - Computer Data Librarian | 13.10 |
| 03041 - Computer Operator I | 13.19 |
| 03042 - Computer Operator II | 14.81 |
| 03043 - Computer Operator III | 19.09 |
| 03044 - Computer Operator IV | 21.18 |
| 03045 - Computer Operator V | 23.47 |
| 03071 - Computer Programmer I (1) | 18.26 |
| 03072 - Computer Programmer II (1) | 22.03 |
| 03073 - Computer Programmer III (1) | 26.98 |
| 03074 - Computer Programmer IV (1) | 27.62 |
| 03101 - Computer Systems Analyst I (1) | 27.17 |
| 03102 - Computer Systems Analyst II (1) | 27.62 |
| 03103 - Computer Systems Analyst III (1) | 27.62 |
| 03160 - Peripheral Equipment Operator | 13.70 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automotive Body Repairer, Fiberglass | 22.76 |
| 05010 - Automotive Glass Installer | 17.53 |
| 05040 - Automotive Worker | 17.53 |
| 05070 - Electrician, Automotive | 18.50 |
| 05100 - Mobile Equipment Servicer | 15.94 |
| 05130 - Motor Equipment Metal Mechanic | 18.85 |
| 05160 - Motor Equipment Metal Worker | 17.53 |
| 05190 - Motor Vehicle Mechanic | 18.85 |
| 05220 - Motor Vehicle Mechanic Helper | 14.86 |
| 05250 - Motor Vehicle Upholstery Worker | 17.53 |
| 05280 - Motor Vehicle Wrecker | 17.53 |
| 05310 - Painter, Automotive | 17.82 |
| 05340 - Radiator Repair Specialist | 17.53 |
| 05370 - Tire Repairer | 14.98 |
| 05400 - Transmission Repair Specialist | 18.85 |
| 07000 - Food Preparation and Service Occupations | |
| (not set) - Food Service Worker | 9.28 |
| 07010 - Baker | 13.29 |
| 07041 - Cook I | 10.50 |
| 07042 - Cook II | 11.56 |
| 07070 - Dishwasher | 8.28 |
| 07130 - Meat Cutter | 13.35 |

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|---|-------|
| 07250 - Waiter/Waitress | 9.09 |
| 09000 - Furniture Maintenance and Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 17.33 |
| 09040 - Furniture Handler | 14.45 |
| 09070 - Furniture Refinisher | 17.33 |
| 09100 - Furniture Refinisher Helper | 14.45 |
| 09110 - Furniture Repairer, Minor | 16.45 |
| 09130 - Upholsterer | 17.33 |
| 11000 - General Services and Support Occupations | |
| 11030 - Cleaner, Vehicles | 10.07 |
| 11060 - Elevator Operator | 9.62 |
| 11090 - Gardener | 14.26 |
| 11121 - House Keeping Aid I | 8.48 |
| 11122 - House Keeping Aid II | 9.62 |
| 11150 - Janitor | 10.53 |
| 11210 - Laborer, Grounds Maintenance | 11.50 |
| 11240 - Maid or Houseman | 8.00 |
| 11270 - Pest Controller | 13.35 |
| 11300 - Refuse Collector | 10.55 |
| 11330 - Tractor Operator | 13.49 |
| 11360 - Window Cleaner | 11.47 |
| 12000 - Health Occupations | |
| 12020 - Dental Assistant | 14.70 |
| 12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver | 13.73 |
| 12071 - Licensed Practical Nurse I | 13.53 |
| 12072 - Licensed Practical Nurse II | 15.18 |
| 12073 - Licensed Practical Nurse III | 17.00 |
| 12100 - Medical Assistant | 11.42 |
| 12130 - Medical Laboratory Technician | 13.13 |
| 12160 - Medical Record Clerk | 11.42 |
| 12190 - Medical Record Technician | 14.27 |
| 12221 - Nursing Assistant I | 8.38 |
| 12222 - Nursing Assistant II | 10.58 |
| 12223 - Nursing Assistant III | 12.03 |
| 12224 - Nursing Assistant IV | 13.50 |
| 12250 - Pharmacy Technician | 13.09 |
| 12280 - Phlebotomist | 11.56 |
| 12311 - Registered Nurse I | 20.94 |
| 12312 - Registered Nurse II | 24.65 |
| 12313 - Registered Nurse II, Specialist | 24.65 |
| 12314 - Registered Nurse III | 31.11 |
| 12315 - Registered Nurse III, Anesthetist | 31.11 |
| 12316 - Registered Nurse IV | 37.29 |
| 13000 - Information and Arts Occupations | |
| 13002 - Audiovisual Librarian | 16.82 |
| 13011 - Exhibits Specialist I | 16.92 |
| 13012 - Exhibits Specialist II | 20.96 |
| 13013 - Exhibits Specialist III | 25.57 |
| 13041 - Illustrator I | 16.95 |
| 13042 - Illustrator II | 21.00 |
| 13043 - Illustrator III | 25.61 |
| 13047 - Librarian | 21.23 |
| 13050 - Library Technician | 15.69 |
| 13071 - Photographer I | 14.13 |
| 13072 - Photographer II | 15.75 |
| 13073 - Photographer III | 19.51 |

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| 13074 - Photographer IV | 23.79 |
| 13075 - Photographer V | 28.87 |
| 15000 - Laundry, Dry Cleaning, Pressing and Related Occupations | |
| 15010 - Assembler | 8.83 |
| 15030 - Counter Attendant | 8.83 |
| 15040 - Dry Cleaner | 9.99 |
| 15070 - Finisher, Flatwork, Machine | 8.83 |
| 15090 - Presser, Hand | 8.83 |
| 15100 - Presser, Machine, Drycleaning | 8.83 |
| 15130 - Presser, Machine, Shirts | 8.83 |
| 15160 - Presser, Machine, Wearing Apparel, Laundry | 8.83 |
| 15190 - Sewing Machine Operator | 10.74 |
| 15220 - Tailor | 13.90 |
| 15250 - Washer, Machine | 10.17 |
| 19000 - Machine Tool Operation and Repair Occupations | |
| 19010 - Machine-Tool Operator (Toolroom) | 17.33 |
| 19040 - Tool and Die Maker | 20.40 |
| 21000 - Material Handling and Packing Occupations | |
| 21010 - Fuel Distribution System Operator | 17.23 |
| 21020 - Material Coordinator | 17.71 |
| 21030 - Material Expediter | 17.71 |
| 21040 - Material Handling Laborer | 13.05 |
| 21050 - Order Filler | 11.18 |
| 21071 - Forklift Operator | 14.70 |
| 21080 - Production Line Worker (Food Processing) | 14.16 |
| 21100 - Shipping/Receiving Clerk | 12.85 |
| 21130 - Shipping Packer | 12.58 |
| 21140 - Store Worker I | 11.44 |
| 21150 - Stock Clerk (Shelf Stocker; Store Worker II) | 12.77 |
| 21210 - Tools and Parts Attendant | 14.80 |
| 21400 - Warehouse Specialist | 12.87 |
| 23000 - Mechanics and Maintenance and Repair Occupations | |
| 23010 - Aircraft Mechanic | 18.17 |
| 23040 - Aircraft Mechanic Helper | 14.59 |
| 23050 - Aircraft Quality Control Inspector | 17.70 |
| 23060 - Aircraft Servicer | 16.61 |
| 23070 - Aircraft Worker | 16.90 |
| 23100 - Appliance Mechanic | 17.59 |
| 23120 - Bicycle Repairer | 14.98 |
| 23125 - Cable Splicer | 17.99 |
| 23130 - Carpenter, Maintenance | 17.33 |
| 23140 - Carpet Layer | 18.30 |
| 23160 - Electrician, Maintenance | 23.20 |
| 23181 - Electronics Technician, Maintenance I | 18.88 |
| 23182 - Electronics Technician, Maintenance II | 20.59 |
| 23183 - Electronics Technician, Maintenance III | 21.85 |
| 23260 - Fabric Worker | 16.45 |
| 23290 - Fire Alarm System Mechanic | 18.17 |
| 23310 - Fire Extinguisher Repairer | 16.45 |
| 23340 - Fuel Distribution System Mechanic | 19.99 |
| 23370 - General Maintenance Worker | 16.19 |
| 23400 - Heating, Refrigeration and Air Conditioning Mechanic | 17.99 |
| 23430 - Heavy Equipment Mechanic | 18.00 |
| 23440 - Heavy Equipment Operator | 18.76 |
| 23460 - Instrument Mechanic | 18.17 |
| 23470 - Laborer | 10.51 |

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| 23500 - Locksmith | 17.33 |
| 23530 - Machinery Maintenance Mechanic | 18.82 |
| 23550 - Machinist, Maintenance | 18.11 |
| 23580 - Maintenance Trades Helper | 14.45 |
| 23640 - Millwright | 19.23 |
| 23700 - Office Appliance Repairer | 17.33 |
| 23740 - Painter, Aircraft | 17.33 |
| 23760 - Painter, Maintenance | 17.55 |
| 23790 - Pipefitter, Maintenance | 19.42 |
| 23800 - Plumber, Maintenance | 17.33 |
| 23820 - Pneudraulic Systems Mechanic | 18.17 |
| 23850 - Rigger | 18.17 |
| 23870 - Scale Mechanic | 16.73 |
| 23890 - Sheet-Metal Worker, Maintenance | 17.99 |
| 23910 - Small Engine Mechanic | 16.73 |
| 23930 - Telecommunication Mechanic I | 17.99 |
| 23931 - Telecommunication Mechanic II | 18.54 |
| 23950 - Telephone Lineman | 18.17 |
| 23960 - Welder, Combination, Maintenance | 17.99 |
| 23965 - Well Driller | 18.18 |
| 23970 - Woodcraft Worker | 18.17 |
| 23980 - Woodworker | 16.73 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 8.83 |
| 24580 - Child Care Center Clerk | 10.04 |
| 24600 - Chore Aid | 8.19 |
| 24630 - Homemaker | 12.67 |
| 25000 - Plant and System Operation Occupations | |
| 25010 - Boiler Tender | 20.98 |
| 25040 - Sewage Plant Operator | 17.94 |
| 25070 - Stationary Engineer | 20.98 |
| 25190 - Ventilation Equipment Tender | 15.99 |
| 25210 - Water Treatment Plant Operator | 17.94 |
| 27000 - Protective Service Occupations | |
| (not set) - Police Officer | 26.98 |
| 27004 - Alarm Monitor | 16.26 |
| 27006 - Corrections Officer | 19.01 |
| 27010 - Court Security Officer | 20.38 |
| 27040 - Detention Officer | 19.01 |
| 27070 - Firefighter | 19.32 |
| 27101 - Guard I | 7.51 |
| 27102 - Guard II | 13.24 |
| 28000 - Stevedoring/Longshoremen Occupations | |
| 28010 - Blocker and Bracer | 16.03 |
| 28020 - Hatch Tender | 16.03 |
| 28030 - Line Handler | 16.03 |
| 28040 - Stevedore I | 16.07 |
| 28050 - Stevedore II | 20.05 |
| 29000 - Technical Occupations | |
| 21150 - Graphic Artist | 20.00 |
| 29010 - Air Traffic Control Specialist, Center (2) | 32.38 |
| 29011 - Air Traffic Control Specialist, Station (2) | 21.19 |
| 29012 - Air Traffic Control Specialist, Terminal (2) | 23.34 |
| 29023 - Archeological Technician I | 16.63 |
| 29024 - Archeological Technician II | 18.59 |
| 29025 - Archeological Technician III | 23.05 |

| | | |
|---|-------|-------|
| 29030 - Cartographic Technician | 23.03 | |
| 29035 - Computer Based Training (CBT) Specialist/ Instructor | | 27.17 |
| 29040 - Civil Engineering Technician | 20.19 | |
| 29061 - Drafter I | 13.98 | |
| 29062 - Drafter II | 15.68 | |
| 29063 - Drafter III | 18.60 | |
| 29064 - Drafter IV | 23.03 | |
| 29081 - Engineering Technician I | 14.36 | |
| 29082 - Engineering Technician II | 16.83 | |
| 29083 - Engineering Technician III | 20.09 | |
| 29084 - Engineering Technician IV | 23.53 | |
| 29085 - Engineering Technician V | 27.04 | |
| 29086 - Engineering Technician VI | 32.73 | |
| 29090 - Environmental Technician | 22.42 | |
| 29100 - Flight Simulator/Instructor (Pilot) | 30.38 | |
| 29160 - Instructor | 22.29 | |
| 29210 - Laboratory Technician | 17.66 | |
| 29240 - Mathematical Technician | 23.03 | |
| 29361 - Paralegal/Legal Assistant I | 17.09 | |
| 29362 - Paralegal/Legal Assistant II | 20.47 | |
| 29363 - Paralegal/Legal Assistant III | 24.97 | |
| 29364 - Paralegal/Legal Assistant IV | 30.24 | |
| 29390 - Photooptics Technician | 22.87 | |
| 29480 - Technical Writer | 25.88 | |
| 29491 - Unexploded Ordnance (UXO) Technician I | | 19.53 |
| 29492 - Unexploded Ordnance (UXO) Technician II | | 23.63 |
| 29493 - Unexploded Ordnance (UXO) Technician III | | 28.33 |
| 29494 - Unexploded (UXO) Safety Escort | 19.53 | |
| 29495 - Unexploded (UXO) Sweep Personnel | 19.53 | |
| 29620 - Weather Observer, Senior (3) | 20.79 | |
| 29621 - Weather Observer, Combined Upper Air and Surface Programs (3) | | 18.34 |
| 29622 - Weather Observer, Upper Air (3) | 18.34 | |
| 3000 - Transportation/ Mobile Equipment Operation Occupations | | |
| 31030 - Bus Driver | 15.15 | |
| 31260 - Parking and Lot Attendant | 7.94 | |
| 31290 - Shuttle Bus Driver | 13.14 | |
| 31300 - Taxi Driver | 11.72 | |
| 31361 - Truckdriver, Light Truck | 13.12 | |
| 31362 - Truckdriver, Medium Truck | 18.23 | |
| 31363 - Truckdriver, Heavy Truck | 17.26 | |
| 31364 - Truckdriver, Tractor-Trailer | 17.26 | |
| 99000 - Miscellaneous Occupations | | |
| 99020 - Animal Caretaker | 9.88 | |
| 99030 - Cashier | 8.46 | |
| 99041 - Carnival Equipment Operator | 10.80 | |
| 99042 - Carnival Equipment Repairer | 11.64 | |
| 99043 - Carnival Worker | 8.44 | |
| 99050 - Desk Clerk | 9.44 | |
| 99095 - Embalmer | 20.60 | |
| 99300 - Lifeguard | 10.26 | |
| 99310 - Mortician | 20.60 | |
| 99350 - Park Attendant (Aide) | 1.35 | |
| 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech) | | 9.03 |
| 99500 - Recreation Specialist | 10.61 | |
| 99510 - Recycling Worker | 13.49 | |
| 99610 - Sales Clerk | 9.03 | |

| | |
|--|-------|
| 99620 - School Crossing Guard (Crosswalk Attendant) | 10.11 |
| 99630 - Sport Official | 7.85 |
| 99658 - Survey Party Chief (Chief of Party) | 13.97 |
| 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.) | 12.71 |
| 99660 - Surveying Aide | 7.76 |
| 99690 - Swimming Pool Operator | 12.85 |
| 99720 - Vending Machine Attendant | 10.83 |
| 99730 - Vending Machine Repairer | 12.85 |
| 99740 - Vending Machine Repairer Helper | 10.83 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

ATTACHMENT #2 - CONTRACT DETENTION FACILITY

Part I

Scope and Coverage of a Limited Background Investigation (LBI)

The limited background investigation is the required background investigation for moderate risk positions at the noncritical sensitive level. It includes the National Agency Check, credit check, personal subject interview, and coverage of at least the most recent 3 years of activity including employment, self employment, unemployment, references, education, residence, and law enforcement agencies. Military service is covered up to the last 15 years through the NAC and the highest education degree claimed is confirmed by inquiry regardless of time frame.

- Investigations do not extend back before a subject's 18th birthday except to ensure a minimum of 2 years coverage.
- Sources are developed through information provided by the subject and other sources.
- The background investigation report is not a verbatim transcript of interviews with the subject, sources, or employers. It is a factual report of information compiled by the investigator with discrepancies from information provided by the subject duly noted. Issues and derogatory information are also noted,

Items are scheduled for coverage by various methods which may be shown as follows:

- P** Personal Coverage (includes record searches) (an investigator actually interviews subject or reviews documents)
- R** Record search only
- I** Inquiry (mail or electronic)
- T** Telephone
- L** Linkage (electronic-terminal or tape)

Basic coverage period for this type of case is 3 years, and it includes the following:

The **National Agency Check** consists of a check of OPM's Security Investigation Index SII, which is an index of investigations conducted by OPM and other Federal Investigative agencies, a check of FBI fingerprint files, a check of FBI investigative files, and a check of the Department of Defense Investigative Index of civilian and military personnel. It is checked by Inquiry, Linkage, and Record. If the LBI is not initiated

though USIS, (under contract with OPM) the NAC will be procured by the ICE.

Credit Check is covered by Linkage, and the period covered is 3 years. All credit checks all be used for employment purposes only, in accordance with 15 U.S.C..

Personal Subject Interview is scheduled at current job location, and is a one-on-one interview.

Education is covered by Personal coverage and Record for the most recent year of basic coverage period and is covered by Inquiry for years 2 to 3 (and highest degree)

Residence is covered by Personal coverage and Record search only, for the most recent year as of the scheduling date of the basic coverage period.

Employment, including self-employment and unemployment, is covered by Personal coverage and Record search only for the 3 year basic coverage period as of the scheduling date.

Law Enforcement is covered by Record search only for locations within the basic coverage period, and is scheduled Inquiry or Record search for related issue information shown on the case papers.

Stateside Military Service (over 6 months) is covered by Personal coverage and Record search for the most recent year of the basic coverage period (15 years of coverage are provided in the NAC).

Court Records are obtained for bankruptcies and financial delinquencies over \$1,000 or if dollar amount unknown, within the basic coverage period.

Extra Coverage is required when additional information is needed to help the agency determine a person's qualifications, suitability, and security for a particular position.

Extra coverage is requested for law enforcement positions, which allows the investigator to ask the following questions:

- How does the person react/would react in an emergency situation?
- Does the person have the ability to operate under stress?
- How is this person's stability, judgment, discretion, and physical health?
- How is this person's financial responsibility/ability to live within their means?

Expanded law enforcement searches (include County and State criminal records where available).

Part II

Scope and Coverage of a Periodic Reinvestigation

The Periodic Reinvestigation is a reinvestigation that is conducted every five years. It includes the National Agency Check, personal subject interview, residence, and selected record searches.

Scheduled items are scheduled for coverage by various methods as follows:

- P** Personal Coverage (includes record searches)
- R** Record search only
- I** Inquiry (mail or electronic)
- T** Telephone
- L** Linkage (electronic-terminal or tape)

Basic coverage period for this type of case is 5 years, and it includes the following:

The **National Agency Check** consists of a check of OPM's Security Investigation Index (SI) which is an index of investigations conducted by OPM and other Federal Investigative agencies, a check of FBI fingerprint files, a check of FBI investigative files, and a check of the Department of Defense Investigative Index of civilian and military personnel. It is checked by Inquiry, Linkage, and Record. If the PRIR is not initiated through USIS, (under contract with OPM) the NAC will be procured by ICE.

Credit Check is covered by Linkage, and the period covered is 7 years. All credit checks will be used for employment purposes only, in accordance with the Fair Credit Reporting Act.

Personal Subject Interview is scheduled at current job location.

Education is not scheduled.

Residence is covered by Personal coverage and Record search only, for the most recent 3 years of the basic coverage period.

Employment is not scheduled

Law Enforcement is covered by Record search only for locations within the basic coverage period, and is scheduled Inquiry or Record search for related issue information shown on the case papers.

Stateside Military Service is not scheduled.

Part III

Adjudication Standards for Resolving LBI and Periodic Reinvestigation

- A. **INTRODUCTION:** The review of background investigations and the resolution of derogatory information is an essential part of the process for determining whether an individual is eligible for government contract employment with U.S. Immigration and Customs Enforcement (ICE). These functions should be conducted, whenever possible, by designated personnel outside of the employee's supervisory chain. The supervisor's knowledge of derogatory information may affect the supervisor's objectivity regarding performance appraisal, promotions, etc., of the employee. Any reference to "government employment" within this document includes persons working under contract at the District of Columbia Requirement.
- B. **PURPOSE:** The purpose of this document is to assist those individuals who initially review background investigations for employment and for those individuals who conduct Subject Interviews for the purpose of resolving and documenting derogatory information. Derogatory information appears in a background investigation in a number of ways. Some information is derogatory information on its face and is both easily recognized and identified. There is other information that, standing alone is somewhat innocuous. When this information is reviewed in the context of other information, it may also require resolution.
- C. **PRINCIPALS:** All derogatory information must be favorably resolved by the contractor before ICE will consider granting final approval for employees to work with Federal offenders under this contract. The resolution will require the adjudicator to identify the information, explain why it is considered insignificant, or provide documented resolution. It is not sufficient to resolve derogatory information by merely indicating that the employee exhibits acceptable job performance.

Adjudication of background investigations or reinvestigations that reveal activity or conduct that may render an employee susceptible to coercion. Will be subject to the following guidelines:

- (1) If the background investigation or reinvestigation demonstrates the employee is open regarding his or her conduct, no personal interview or other action is warranted.
- (2) If the background investigation or reinvestigation indicates, or raises an unresolved question as to whether the employee is concealing any conduct that reasonably would subject the employee to coercion, the contractor will arrange for an interview with the employee to discuss:
 - (a) the issue of concealed conduct that was raised during the

background investigation or reinvestigation, and whether or not the employee is in fact concealing any conduct that reasonably would subject the employee to coercion. If the discussion demonstrates that the person is not concealing any such conduct, no further action is warranted.

- (b) If the employee may be concealing conduct that reasonably would subject the employee to coercion, the interviewer will continue to discuss:
 - 1) the contractors' concern regarding the potential for coercion, pressure, manipulation, or blackmail;
 - 2) the contractor's Employee Standards of Conduct requirement that the employee immediately submit a written report of any attempt at coercion or blackmail to the CEO.

The interviewer should prepare a memorandum documenting the discussion and the employee's acknowledgment of the reporting requirements for the employee's personnel file. The employee is not required to sign any documentation.

Resolution of derogatory information should afford the employee an opportunity to comment on the derogatory information or a chance to offer his/her "side of the story. " Resolution of derogatory information is a critical part of the adjudication process for several reasons. Information, which appears derogatory, can be refuted or mitigated in some instances by the subject of the background investigation. Similarly, the subject may be able to present circumstances, which clarify the derogatory information.

Executive Order (E.O.) 10450, entitled "Security Requirements For Government Employment," establishes as the criteria for government employment that individuals must be "reliable, trustworthy, of good conduct and character and of complete and unswerving loyalty to the United States." Derogatory information is any information that, in the opinion of a reasonably objective person, tends to indicate that an employee may not be possessed of one or more of these qualities.

D. DEROGATORY INFORMATION: Listed below are general areas of concern for adjudicators:

- (1) Loyalty. Any information, which indicates the employee is not loyal, should be identified as derogatory. Several examples, which should bring

into question an individual's loyalty, are:

-advocating force or violence to overthrow the government of the United States;

-establishing contact with a secessionist, anarchist or with any representative of a foreign government whose interests may be contrary to the interests of the United States;

-membership in organizations, which systematically commit criminal acts against the United States Government.

- (2) Close Relatives and Associates. In reviewing a background investigation, attention should be given to evidence the subject of the investigation has close relatives or associates residing outside of the United States or who are citizens of a foreign country, especially hostile countries. Any information, which tends to show the employee, may be subjected to coercion or pressure should be identified as derogatory information and resolved, including frequent and/or prolonged foreign travel.

In resolving information regarding close relatives or associates, it is important to understand the nature of the relationship and the frequency of contact between the employee and the relatives or associates. Therefore, the following information should be obtained from all employees where evidence of foreign relatives or associates is identified in the background investigation case papers or the actual background investigation:

- name and address of the foreign citizen (i.e., aunt, uncle, cousin, close friend, etc.);
- relationship between employee and foreign citizen (i.e., aunt, uncle, cousin, close friend, etc.);
- the frequency of contact- past, present and future--with the foreign citizen,
- the form of such contact (personal visits, letters, cards or telephone calls).

- (a) Relatives or associates in prison. Although employment cannot be denied based on what others have done, one must be aware of possible conflicts. Each situation is handled on a case by case basis. Therefore, the following information should be obtained from all employees where evidence of relatives or associates in prison is identified in the background investigation case papers or the actual background investigation:

- Name and address of prisoner
- Relationship
- Frequency of contact

- Form of contact

- (3) Undesirable Character Traits: Any trait(s), which may show the employee to be unreliable, untrustworthy or open to compromise, is significant in the adjudication of the case. This information may be given by an open or confidential source, be derived from an arrest record or be indicated by the falsification of employment applications or personal history statements. All such information must be viewed in relation to the rest of the file.

Isolated incidents in a person's background are viewed less significantly than a continuing or emerging pattern of behavior.

The adjudicator should try to obtain a complete picture for employment purposes. Undesirable character traits could also place an individual in a compromising situation where coercion or pressure might be used to blackmail an employee. The following examples are provided:

- (a) Sexual Conduct: Sexual conduct and behavior become important to the adjudication of a background investigation when there is evidence the employee could be coerced or blackmailed due to sexual conduct. Should it be determined an employee could be subjected to coercion because of sexual conduct, this information must be addressed and resolved. If sexual conduct becomes germane, homosexual and heterosexual conduct will be treated the same. Resolution is obtained through procedures used to determine if a person is susceptible to coercion (c(1) and c(2)).
- (b) Alcoholism: Any information which tends to show the employee uses alcohol to excess, or any information that shows alcohol use affecting job performance should be identified as derogatory information. Look for pattern of behavior vs. an isolated incident.
- (4) Mental Disorders-Treatment: Medical treatment for a mental condition, as distinguished from marriage counseling and social services counseling for family problems, must be clarified to determine whether the employee's job performance may be adversely affected. The purpose of identifying this kind of information is to remove any reasonable doubt regarding the current seriousness of a problem. Temporary depression related to the death of a loved one or the failure of a marriage is to be expected, whereas long term depression would cause considerably greater concern.

Medical treatment for a mental/emotional disorder must be accompanied by a recommendation from a competent medical authority the employee is capable to perform the duties of a sensitive position.

- (5) Financial Responsibility. Indebtedness becomes a legitimate concern

when an employee begins to fall behind on credit card payments, alimony, child support, rent, car loans, etc. Nonpayment of a just debt after 90 days is considered delinquent and requires resolution. It is important to determine if the employee considers the debt just.

Some debts are clearly not the responsibility of an employee and may be the result of careless record keeping by credit reporting agencies.

Refusal to admit to a just debt is not enough to resolve an unfavorable credit record. A derogatory credit report must be resolved by the employee and appropriate documentation provided. Any disputes between the employee and the credit agency must be resolved by the employee and documentation submitted.

Similarly, the repossession of an automobile for nonpayment, and eviction from rental housing for non-payment, should be explained by the employee and documentation provided to show that any remaining indebtedness following the eviction or repossession has been resolved.

(a) Debts to be Resolved:

- When employee past due debts total \$400 or more; and,
- Debts are 90 days or more past due.

- (6) Dishonesty: Individuals entering service under this contract must be "...trustworthy... and of good conduct and character..." This requires that employees are honest when filling out all employment documents.

Discrepancies on these forms may be an indication the employee has falsified one of the forms to either conceal past behavior, or to exaggerate or misrepresent qualifications or suitability. In either case, all discrepancies must be resolved.

- (7) Arrests: An arrest, regardless of the offense or when it was committed, is derogatory information. The nature and severity of the offense and when it was committed will have a bearing on the adjudication. Generally, the more recent the offense the greater impact it will have on the adjudication. An arrest that resulted in a conviction and fine/imprisonment must be accompanied by sufficient evidence the employee has been rehabilitated.
- (8) Drug Usage: Evidence of illegal use of prescription or nonprescription drugs by an employee requires resolution. In resolving drug related derogatory information, the offense must be viewed against the age of the employee and when the offense occurred. In addition, information should be obtained and consideration given regarding what drug(s) were used,

how often, and any treatment the employee received for drug usage.

- (9) **Confidential Source Information:** Background investigations will sometimes contain information provided by sources who request confidentiality under the Privacy Act. It is not permissible, in most cases, to include this information in the resolution of derogatory information because of the risk of identifying the source. Only information that is otherwise substantiated elsewhere in the investigation or pre-employment documents and from an unprotected source can be used.
- (10) **Classified Information:** Similarly, National Security Information classified at the "Confidential," "Secret," and "Top Secret" levels sometimes appears in background investigations. When such information is identified, it shall be handled appropriately by the contractor.

E. **PROCEDURES TO RESOLVE DEROGATORY INFORMATION:** Once derogatory information has been identified, either during the pre-employment process or in the review of the background investigation, it must be resolved. Resolution usually is presented in the form of written documentation obtained through an interview with the employee or written questions given to the employee.

Derogatory information revealed in the pre-employment screening process that falls within the Guidelines of Acceptability or for which a waiver was obtained does not have to be formally readdressed in adjudicating the investigation. The adjudicator should make note that the information was, considered during the pre-employment screening and is within the Guidelines or a waiver was obtained. Copies of waivers should be submitted with the investigation.

Attachment #3 - Contract Detention Facility

Standards of Contractor Employee Conduct and Responsibility

Elements of the contractor's standards of employee conduct shall include, but are not limited to, the following:

1. Personal Conduct

The use of illegal drugs or narcotics or the abuse of any drug or narcotic is strictly prohibited at any time. Use of alcohol while on duty or immediately prior to reporting to duty, or being under the influence of alcohol while on duty, is prohibited.

Employees shall conduct themselves in a professional manner at all times when dealing with inmates and others. Prohibited conduct includes:

- (1) The use of brutality, physical violence, intimidation, verbal abuse, group punishment or capricious disciplinary actions against an inmate, or any force used beyond that which is reasonably necessary to subdue an inmate. Further, employees may never strike a restrained inmate.
- (2) Showing partiality toward or becoming emotionally, physically, sexually, or financially involved with any inmate or former inmate.
- (3) Displaying favoritism or preferential treatment to one inmate, or group of inmates, over another. Further, employees are prohibited from allowing any inmate or group of inmates to have control or authority over other inmates.
- (4) Offering or giving any article, favor, or service to an inmate or former inmate, or an inmate's family member or to any person known to be associated with an inmate or former inmate, which is not authorized in the performance of the employees duties. Neither shall an employee accept any gift, personal service or favor from an inmate or former inmate, or from an inmate's family member or associate.
- (5) Entering into any business relationship with inmates, former inmates, or their families.
- (6) Having other than incidental outside contact with an inmate, former inmate, or an inmate's family member or associate.
- (7) Use of obscene or verbally abusive language when communicating with inmates or others. Employees will not be demeaning to inmates, former inmates, their families or friends, or others.

Employees are prohibited from engaging in criminal conduct. Employees are further prohibited, while on Government property, to participate in games for money or other personal property, the operation of gambling devices, conducting a lottery or pool, or selling or purchasing numbers tickets. Illegal activities on the part of any contract employee, in addition to being unlawful, reflect on the integrity of the Bureau and betray the trust and confidence placed in it by the public. It is expected that contract employees shall obey not only the letter of the law, but also the spirit of the law while engaged in personal or official activities. Should an employee be charged with, arrested for, or convicted of any felony or misdemeanor, that employee must immediately inform and provide a written report to the Facility Director. Traffic violations resulting in fines under \$150 shall be exempt from the reporting requirement.

Employees are prohibited from engaging in sexual harassment in violation of the Civil Rights Act of 1964, as amended.

2. Responsiveness

- a. Employees shall be required to remain fully alert and attentive during duty hours.
- b. All Employees shall respond immediately and effectively to all emergency situations.

3. Confidentiality

Employees will have access to official information with varying degrees of sensitivity. To protect this information, official information may be disclosed or released only as required in the performance of an employee's duties or upon specific authorization from the CO.

Employees shall not deny authorized persons access to official information, personnel or institution records.

4. Facility Identification

Employees shall not use their prison credentials, identification cards or badges to coerce, intimidate, or deceive others to obtain any privilege not otherwise authorized in the performance of their duties.

5. Introduction of Contraband

Employees are prohibited from the introduction of contraband into or onto Federal property without the expressed consent of the CO. Contraband shall include any object used to threaten the order, discipline or security of the institution, or life, health or safety of an individual. (Examples of contraband are: weapons, explosive devices, firearms, alcohol, drugs, photographic equipment, computer software, recording devices etc.)

All employees may be subject to drug/alcohol testing, or searches of their person or personal belongings, upon a finding by the CO and Facility Director that reasonable suspicion exists an employee is in possession of contraband, which if introduced, could endanger the safety of staff or inmates, or the security of the institution. Searches may also be conducted when the CO and

Facility Director have reasonable suspicion an employee is removing contraband or Federal property from the institution.

6. Sanctions for Misconduct

A schedule of penalties for violations of the standards of conduct shall be developed. The schedule may provide a range of penalties to account for varying circumstances surrounding instances of misconduct. Penalties may include reprimand, suspension, demotion, or removal. The schedule may also provide a range of penalties for repetitive and subsequent violations by the same employee. The CO may direct the contractor to remove any employee from the contract for failure to comply with the standards of employee conduct.

If an office of Inspector General (OIG), or local investigation reveals a violation of a standard of conduct, the Facility Director, shall ensure the sanction imposed is consistent with the schedule of penalties.

7. Reporting Misconduct

Employees shall report all violations, or apparent violations, of the standards of conduct immediately to the Facility Director or designee. Employees shall not be prohibited from referring matters directly to the OIG. The Facility Director or designee shall immediately report all allegations and appearances of misconduct or impropriety to the CO.

8. Investigations of Misconduct

The OIG is responsible for investigating violations of laws and regulations committed by U.S. Immigration and Customs Enforcement employees and its contractors for appropriate criminal prosecution, civil litigation and administrative action. The OIG is responsible for ensuring allegations and appearances of misconduct and impropriety, including criminal matters, are referred immediately to OIG.

The contractor is prohibited from conducting internal investigations of employee misconduct or apparent misconduct, without the expressed authority from the OIG, or the CO. The OFDT employee liaison on issues related to employee misconduct shall have access to records pertaining to allegations and instances of employee misconduct. The liaison may conduct investigations of misconduct and review the contractor's enforcement of the standards of conduct.

The contractor and all employees shall fully cooperate in any internal or external investigations. The OFDT shall have access to all personnel, operational and corporate records for the purpose of conducting investigations, inspections and audits.

The contractor will not conduct preliminary investigations without approval from the CO. Any preliminary investigation is limited to gathering statements from victims and witnesses and collecting relevant documents. All information and documents gathered during a preliminary investigation shall be provided to the CO.

With the approval of the CO, a confidential medical examination of any inmate(s) who allege physical abuse shall be conducted.

If the contractor is authorized by the CO to conduct a local investigation, a report shall be prepared and submitted no later than 45 days after the investigation is authorized. The report shall contain findings of fact, conclusions based on evidence documents and affidavits. The contractor shall provide periodic updates to the CO concerning all on-going local investigations.

Polygraph examinations, body wires, electronic listening devices and/or consensual telephone monitoring during any local investigation shall be approved by OIG.

The contractor shall maintain and preserve all documents compiled during an internal investigation. No investigative records shall be destroyed without the expressed permission of the CO.

9. Employee Training

Employees and volunteers shall be provided a copy of the standards of conduct and the contractor shall maintain documentation verifying receipt.

A procedure through which employees and volunteers receive training regarding the standards of conduct, as part of their institutional familiarization and annual training, shall be established which defines the minimum number of hours received each year. To deter misconduct, employees shall be provided advice regarding the standards of conduct.

ATTACHMENT #4 - TRANSPORTATION
Remote Custody and Secure Transportation Services

A. Remote custody services.

1. The Contractor shall provide, at the direction of the ICE representative, such additional on-call remote custody services as may be required by ICE. The Contractor shall be reimbursed for these services only when the ICE representative directs such services. The Contractor shall not abandon any facility post to perform on-call services.
2. Duties and responsibilities of this function shall include, but not be limited to; effecting removals at various airport locations, performing transportation duties, and guarding detainee(s) who have been admitted in off-site medical facilities or to any other location as directed in writing by the ICE representative. ICE will guarantee the Contractor a minimum of two (2) hours for each on-call post directed by the COTR.
3. The Contractor shall be authorized one custody officer for each such remote post, unless at the direction of the ICE representative, additional custody officers are required.
4. In the event any ICE representative directed long-distance remote custody service results with the Contractor incurs meal or hotel fees, reimbursement analogous to Government costs for a similar trip may be authorized upon verification of such costs.

B. Transportation services.

1. The Contractor shall provide all transportation services as required to transport detainees securely, in a timely manner, to locations directed by the ICE representative. When officers are not providing transportation services, the Contractor shall assign the employees to supplement security duties within the facility. However, the primary function of these officers is transportation.
2. The Contractor shall assign a sufficient number of two-person teams of transportation officers on a daily basis to ensure as follows:
 - (a) Three (3), eight-hour shifts which provides 24-hour coverage.
 - (b) Contractor shall provide not less than one (1) team per shift.
 - (c) Teams in addition to (b) above shall be assigned as necessary to meet transportation demands.
3. The Contractor shall furnish vehicles in good repair and suitable, as

approved by the ICE representative, to safely provide the required transportation service. The Contractor shall not allow employees to use their privately owned vehicles to transport detainees. The Contractor shall furnish vehicles equipped with interior security features including physical separation of detainees from officers. The Contractor shall provide the security specification of the vehicles to the ICE representative for review and approval prior to installation in the vehicles. The Contractor shall provide vehicles, which must always be available and capable of transporting detainees with accompanying luggage. Of the total number of Contractor vehicles provided at least two (2) must be capable of transporting no less than (15) detainees and at least one (1) capable of transporting no less than 40 detainees with accompanying luggage or property. Contractor provided vehicles will have the annual State required motor vehicle inspection, and such documentation will be provided to the ICE representative.

- C. The Contractor personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances and wear the same uniforms as those Contractor personnel provided for in the other areas of this contract.
- D. The Contractor shall, upon twenty-four hours advance notification by ICE, effect the removal of detainee(s) from the contract facility to the scheduled carrier for departure from designated airport(s). ICE may request the Contractor to effect removals with less than twenty-four hour notification. Whenever the Contractor cannot fulfil the requested assignment by transportation officers, the Contractor shall notify ICE within one (1) hour of notification of the assignment so that alternate arrangements can be scheduled by ICE.
- E. During all transportation activities, at least one custody officer shall be the same sex as the detainee. Questions concerning custody officer assignments shall be directed to the ICE representative.
- F. The transportation team shall escort the detainee(s) to/from the airport flight gates. The detainee(s) shall be guarded by two contract Custody Officers at all times. This shall be done in such a manner as to eliminate public contact especially at boarding gates. The Contractor custody officers shall ascertain that there are no unobservable exits, which might allow the detainee to escape. They shall remain at the gate until the aircraft is airborne and the carrier gate attendant verifies its departure verbally. Contractor custody officers shall then verify detainee(s) departure in writing to the ICE representative. With respect to arriving flights, custody officers shall remain at the arrival gate until the detainee(s) is/are in custody, unless the flight has been cancelled or verified by ICE that other arrangements have been made. Warrants of Deportation and all other related ICE documents shall be returned to the ICE Supervisor upon completion of the escort assignment. The Contractor shall insure that completed

documents are properly executed and accurately completed before submission to ICE. Contractor shall ensure that two (2) officers shall staff each vehicle transporting detainees. Contractor shall further ensure that two (2) officers shall escort every ten (10) departing detainees.

- G. The Contractor shall, upon order of the ICE representative, or upon his/her own decision in an urgent medical situation, transport a detainee to a hospital location. A Custody Officer(s) 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 ICE representative. The Contractor shall then transport the detainee to the detention site.
- H. The ICE representative may direct the Contractor to transport detainees to unspecified, miscellaneous locations and then to return the detainee to the detention site.
- I. When the ICE representative provides documents to the Contractor concerning the detainee(s) to be transported and/or escorted, the Contractor shall deliver these documents only to the named authorized recipients. The Contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
- J. The Contractor shall establish a communications system that has direct and immediate contact with all vehicles and post assignments. Upon demand, ICE will be provided with current status of all vehicles and post assignment employees.
- K. In the event any ICE representative directed long-distance transportation service results with the Contractor incurring meals or hotel fees, reimbursement analogous to Government costs for a similar trip may be authorized upon verification of such costs.

5
ATTACHMENT 1 – EOIR SPACE REQUIREMENTS

I. SPACE

- A) Space must provide a minimum of 4,500 square feet of contiguous occupiable space inclusive of two courtrooms.
- B) The design of the premises, especially building core, must be conducive to efficient layout and good utilization.
- C) EOIR space should be clearly delineated and separated to the maximum extent practicable from ICE space. This separation and delineation will not only reduce the possibility of improper ex parte communication, but it will also make clear to the public that the Immigration Court is an entity distinct from ICE.
- D) Exterior Signage: An entrance sign is to be provided and installed. The sign may be free standing or mounted on the building. Lettering shall read:

U. S. Department of Justice
Immigration Court

- E) Hours of normal operation: Monday through Friday from 7:30 a.m. to 4:30 p.m.

II SECURITY REQUIREMENTS

- A) Contiguous space is required. Space will be accessible to the public while providing adequate security measures. Unique building sitting and/or security issues and concerns may also preclude building occupancy.
- B) Secured internal circulation is required. Internal secured vertical access to be provided.
- C) If slab to slab walls are not possible, woven wire fabric 10 gauge, or better, must be installed in false ceilings to prevent unauthorized entry. Wall surrounding Ballistic-related Transaction Window to have 9-11 gauge steel mesh lathe installed between studs and drywall on the public side.
- D) Agency requires the establishment of a public access control (PAC) point where visitors are required to pass through a screening area containing a guard(s), a magnetometer, and/or X-ray equipment prior to visiting the court.
- E) There shall be the installation and wiring of a fully operational duress system, which, when activated, will summon an immediate armed response and engage ceiling mounted strobe lights. Duress system components are as follows:
 - 1. Panic buttons shall be cylinder slide, no noise; alarm reset with key operation.
 - 2. Controller shall be Radionics #D7212B or equivalent.
 - 3. Electronic keypad shall be Radionics #D1255 or equivalent.
 - 4. Strobe lights shall be SECO-LARM SL-126 ceiling/wall mount or equivalent.
 - 5. Wiring shall be steel shield or conduit, 18-22 gauge, four conductor, copper.
- F) The judge's private entrance/exit door in each courtroom will be equipped with a Simplex

Unican lock, viewport, deadbolt and an Electronic Door Release System (EDRS) incorporated into the duress alarm system (the duress button will activate the EDRS).

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

1. Electronic strike shall be Rutherford #7114 or equivalent.
2. Momentary switch shall be Ace II Switch Locks # 4073-70DDC.
3. Power supply shall be Securitron #BPS-12-3 or equivalent.
4. Timer shall be Securitron #TM-8.
5. Deadbolt shall be Schlage #B680 or equivalent.
6. Viewport shall be Ives #698 or equivalent.

G) Door from waiting area into agency administrative area to be equipped with an electric door strike with remote release button to be accessible by the receptionist in the main work area. An electronic signal shall be located at the reception window. Components are as follows:

1. Electric strike shall be Rutherford Model 7114 (or equivalent) with BZ-24 buzzer.
2. Momentary switch, Ace II switch Locks Model #4073-70DDC or equivalent.
3. Power supply, Securitron Model BPS-12-3 or equivalent.

H) Daytime cleaning is required during the hours of 8:00 am and 4:00 pm, Monday through Friday.

SECURITY ACCESS:

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

SECURITY ACCESS: DENIAL RIGHTS

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

III PARKING AND TRANSPORTATION

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

IV PARTITIONS

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

PARTITIONS: SUBDIVIDING:

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

V DOORS

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

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

DOOR HARDWARE:

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

WINDOWS: Building standard window treatment for sun control.

VI VENTILATION

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

VII OFFICE SPACE

- A) Private offices:
Standard office build-out, solid core wood door with building standard lock set. Court Administrator to receive a duress alarm activation button at desk location.
- B) Waiting Area:
 - 1. Standard office build-out, vinyl wall covering, chair rail and vinyl tile flooring.
 - 2. Wall separating the Waiting Area from Reception Area shall extend slab to slab, STC of 40.
 - 3. Shatter-resistant transaction window incorporating a center speaker device, shall be installed in the wall immediately between the waiting area and the receptionist. Transaction window to have a hinged lockable panel for file/paper exchange.
 - 4. Matching laminate counters (15" D x approximate 8-LF) to be installed on both the Waiting Area and Receptionist Area sides of the transaction window. Contractor to provide a minimum of three (3) samples of laminate.

- C) Reception/Administrative Area:
1. Standard office build-out.
 2. Door from waiting area into agency administrative area to be equipped with an electronic door strike.
 3. Duress alarm activation button located at reception window within Agency Secure Area.
- D) Case File Room:
Vinyl floor covering; standard office build-out; door to have Unican combination lock.
- E) Printer Areas:
Standard office build-out with low walls (4'-6") with finished painted hardwood cap.
- F) Copier Room:
Standard office build-out with separately zoned cooling capability.
- G) Computer Room:
1. Slab to slab partitioning, STC of 40, door to have Simplex Unican lock.
 2. Furnish and install an 4' x 4' x 3/4" plywood mounting board for the Agency's provided telephone equipment.
 3. Furnish and install a thermostatically controlled suspended ceiling type supplemental air-conditioning system or separately zoned cooling capacity to be capable of maintaining a temperature range of 65 to 75 degrees Fahrenheit and a humidity range of 40% to 60%; 24 hours a day.
 4. Furnish and install three (3) quadruplex electrical outlets, 120V-20A, 3 wire, single phase receptacle type—NEMA 5-20R, individual branch electrical circuit, isolated ground, orange.
 5. Furnish and install one (1) duplex electrical outlet(s), 120-20A, 3 wire, single phase receptacle type— NEMA 5-20R, individual branch electrical circuit, orange at 54" AFF.
 6. Supply, install, label, terminate and test Category 5e, eight wire twisted pair plenum rated cable runs to connect from computer workstations to the computer room. Cable runs will originate at each workstation location with a single AT&T, 8-pin, RJ 45 jack (pin-out configuration: 1,2; 3,6; 4,5; 7,8) and will terminate and be hard wired into the back of a patch panel that meets TIA/EIA-568B Category 5e standards in the ADP Room and each cable at the workstation locations. The patch panel to be installed in a floor-mounted upright distribution rack located in the computer room. Each end to be clearly marked to uniquely identify each cable in the computer room and each at the workstation locations. Each cable shall be tested for Category 5e certification (certification documents to be sent to EOIR at the above address.

Each cable run will be supplied with a 15'-0" patch cord at the computer workstation and a 3'-0" patch cord at the patch panel. Patch cords shall have an AT&T, 8-pin, RJ45 single plug on each end (pin-point configuration straight through; 1,2; 3,6; 4,5; 7,8) and shall be tested for Category 5e certification.

All work shall be performed by qualified personnel in a workmanlike manner, in accordance with the manufacturer's specifications, local codes and the best trade practices. All lines shall be run concealed in the ceiling and will be attached every twenty (20) feet in the required fasteners. No wiring will lay on ceiling tiles. Where wiring passes through a floor deck or wall and is not otherwise concealed or run in a protected electrical closet or exposed and could be subject to tampering or any form

of mechanical abuse it shall be installed in Wiremold or other suitable protective covering or proper electric conduit.

H) Courtroom:

1. Slab to slab partitioning, STC of 45, and supplemental, separately zoned HVAC to support approximately 50 people.
2. Each Courtroom to be equipped with one 20'L x 7'W x 7"H (approximate) raised dais, carpeted to match carpet in rest of Courtroom. 3 Public entrance door to courtroom to achieve a minimum opening of 3'-6".
4. The Public Zone shall be separated from the Activity Zone by a railing about 39 inches high with a 3-foot wide opening equipped with a swing gate. The gate shall be able to swing out of the Activity Zone only, at an angle no less than 90 degrees from the plane of the railing. Selection of the wood finish for railing and gate: MINIWAX #224 Special Walnut.
5. Each judge's bench to be equipped with a silent duress alarm activation button located in the knee space of each bench. Contractor to be responsible for the installation of wire through conduit in the raised dais to the control unit location. The activation button must be pre-wired, maintaining an 8'-0" lead to facilitate mounting on the bench.
6. The judge's private entrance/exit door in each courtroom will be equipped with a Simplex Unican lock, viewport, deadbolt and an Electronic Door Release System (ERDS) incorporated into the duress alarm system.
7. Furnish and install two (2) flush floor mounted receptacles on each raised dais. One shall contain a quadruplex, two telephone outlets, one data outlet, and three pull strings; one shall contain a quadruplex, two data signal outlets, one telephone outlet, and two pull strings. Type: Walkerflex AF Series Distribution service modules. Configuration: WAF-1-HDDH-BLK or equal. Additionally, install three receptacles flush with floor in attorney well area each to contain duplex receptacles and for microphone and speaker phone connections.
8. Furnish and install ramps and handrails for access to the judge's dais where required by code. Both shall be in compliance with the more stringent of Uniform Federal Accessibility Standards or Title 3 of the ADA standards and shall be finished at a level consistent with the balance of the space.

I) Break Room:

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

J) Staff Toilet:

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

1. Ceramic tile: flooring and wall (half height of wall) with paint above.
2. The room shall be equipped with one water closet, one lavatory, water basin, storage cabinet, mirror, paper towel dispenser, toilet paper holder, soap dispenser, waste receptacle, and one GFI duplex electrical outlet.

K) Conference Room:

Standard office build-out with carpet floor covering.

ICE shall furnish the hearing rooms with the following courtroom furnishings:

- A – Judges' Bench
- B – Pews for public seating

FINISH AND FLOORING SPECIFICATIONS

Paint:

General Space: (To match existing)

Specification:

Wood Cap: (To match existing)

Specification:

Dais Wall: (To match existing courtrooms)

Specification:

Vinyl Wall Covering:

Manufacturer: (To match existing)

Specification:

VCT:

Manufacturer: (To match existing)

Specification:

Carpet:

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

Manufacturer: (To match existing)

Specification:

Vinyl Base Molding:

Manufacturer: (To match existing)

Specification:

Break Room Counter:

Manufacturer: (To match existing)

Specification:

Break Room Cabinets:

Manufacturer: (To match existing)

Specification:

Waiting Room Counter:

Manufacturer: (To match existing)

Restroom:

Manufacturer: (To match existing)

Attachment #6 – ICE voluntary work program form

Detainee Voluntary Work Program Agreement Service Processing Center/Contract

Detention Facility
[Insert Facility Name]

Detainee Voluntary Work Program Agreement:

Detainees that participate in the volunteer work program will not be permitted to work in excess of 8 hours daily or 40 hours weekly.

Detainees that participate in the volunteer work program are required to work according to an assigned work schedule and to participate in all work-related training. Unexcused absence from work or unsatisfactory work performance could result in removal from the voluntary work program. Detainees must adhere to all safety regulations and to all medical and grooming standards associated with the work assignment. Compensation shall be \$1.00 per day.

I, _____, A# _____, have read, understand, and agree

(Detainee name) to comply with the above. I have received and understand relevant safety training regarding my work assignment:

Work Assignment

Detainee Signature/Date

Attachment #7
**MEDICAL SERVICES
STATEMENT OF WORK**

MEDICAL SERVICES:

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

The **CONTRACTOR** shall ensure that all health care service **CONTRACTOR**'s utilized for ICE detainees hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** shall ensure that its employees solicit each detainee for health complaints and deliver complaints in writing to the medical and health care staff.

The **CONTRACTOR** shall furnish onsite health care under this contract. The **CONTRACTOR** shall not charge any ICE detainee additional fee or co-payment for medical services or treatment provided at the **CONTRACTOR**'s facility. 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 **CONTRACTOR** 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 **CONTRACTOR** shall notify ICE. Upon such notification, the **CONTRACTOR** 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 **CONTRACTOR** shall release any and all medical information for ICE detainees to the DIHS representatives upon request. The **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** or institution is more cost-effective or more aptly meets the needs of ICE and the detainee. ICE may refuse to reimburse the **CONTRACTOR** for non-emergency medical costs incurred that were not pre-approved by the DIHS. The **CONTRACTOR** shall send requests for pre-approval for non-emergent 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 **CONTRACTOR** is to notify all medical **CONTRACTORS** 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 **CONTRACTOR** shall furnish twenty-four (24) hour emergency medical care and emergency evacuation procedures. In an emergency, the **CONTRACTOR** shall obtain the medical treatment required to preserve the detainee's health. The **CONTRACTOR** shall have access to an off site emergency medical **CONTRACTOR** at all times. The Health Authority of the **CONTRACTOR** 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 **CONTRACTOR** shall allow DIHS Managed Care Coordinators reasonable access to its facility for the purpose of liaison activities with the Health Authority and associated Service **CONTRACTOR** departments.

The **CONTRACTOR** and all medical **CONTRACTORS** 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 **CONTRACTOR** for non-emergency medical costs incurred that were not pre-approved by the DIHS.

The **CONTRACTOR** 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 **CONTRACTOR** agrees to provide ICE detainees with medical care and services 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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

P00001

01/29/2007

See Schedule

6. ISSUED BY

CODE

ICE

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE

U.S. Dept. Of Homeland Security
Immigration and Customs Enforcement
425 I Street, NW
Rm 2208
Washington DC 20536

U.S. Dept. Of Homeland Security
Immigration and Customs Enforcement
425 I Street, NW
Rm 2208
Washington DC 20536

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

THE GEO GROUP INC
621 NW 53RD ST STE 700
BOCA RATON FL 334878242

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
HSCEOP-06-D-00010

10B. DATED (SEE ITEM 11)

CODE

6127064650000

FACILITY CODE

09/29/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

Net Increase:

(b)(4)

SEE ATTACHMENT A

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

CHECK ONE

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

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

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

D. OTHER (Specify type of modification and authority)

X bi-lateral modification; mutual agreement

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

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

Tax ID Number: 65-0043078

DUNS Number: 612706465

LIST OF CHANGES:

Total Amount for this Modification: (b)(4)

New Total Amount for this Version: (b)(4)

New Total Amount for this Award: \$65,881,002.93

CHANGES FOR LINE ITEM NUMBER: 1

Unit Price changed from (b)(4)

Total Amount changed

from (b)(4)

The Contractor shall provide a full time psychologist

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)

Vice President, Contract Compliance

The GEO Group, Inc.

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

Deborah Locke

15B. CONTRACTOR OFFICER

[Signature]
(Signature of person authorized to sign)

15C. DATE SIGNED

2-13-07

16B. UNITED STATES OF AMERICA

[Signature]
(Signature of Contracting Officer)

16C. DATE SIGNED

2/20/07

NSN 7540-01-152-8070

Previous edition unusable

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

DAO 15 FEB 2007 PM 3:30

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEOP-06-D-00010/P00001

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NAME OF OFFEROR OR CONTRACTOR
 THE GEO GROUP INC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | for the base period of this contract. CHANGES FOR LINE ITEM NUMBER: 2 Total Amount changed from (b)(4) CHANGES FOR LINE ITEM NUMBER: 3 Unit Price changed from (b)(4) Total Amount changed from (b)(4) CHANGES FOR LINE ITEM NUMBER: 1001 Quantity changed from (b)(4) Total Amount changed from (b)(4) CHANGES FOR LINE ITEM NUMBER: 1002 Quantity changed from (b)(4) Total Amount changed from (b)(4) Discount Terms: Net 30 Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 FOB: Destination Period of Performance: 10/01/2006 to 05/31/2007 | | | | |
| 0001A | FUNDS TO COVER COST FOR PSYCHOLOGIST SERVICE UNDER CONTRACT # HSCEOP-06-D-0010. Obligated Amount: (b)(4) Requisition No: FDNDRO070027.3 Delivery: 30 Days After Award REMOTE CUSTODY WORK IN ACCORDANCE WITH ATTACHMENT #4 OF THE CONTRACT. | | | | (b)(4) |
| 0004 | REMOTE CUSTODY Obligated Amount: (b)(4) | | | | (b)(4) |
| 1003 | REMOTE CUSTODY WORK IN ACCORDANCE WITH ATTACHMENT #4 OF THE CONTRACT. REMOTE CUSTODY Continued ... | | | | (b)(4) |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCFOP-06-D-00010/P00001

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3 3

NAME OF OFFEROR OR CONTRACTOR
THE GEO GROUP INC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | Obligated Amount: \$0.00 | | | | |
| | REMOTE CUSTODY WORK IN ACCORDANCE WITH ATTACHMENT #4 OF THE CONTRACT. | | | | |
| 2003 | REMOTE CUSTODY Obligated Amount: (b)(4) | | | | (b)(4) |
| | REMOTE CUSTODY WORK IN ACCORDANCE WITH ATTACHMENT #4 OF THE CONTRACT. | | | | |
| 3003 | REMOTE CUSTODY Obligated Amount: (b)(4) | | | | (b)(4) |
| | REMOTE CUSTODY WORK IN ACCORDANCE WITH ATTACHMENT #4 OF THE CONTRACT. | | | | |
| 4003 | REMOTE CUSTODY Obligated Amount: (b)(4) | | | | (b)(4) |

PO0002 05/22/2007
 6. ISSUED BY CODE ICE 7. ADMINISTERED BY (if other than Item 6) CODE ICE

U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536
 U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (f/b, street, county, State and ZIP Code)
 THE GEO GROUP INC
 621 NW 53RD ST STE 700
 BOCA RATON FL 334878242

9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 X 10A. MODIFICATION OF CONTRACT/ORDER NO.
 HSCBOP-06-D-00010
 10B. DATED (SEE ITEM 11)
 09/29/2006

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 extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 6 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)
 FAR 43.103A and FAR 52.217-8

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

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

Tax ID Number: 65-0043078
 DUNS Number: 612706465
 The purpose of this modification is to exercise option period one under the contract running from June 1, 2007 to May 31, 2008. This to be done under the authority of FAR 52.217-8, Option to Extend Services Clause, and 43.103(A), Bilateral Contract Modifications Clause.

FAR 52.232--19: Availability of Funds for the Next Fiscal Year. Funds are not presently available for performance under this contract beyond September 30, 2007. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)
 ROBERT D. MARTIN
 Vice President, Contract Compliance
 The GEO Group, Inc.
 15B. CONTRACTOR OFFICER
 15C. DATE SIGNED
 5-29-07
 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 James D. Adams
 15B. UNITED STATES OF AMERICA
 15C. DATE SIGNED
 29 May 2007

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCBOP-06-D-00010/P00002

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 2 11

NAME OF OFFEROR OR CONTRACTOR

THE GSO GROUP INC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2007 until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability to be confirmed in writing by the Contracting Officer.</p> <p>The contractor must notify the Contracting Officer in writing within thirty (30) days after receipt of this modification of any increase claimed under the Fair Labor Standards Act and Service Contract Act -- Price Adjustments (Multiple Year and Option Contracts). Any increase claimed shall be initiated by submitting a rate adjustment proposal, along with detailed supporting price documentation in accordance with the provisions of FAR 52.222-43.</p> <p>The attached wage determination number 1994-2081 revision number 28 dated 5/23/2006 applies.</p> <p>All other terms and conditions will remain the same. Period of Performance: 06/01/2007 to 05/31/2008</p> | | | | |

HSN 7510-01-112-0007

OPTIONAL FORM 334 (4-88)
 Sponsored by GSA
 FAR (48 CFR) 33.110

SCA NO: 94-2081 REV-28 ISSUED 05/23/2006

*****THIS WD WAS REPLACED WITH FIFTH EDITION OCCUPATIONAL TITLES*****

WAGE DETERMINATION NO: 94-2081 REV (28) AREA: CO, DENVER

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2082

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.: 1994-2081
Revision No.: 28
Date Of Revision: 05/23/2006

State: Colorado

Area: Colorado Counties of Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Grand, Jackson, Jefferson, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington, Weld, Yuma

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION CODE - TITLE | MINIMUM WAGE RATE |
|---|-------------------|
| 01000 - Administrative Support and Clerical Occupations | |
| 01011 - Accounting Clerk I | 13.24 |
| 01012 - Accounting Clerk II | 13.98 |
| 01013 - Accounting Clerk III | 16.23 |
| 01014 - Accounting Clerk IV | 18.15 |
| 01030 - Court Reporter | 17.81 |
| 01050 - Dispatcher, Motor Vehicle | 17.81 |
| 01060 - Document Preparation Clerk | 12.79 |
| 01070 - Messenger (Courier) | 8.89 |
| 01090 - Duplicating Machine Operator | 12.79 |
| 01110 - Film/Tape Librarian | 15.96 |
| 01115 - General Clerk I | 10.86 |
| 01116 - General Clerk II | 12.21 |
| 01117 - General Clerk III | 12.79 |
| 01118 - General Clerk IV | 14.64 |
| 01120 - Housing Referral Assistant | 16.72 |
| 01131 - Key Entry Operator I | 12.21 |
| 01132 - Key Entry Operator II | 14.60 |
| 01191 - Order Clerk I | 14.72 |
| 01192 - Order Clerk II | 15.71 |
| 01261 - Personnel Assistant (Employment) I | 13.03 |
| 01262 - Personnel Assistant (Employment) II | 14.64 |
| 01263 - Personnel Assistant (Employment) III | 16.38 |
| 01264 - Personnel Assistant (Employment) IV | 18.25 |
| 01270 - Production Control Clerk | 18.14 |
| 01290 - Rental Clerk | 14.64 |
| 01300 - Scheduler, Maintenance | 14.60 |
| 01311 - Secretary I | 14.60 |
| 01312 - Secretary II | 16.31 |

<http://www.wdol.gov/wdol/scafiles/archive/sca/94-2081.r28>

5/29/2007

| | |
|---|-------|
| 01313 - Secretary III | 17.30 |
| 01314 - Secretary IV | 20.59 |
| 01315 - Secretary V | 22.87 |
| 01320 - Service Order Dispatcher | 13.21 |
| 01341 - Stenographer I | 12.79 |
| 01342 - Stenographer II | 14.64 |
| 01400 - Supply Technician | 21.12 |
| 01420 - Survey Worker (Interviewer) | 14.83 |
| 01460 - Switchboard Operator-Receptionist | 11.84 |
| 01510 - Test Examiner | 16.19 |
| 01520 - Test Proctor | 16.19 |
| 01531 - Travel Clerk I | 12.50 |
| 01532 - Travel Clerk II | 13.11 |
| 01533 - Travel Clerk III | 14.03 |
| 01611 - Word Processor I | 12.79 |
| 01612 - Word Processor II | 14.64 |
| 01613 - Word Processor III | 16.19 |
| 03000 - Automatic Data Processing Occupations | |
| 03010 - Computer Data Librarian | 14.51 |
| 03041 - Computer Operator I | 14.51 |
| 03042 - Computer Operator II | 16.29 |
| 03043 - Computer Operator III | 19.09 |
| 03044 - Computer Operator IV | 21.19 |
| 03045 - Computer Operator V | 23.47 |
| 03071 - Computer Programmer I (1) | 20.09 |
| 03072 - Computer Programmer II (1) | 24.76 |
| 03073 - Computer Programmer III (1) | 27.62 |
| 03074 - Computer Programmer IV (1) | 27.62 |
| 03101 - Computer Systems Analyst I (1) | 27.62 |
| 03102 - Computer Systems Analyst II (1) | 27.62 |
| 03103 - Computer Systems Analyst III (1) | 27.62 |
| 03160 - Peripheral Equipment Operator | 15.96 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automotive Body Repairer, Fiberglass | 26.19 |
| 05010 - Automotive Glass Installer | 18.44 |
| 05040 - Automotive Worker | 18.44 |
| 05070 - Electrician, Automotive | 19.46 |
| 05100 - Mobile Equipment Servicer | 16.77 |
| 05130 - Motor Equipment Metal Mechanic | 19.83 |
| 05160 - Motor Equipment Metal Worker | 18.44 |
| 05190 - Motor Vehicle Mechanic | 19.83 |
| 05220 - Motor Vehicle Mechanic Helper | 15.63 |
| 05250 - Motor Vehicle Upholstery Worker | 18.44 |
| 05280 - Motor Vehicle Wrecker | 18.44 |
| 05310 - Painter, Automotive | 18.75 |
| 05340 - Radiator Repair Specialist | 18.44 |
| 05370 - Tire Repairer | 14.98 |
| 05400 - Transmission Repair Specialist | 19.83 |
| 07000 - Food Preparation and Service Occupations (not set) - Food Service Worker | 10.90 |
| 07010 - Baker | 13.65 |
| 07041 - Cook I | 10.57 |
| 07042 - Cook II | 11.64 |
| 07070 - Dishwasher | 8.71 |
| 07130 - Meat Cutter | 13.86 |
| 07250 - Waiter/Waitress | 9.68 |
| 09000 - Furniture Maintenance and Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 17.33 |
| 09040 - Furniture Handler | 14.45 |
| 09070 - Furniture Refinisher | 17.33 |

| | |
|---|-------|
| 09100 - Furniture Refinisher Helper | 14.45 |
| 09110 - Furniture Repairer, Minor | 16.45 |
| 09130 - Upholsterer | 17.33 |
| 11030 - General Services and Support Occupations | |
| 11030 - Cleaner, Vehicles | 11.08 |
| 11060 - Elevator Operator | 9.62 |
| 11090 - Gardener | 16.04 |
| 11121 - House Keeping Aid I | 8.48 |
| 11122 - House Keeping Aid II | 9.62 |
| 11150 - Janitor | 12.01 |
| 11210 - Laborer, Grounds Maintenance | 12.94 |
| 11240 - Maid or Houseman | 8.45 |
| 11270 - Pest Controller | 16.02 |
| 11300 - Refuse Collector | 12.66 |
| 11330 - Tractor Operator | 16.32 |
| 11360 - Window Cleaner | 13.09 |
| 12000 - Health Occupations | |
| 12020 - Dental Assistant | 17.79 |
| 12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver | 16.12 |
| 12071 - Licensed Practical Nurse I | 15.28 |
| 12072 - Licensed Practical Nurse II | 17.17 |
| 12073 - Licensed Practical Nurse III | 19.21 |
| 12100 - Medical Assistant | 13.55 |
| 12130 - Medical Laboratory Technician | 15.88 |
| 12160 - Medical Record Clerk | 13.82 |
| 12190 - Medical Record Technician | 15.86 |
| 12221 - Nursing Assistant I | 9.97 |
| 12222 - Nursing Assistant II | 12.12 |
| 12223 - Nursing Assistant III | 12.74 |
| 12224 - Nursing Assistant IV | 14.71 |
| 12250 - Pharmacy Technician | 14.33 |
| 12280 - Phlebotomist | 13.99 |
| 12311 - Registered Nurse I | 25.33 |
| 12312 - Registered Nurse II | 29.83 |
| 12313 - Registered Nurse II, Specialist | 29.83 |
| 12314 - Registered Nurse III | 37.64 |
| 12315 - Registered Nurse III, Anesthetist | 37.64 |
| 12316 - Registered Nurse IV | 45.12 |
| 13000 - Information and Arts Occupations | |
| 13002 - Audiovisual Librarian | 18.50 |
| 13011 - Exhibits Specialist I | 16.82 |
| 13012 - Exhibits Specialist II | 20.96 |
| 13013 - Exhibits Specialist III | 25.57 |
| 13041 - Illustrator I | 16.95 |
| 13042 - Illustrator II | 21.00 |
| 13043 - Illustrator III | 25.61 |
| 13047 - Librarian | 25.09 |
| 13050 - Library Technician | 15.69 |
| 13071 - Photographer I | 14.13 |
| 13072 - Photographer II | 15.81 |
| 13073 - Photographer III | 19.58 |
| 13074 - Photographer IV | 23.95 |
| 13075 - Photographer V | 28.98 |
| 15000 - Laundry, Dry Cleaning, Pressing and Related Occupations | |
| 15010 - Assembler | 9.49 |
| 15030 - Counter Attendant | 9.49 |
| 15040 - Dry Cleaner | 10.59 |
| 15070 - Finisher, Flatwork, Machine | 9.49 |
| 15090 - Presser, Hand | 9.49 |
| 15100 - Presser, Machine, Drycleaning | 9.49 |

| | |
|--|-------|
| 15130 - Presser, Machine, Shirts | 9.49 |
| 15160 - Presser, Machine, Wearing Apparel, Laundry | 9.49 |
| 15190 - Sewing Machine Operator | 11.30 |
| 15220 - Tailor | 13.90 |
| 15250 - Washer, Machine | 10.17 |
| 19000 - Machine Tool Operation and Repair Occupations | |
| 19010 - Machine-Tool Operator (Toolroom) | 18.06 |
| 19040 - Tool and Die Maker | 21.26 |
| 21000 - Material Handling and Packing Occupations | |
| 21010 - Fuel Distribution System Operator | 18.95 |
| 21020 - Material Coordinator | 18.84 |
| 21030 - Material Expediter | 18.84 |
| 21040 - Material Handling Laborer | 14.29 |
| 21050 - Order Filler | 11.78 |
| 21071 - Forklift Operator | 14.70 |
| 21080 - Production Line Worker (Food Processing) | 14.70 |
| 21100 - Shipping/Receiving Clerk | 13.19 |
| 21130 - Shipping Packer | 13.19 |
| 21140 - Store Worker I | 11.44 |
| 21150 - Stock Clerk (Shelf Stocker; Store Worker II) | 13.34 |
| 21210 - Tools and Parts Attendant | 14.80 |
| 21400 - Warehouse Specialist | 14.16 |
| 23000 - Mechanics and Maintenance and Repair Occupations | |
| 23010 - Aircraft Mechanic | 19.45 |
| 23040 - Aircraft Mechanic Helper | 14.96 |
| 23050 - Aircraft Quality Control Inspector | 19.96 |
| 23060 - Aircraft Servicer | 17.03 |
| 23070 - Aircraft Worker | 17.33 |
| 23100 - Appliance Mechanic | 19.47 |
| 23120 - Bicycle Repairer | 14.98 |
| 23125 - Cable Splicer | 20.87 |
| 23130 - Carpenter, Maintenance | 17.33 |
| 23140 - Carpet Layer | 18.55 |
| 23160 - Electrician, Maintenance | 23.44 |
| 23181 - Electronics Technician, Maintenance I | 19.49 |
| 23182 - Electronics Technician, Maintenance II | 21.25 |
| 23183 - Electronics Technician, Maintenance III | 22.55 |
| 23260 - Fabric Worker | 17.45 |
| 23290 - Fire Alarm System Mechanic | 20.60 |
| 23310 - Fire Extinguisher Repairer | 17.63 |
| 23340 - Fuel Distribution System Mechanic | 21.99 |
| 23370 - General Maintenance Worker | 17.81 |
| 23400 - Heating, Refrigeration and Air Conditioning Mechanic | 17.99 |
| 23430 - Heavy Equipment Mechanic | 19.80 |
| 23440 - Heavy Equipment Operator | 19.15 |
| 23460 - Instrument Mechanic | 19.45 |
| 23470 - Laborer | 11.46 |
| 23500 - Locksmith | 17.33 |
| 23530 - Machinery Maintenance Mechanic | 19.64 |
| 23550 - Machinist, Maintenance | 18.11 |
| 23580 - Maintenance Trades Helper | 14.45 |
| 23640 - Millwright | 21.15 |
| 23700 - Office Appliance Repairer | 18.31 |
| 23740 - Painter, Aircraft | 20.97 |
| 23760 - Painter, Maintenance | 17.55 |
| 23790 - Pipefitter, Maintenance | 21.14 |
| 23800 - Plumber, Maintenance | 18.86 |
| 23820 - Pneumatic Systems Mechanic | 19.45 |
| 23850 - Rigger | 19.45 |
| 23870 - Scale Mechanic | 16.73 |

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|--|-------|
| 23890 - Sheet-Metal Worker, Maintenance | 18.23 |
| 23910 - Small Engine Mechanic | 16.73 |
| 23930 - Telecommunication Mechanic I | 20.87 |
| 23931 - Telecommunication Mechanic II | 21.89 |
| 23950 - Telephone Lineman | 20.87 |
| 23960 - Welder, Combination, Maintenance | 17.99 |
| 23965 - Well Driller | 18.18 |
| 23970 - Woodcraft Worker | 19.45 |
| 23980 - Woodworker | 16.73 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 10.02 |
| 24580 - Child Care Center Clerk | 11.40 |
| 24600 - Chore Aid | 8.71 |
| 24630 - Homemaker | 13.88 |
| 25000 - Plant and System Operation Occupations | |
| 25010 - Boiler Tender | 21.91 |
| 25040 - Sewage Plant Operator | 21.70 |
| 25070 - Stationary Engineer | 21.91 |
| 25190 - Ventilation Equipment Tender | 15.99 |
| 25210 - Water Treatment Plant Operator | 21.70 |
| 27000 - Protective Service Occupations | |
| (not set) - Police Officer | 28.59 |
| 27004 - Alarm Monitor | 17.84 |
| 27006 - Corrections Officer | 20.14 |
| 27010 - Court Security Officer | 21.47 |
| 27040 - Detention Officer | 20.14 |
| 27070 - Firefighter | 23.38 |
| 27101 - Guard I | 9.09 |
| 27102 - Guard II | 16.02 |
| 28000 - Stevedoring/Longshoremen Occupations | |
| 28010 - Blocker and Bracer | 19.39 |
| 28020 - Hatch Tender | 19.39 |
| 28030 - Line Handler | 19.39 |
| 28040 - Stevedore I | 16.87 |
| 28050 - Stevedore II | 22.06 |
| 29000 - Technical Occupations | |
| 29150 - Graphic Artist | 20.00 |
| 29010 - Air Traffic Control Specialist, Center (2) | 34.54 |
| 29011 - Air Traffic Control Specialist, Station (2) | 24.05 |
| 29012 - Air Traffic Control Specialist, Terminal (2) | 25.27 |
| 29023 - Archeological Technician I | 17.88 |
| 29024 - Archeological Technician II | 19.99 |
| 29025 - Archeological Technician III | 24.78 |
| 29030 - Cartographic Technician | 24.78 |
| 29035 - Computer Based Training (CBT) Specialist/ Instructor | 30.38 |
| 29040 - Civil Engineering Technician | 20.19 |
| 29061 - Drafter I | 15.38 |
| 29062 - Drafter II | 17.25 |
| 29063 - Drafter III | 19.99 |
| 29064 - Drafter IV | 24.76 |
| 29081 - Engineering Technician I | 14.36 |
| 29082 - Engineering Technician II | 16.83 |
| 29083 - Engineering Technician III | 20.09 |
| 29084 - Engineering Technician IV | 23.53 |
| 29085 - Engineering Technician V | 27.04 |
| 29086 - Engineering Technician VI | 32.73 |
| 29090 - Environmental Technician | 23.39 |
| 29100 - Flight Simulator/Instructor (Pilot) | 36.14 |
| 29160 - Instructor | 23.85 |
| 29210 - Laboratory Technician | 17.66 |

| | |
|---|-------|
| 29240 - Mathematical Technician | 24.76 |
| 29361 - Paralegal/Legal Assistant I | 17.57 |
| 29362 - Paralegal/Legal Assistant II | 21.76 |
| 29363 - Paralegal/Legal Assistant III | 26.62 |
| 29364 - Paralegal/Legal Assistant IV | 32.21 |
| 29390 - Photooptics Technician | 24.76 |
| 29480 - Technical Writer | 27.78 |
| 29491 - Unexploded Ordnance (UXO) Technician I | 21.15 |
| 29492 - Unexploded Ordnance (UXO) Technician II | 25.59 |
| 29493 - Unexploded Ordnance (UXO) Technician III | 30.67 |
| 29494 - Unexploded (UXO) Safety Escort | 21.15 |
| 29495 - Unexploded (UXO) Sweep Personnel | 21.15 |
| 29620 - Weather Observer, Senior (3) | 20.79 |
| 29621 - Weather Observer, Combined Upper Air and Surface Programs (3) | 18.34 |
| 29622 - Weather Observer, Upper Air (3) | 18.34 |
| 31000 - Transportation/ Mobile Equipment Operation Occupations | |
| 31030 - Bus Driver | 15.52 |
| 31260 - Parking and Lot Attendant | 7.94 |
| 31290 - Shuttle Bus Driver | 14.43 |
| 31300 - Taxi Driver | 11.72 |
| 31361 - Truckdriver, Light Truck | 14.43 |
| 31362 - Truckdriver, Medium Truck | 18.23 |
| 31363 - Truckdriver, Heavy Truck | 18.99 |
| 31364 - Truckdriver, Tractor-Trailer | 18.99 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Animal Caretaker | 10.16 |
| 99030 - Cashier | 10.00 |
| 99041 - Carnival Equipment Operator | 11.89 |
| 99042 - Carnival Equipment Repairer | 12.82 |
| 99043 - Carnival Worker | 9.30 |
| 99050 - Desk Clerk | 9.85 |
| 99095 - Embalmer | 20.60 |
| 99300 - Lifeguard | 11.11 |
| 99310 - Mortician | 20.60 |
| 99350 - Park Attendant (Aide) | 13.74 |
| 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech) | 10.92 |
| 99500 - Recreation Specialist | 12.36 |
| 99510 - Recycling Worker | 16.19 |
| 99610 - Sales Clerk | 10.92 |
| 99620 - School Crossing Guard (Crosswalk Attendant) | 11.45 |
| 99630 - Sport Official | 9.50 |
| 99658 - Survey Party Chief (Chief of Party) | 16.91 |
| 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.) | 15.38 |
| 99660 - Surveying Aide | 9.39 |
| 99690 - Swimming Pool Operator | 14.09 |
| 99720 - Vending Machine Attendant | 11.88 |
| 99730 - Vending Machine Repairer | 14.09 |
| 99740 - Vending Machine Repairer Helper | 11.88 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the

performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

~~The process for preparing a conformance request is as follows:~~

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorize representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employee performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process t request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

□

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 10

| | | | | | | | |
|--|--|-------------------|--|--|--|--|--|
| 5. ISSUING OFFICE (Type or print) | | 6. EFFECTIVE DATE | | 7. REQUESTING OFFICE (Type or print) | | 8. PROJECT NO. (if applicable) | |
| P00003 6. ISSUED BY | | 05/31/2007 | | U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536 | | ICE | |
| U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536 | | ICE | | 7. ADMINISTERED BY (if other than Item 6) | | CODE ICE | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) | | (x) | | 9A. AMENDMENT OF SOLICITATION NO. | | | |
| THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242 | | | | 9B. DATED (SEE ITEM 11) | | | |
| CODE 6127064650000 | | FACILITY CODE | | X | | 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCROP-06-D-00010 | |
| | | | | | | 10B. DATED (SEE ITEM 11) 09/29/2006 | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

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

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

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

Tax ID Number: 65-0043078

DUNS Number: 612706465

The following administrative modification is to do the following:

1. Adopt the following changes in the accompanying attachment for Attachment 5 regarding the EOIR Space Requirements.
2. Make a change in the contract that allows for ICE employees to be issued permanent or twenty-four hour keys as needed to perform job functions.

All other terms and conditions remain the same.

Continued ...

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

| | | | |
|---|------------------|--|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | |
| | | James D Adams | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 15B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| (Signature of person authorized to sign) | | <i>James D Adams</i> (Signature of Contracting Officer) | 1 June 07 |

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCBOP-06-D-00010/P00003

PAGE OF
2 10

NAME OF OFFEROR OR CONTRACTOR
THE GEO GROUP INC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | Period of Performance: 06/01/2007 to 05/31/2008 | | | | |

ATTACHMENT 5 EOIR SPACE REQUIREMENTS

I. SPACE

- A) Space must provide a minimum of 4,500 square feet of contiguous occupiable space inclusive of two courtrooms,
- B) The design of the premises, especially building core, must be conducive to efficient layout and good utilization.
- C) EOIR space should be clearly delineated and separated to the maximum extent practicable from ICE space. This separation and delineation will not only reduce the possibility of improper ex parte communication, but it will also make clear to the public that the Immigration Court is an entirely distinct entity from ICE.
- D) Exterior Signage: An entrance sign is to be provided and installed. The sign may be free standing or mounted on the building. Lettering shall read:

U.S. Department of Justice Immigration Court

- E) Hours of normal operation: Monday through Friday from 7:30 a.m. to 4:30 p.m.

II. SECURITY REQUIREMENTS

- A) Contiguous space is required. Space will be accessible to the public while providing adequate security measures. Unique building siting and / or security issues and concerns may also preclude building occupancy.
- B) Secured internal circulation is required. Internal secured vertical access to be provided.
- C) If slab-to-slab walls are not possible, woven wire fabric 10 gauge, or better, must be installed in false ceilings to prevent unauthorized entry. Wall surrounding Ballistic-related Transaction Window shall be a masonry block wall.
- D) Agency requires the establishment of a public access control (PAC) point where visitors are required to pass through a screening area containing a guard(s), a magnetometer, and / or X-ray equipment prior to visiting the court.

- E) There shall be the installation and wiring of a fully operational duress system, which, when activated, will summon an immediate armed response and engage ceiling mounted strobe lights. Duress system components are as follows:**
- i. Panic buttons shall be cylinder slide, no noise; alarm reset with key operation.**
 - ii. Controller shall be Radionics #D7212B or equivalent**
 - iii. Electronic keypad shall be Radionics ID 1255 or equivalent**
 - iv. Strobe lights shall be SECO-LARM SL-126 ceiling / wall mount or equivalent.**
 - v. Wiring shall be steel shield or conduit, 18-22 gauge, four conductor, copper.**

- F) The judge's private entrance / exit door in each courtroom will be equipped with a Simplex Unican lock, viewpoint, deadbolt and an Electronic Door Release System (EDRS) incorporated into the duress alarm system (the duress button will activate the EDRS).**

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

- i. Electronic strike shall be Rutherford #71 14 or equivalent.**
- ii. Momentary switch shall be Ace II Switch Locks # 4073-70DDC.**
- iii. Power supply shall be Securitron #BPS - 12 - 3 or equivalent.**
- iv. Timer shall be Securitron #TM-8.**
- v. Deadbolt shall be Schlage #B680 or equivalent.**
- vi. Viewpoint shall be Ivcs #698 or equivalent.**

- G) Door from waiting area into agency administrative area to be equipped with an electric door strike with remote release button to be accessible by the receptionist in the main work area. An electronic signal shall be located at the reception window. Components are as follows:**

- i. Electric strike shall be Rutherford Model 7114 (or equivalent) with BZ-24 buzzer.**
- ii. Momentary switch, ACE II switch Locks Model #4073-70DDC or equivalent.**
- iii. Power supply, Securitron Model BPS - 12 - 3 or equivalent.**

- H) Daytime cleaning is required during the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

SECURITY ACCESS:

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

SECURITY ACCESS: DENIAL RIGHTS

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

III PARKING AND TRANSPORTATION

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

IV PARTITIONS

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

PARTITIONS: SUBDIVIDING:

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

V DOORS

A perimeter access doors must be heavy duty, full flush, hollow steel construction, or solid core wood with mechanical lock key override, door closure and viewpoint. Hinges, pivots, and pins shall be installed in a manner, which prevents removal when the door is closed and locked, tempered opaque glass at entrance to agency suite permitted. Wood doors shall be at least 1 ¾ inches thick. All doors to be lever equipped to comply with the Americans with Disability ACT (ADA). Interior doors as per approved by Department of Homeland Security Bureau of Immigration and Customs Enforcement plans received on March 23, 2007.

DOOR HARDWARE:

Doors shall have door handles or door pulls with heavy weight hinges. All doors shall have corresponding door stops (wall or floor mounted). All public use doors and toilet room doors shall be equipped with kick plates. All door entrances from public corridors and exterior doors shall have automatic door

closures. All door entrances from public corridors, exterior doors and other doors designated by the Agency shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks to be master keyed. The Agency shall be furnished with at least two master keys for each lock. Door identification shall be installed in approved locations adjacent to courtroom and public entrances.

WINDOWS: Building standard window treatment for sun control.

VI VENTILATION

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

VII OFFICE SPACE

- A) Private offices:
Standard office build-out, solid core wood door with building standard lock set. Court Administrator to receive a duress activation button at desk location.
- B) Waiting Area:
 - i. Wall separating the Waiting Area from Reception Area shall extend slab-to-slab, STC of 40.
 - ii. A pass through drawer will be installed under this window. Transaction window to have a hinged lockable panel for file / paper exchange.
 - iii. Matching laminate counters (15" D x approximate 8-LF) to be installed on both the Waiting Area and Receptionist Area sides of the transaction window. Contractor to provide a minimum of three (3) samples of laminate.
- C) Reception / Administrative Area:
 - i. Standard office build-out.

- ii. Door from waiting area into agency administrative area to be equipped with an electronic door strike.
- iii. Duress alarm activation button located at reception window within Agency Secure Area.

D) Case File Room:
Vinyl floor covering; standard office build-out; door to have Unican combination lock

E) Computer Room:

- i. Slab-to-slab partitioning, STC of 40, door to have Simplex Unican lock.
- ii. Furnish and install a 4' x 4' x 3/4" plywood mounting board for the Agency's provided telephone equipment.
- iii. Furnish and install a thermostatically controlled suspended ceiling type supplemental air-conditioning system or separately zoned cooling capacity to be capable of maintaining a temperature range of 65 to 75 degrees Fahrenheit and a humidity range of 40% to 60%; 24 hours a day.
- iv. Furnish and install three (3) quadruplex electrical outlets, 120 V-20A, 3 wire, single phase receptacle type – NEMA 5-20R, individual branch electrical circuit, isolated ground, orange.
- v. Furnish and install one (1) duplex electrical outlet(s), 120-20A, 3 wire, single phase receptacle type – NEMA 5-20R, individual branch electrical circuit, orange at 54" AFF.
- vi. Supply, install, label, terminate and test Category 5, eight wire twisted pair plenum rated cable runs 10 connect from computer workstations to the computer room. Cable runs will originate at each workstation location with a single AT&T, 8-pin, RJ 45 jack (pin-out configuration: 1,2; 3,6; 4,5; 7,8) and will terminate and be hard wired into the back of a patch panel that meets TIA/EIA-568B Category 5e standards in the ADP Room and each cable at the workstation locations. The patch panel to be installed in a floor-mounted upright distribution rack located in the computer room. Each end to be clearly marked to uniquely identify each cable in the computer room and each at the workstations locations. Each cable shall be tested for Category 5e certification (certification documents to be sent to EOIR at the above address).

Each cable run will be supplied with a 15'-0" patch cord at the computer workstation and a 3'-0" patch cord at the patch panel. Patch cords shall have an AT&T, 8-pin, RJ45 single plug on each end (pin-point configuration straight through; 1,2; 3,6; 4,5; 7,8) and shall be tested for Category 5e certification.

All work shall be performed by qualified personnel in a workmanlike manner, in accordance with the manufacturer's specifications, local codes and the best trade practices. All lines shall be run concealed in the ceiling and will be attached every twenty (20) feet in the required fasteners. No wiring will lie on ceiling tiles. Where wiring passes through a floor deck or wall and is not otherwise concealed or run in a protected electrical closet or exposed and could be subject to tampering or any form of mechanical abuse it shall be installed in Wiremold or other suitable protective covering or proper electric conduit.

F) Courtroom

1. Slab-to-slab partitioning, STC of 45, and supplemental, separately zoned HVAC to support approximately 50 people.
2. Each courtroom to be equipped with one 20'L x 7'W x 7"H (approximate) raised dais, carpeted to match carpet in rest of courtroom. 3 public entrance door to courtroom to achieve a minimum opening of 3'-6".
3. Each judge's bench to be equipped with a silent duress alarm activation button located in the knee space of each bench. Contractor to be responsible for the installation of wire through conduit in the raised dais to the control unit location. The activation button must be pre-wired, maintaining an 8'-0" lead to facilitate mounting on the bench.
4. The judge's private entrance / exit door in each courtroom will be equipped with a Simplex T-1 lock, viewport, deadbolt, and an Electric Door Release System (ERDS) incorporated into the duress alarm system.
5. Furnish and install two (2) flush floor mounted receptacles on each raised dais. One shall contain a quadruplex, two telephone outlets, one data outlet, and three pull strings; one shall contain a quadruplex, two data signal outlets, one telephone outlet, and two pull strings. Type: Walkerflex AF Series Distribution service modules. Configuration: WAF-1-HDDH-BLK or equal. Additionally, install three receptacles flush with floor in attorney well area each to contain duplex receptacles and for microphone and speakerphone connections.

G) Break Room

1. Standard office build-out with vinyl floor covering.

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

H) Staff Toilet

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

1. Ceramic tile: flooring and wall (half height of wall) with paint above.
2. The room shall be equipped with one water closet, one lavatory, water basin, storage cabinet, mirror, paper towel dispenser, toilet paper holder, soap dispenser, waste receptacle, and one GFI duplex electrical outlet.

ICE shall furnish the hearing room with the following courtroom furnishings:

- A – Judges' Bench
- B – Pews for public seating

FINSIH AND FLOORING SPECIFICATIONS

Specifications to match approved finish schedule and finish specifications as indicated on drawings provided by Department of Homeland Security Bureau of Immigration and Customs Enforcement GEO received on March 23, 2007.

Paint:

General Space: (To match existing)
Specifications:

Wood Cap: (To match existing)
Specification:

Dais Wall: (To match existing courtroom)
Specification:

Vinyl Wall Covering:

Manufacturer: (To match existing)
Specification:

Carpet:

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

Manufacturer: (To match existing)

Specification:

Vinyl Base Molding:

Manufacturer: (To match existing)

Specification:

Break Room Counter:

Manufacturer: (To match existing)

Specification:

Break Room Cabinets:

Manufacturer: (To match existing)

Specification:

Waiting Room Counter:

Manufacturer: (To match existing)

Restroom:

Manufacturer: (To match existing)

Good to go

1 9

3 AMENDMENT/ MODIFICATION NO. 4 EFFECTIVE DATE 5 SOLICITATION/ CONTRACT ORDER NO. 6 PROCESSING NO. (if applicable)

F00004 06/04/2007 U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536

8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) THE GEO GROUP INC 621 NW 53RD ST STE 700 BOCA RATON FL 334878242

9A AMENDMENT OF SOLICITATION NO. 9B DATED (SEE ITEM 11) 10A MODIFICATION OF CONTRACT/ORDER NO. ESCBOP-06-D-00010 10B DATED (SEE ITEM 11) 09/29/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the closing hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required) 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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

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

Tax ID Number: 65-0043078 DUNS Number: 612706465 The following administrative modification is to do the following:

- 1. Remove and change items as needed based on discussions with the customer and vendor regarding EOIR Space Requirements in Attachment 5. 2. Allow for ICE employees to be issued permanent keys as needed to perform job functions.

An updated copy of Attachment 5 is included with this modification. All other terms and conditions remain the same. Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) AMBERLEA MARTIN Vice President, Contract Compliance The GEO Group, Inc. 15B. CONTRACTOR OFFICER 15C. DATE SIGNED 6-4-07 15D. UNITED STATES OF AMERICA 15E. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D Adams 15F. DATE SIGNED 4 June 2007

NSN 7540-01-152-9070 Previous edition unstable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 83.243

CONFIRMATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCROP-06-D-00010/P00004

PAGE OF
2 9

NAME OF OFFEROR OR CONTRACTOR
THE GBO GROUP INC

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | Period of Performance: 06/01/2007 to 05/31/2008 | | | | |

NSN 7540-01-182-9007

OPTIONAL FORM 328 (4-95)
Sponsored by GSA
FAR (48) CFR 63.110

ATTACHMENT 5 EOIR SPACE REQUIREMENTS

I. SPACE

- A) Space must provide a minimum of 4,500 square feet of contiguous occupiable space inclusive of two courtrooms,
- B) The design of the premises, especially building core, must be conducive to efficient layout and good utilization.
- C) EOIR space should be clearly delineated and separated to the maximum extent practicable from ICE space. This separation and delineation will not only reduce the possibility of improper ex parte communication, but it will also make clear to the public that the Immigration Court is an entirely distinct entity from ICE.
- D) Exterior Signage: An entrance sign is to be provided and installed. The sign may be free standing or mounted on the building. Lettering shall read:

U.S. Department of Justice Immigration Court

- E) Hours of normal operation: Monday through Friday from 7:45 a.m. to 4:15 p.m.

II. SECURITY REQUIREMENTS

- A) Contiguous space is required. Space will be accessible to the public while providing adequate security measures. Unique building siting and / or security issues and concerns may also preclude building occupancy.
- B) Secured internal circulation is required. Internal secured vertical access to be provided.
- C) If slab-to-slab walls are not possible, woven wire fabric 10 gauge, or better, must be installed in false ceilings to prevent unauthorized entry. Wall surrounding Ballistic-related Transaction Window shall be a masonry block wall.
- D) Agency requires the establishment of a public access control (PAC) point where visitors are required to pass through a screening area containing a guard(s), a magnetometer, and / or X-ray equipment prior to visiting the court.

E) There shall be the installation and wiring of a fully operational duress system, which, when activated, will summon an immediate armed response and engage ceiling mounted strobe lights. Duress system components are as follows:

- i. Panic buttons shall be cylinder slide, no noise; alarm reset with key operation.
- ii. Controller shall be Radionics #D7212B or equivalent
- iii. Electronic keypad shall be Radionics ID 1255 or equivalent
- iv. Strobe lights shall be SECO-LARM SL-126 ceiling / wall mount or equivalent.
- v. Wiring shall be steel shield or conduit, 18-22 gauge, four conductor, copper.

F) The judge's private entrance / exit door in each courtroom will be equipped with a Simplex Unican lock, viewpoint, deadbolt and an Electronic Door Release System (EDRS) incorporated into the duress alarm system (the duress button will activate the EDRS).

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

EDRS system components are as follows:

- i. Electronic strike shall be Rutherford #71 14 or equivalent.
- ii. Momentary switch shall be Ace II Switch Locks # 4073-7ODDC.
- iii. Power supply shall be Securitron #BPS - 12 - 3 or equivalent.
- iv. Timer shall be Securitron #TM-8.
- v. Deadbolt shall be Schlage #B680 or equivalent.
- vi. Viewpoint shall be Ivcs #698 or equivalent.

G) Door from waiting area into agency administrative area to be equipped with an electric door strike with remote release button to be accessible by the receptionist in the main work area. An electronic signal shall be located at the reception window. Components are as follows:

- i. Electric strike shall be Rutherford Model 7114 (or equivalent) with BZ-24 buzzer.
- ii. Momentary switch, ACE II switch Locks Model #4073-7ODDC or equivalent.
- iii. Power supply, Securitron Model BPS - 12 - 3 or equivalent.

- H) Daytime cleaning is required during the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

SECURITY ACCESS:

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

SECURITY ACCESS: DENIAL RIGHTS

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

III. PARKING AND TRANSPORTATION

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

IV PARTITIONS

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

PARTITIONS: SUBDIVIDING:

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

V DOORS

A perimeter access doors must be heavy duty, full flush, hollow steel construction, or solid core wood with mechanical lock key override, door closure and viewpoint. Hinges, pivots, and pins shall be installed in a manner, which prevents removal when the door is closed and locked, tempered opaque glass at entrance to agency suite permitted. Wood doors shall be at least 1 3/4 inches thick. All doors to be lever equipped to comply with the Americans with Disability ACT (ADA). Interior doors as per approved by Department of Homeland Security Bureau of Immigration and Customs Enforcement plans received on March 23, 2007.

DOOR HARDWARE:

Doors shall have door handles or door pulls with heavy weight hinges. All doors shall have corresponding door stops (wall or floor mounted). All public use doors and toilet room doors shall be equipped with kick plates. All door entrances from public corridors and exterior doors shall have automatic door

closures. All door entrances from public corridors, exterior doors and other doors designated by the Agency shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks to be master keyed. The Agency shall be furnished with at least two master keys for each lock. Door identification shall be installed in approved locations adjacent to courtroom and public entrances.

WINDOWS: Building standard window treatment for sun control.

VI VENTILATION

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

VII OFFICE SPACE

- A) Private offices:
Standard office build-out, solid core wood door with building standard lock set. Court Administrator to receive a duress activation button at desk location.
- B) Waiting Area:
 - i. Wall separating the Waiting Area from Reception Area shall extend slab-to-slab, STC of 40.
 - ii. A pass through drawer will be installed under this window. ~~Transaction window to have a hinged lockable panel for file / paper exchange.~~
 - iii. Matching laminate counters (15" D x approximate 8-LF) to be installed on both the Waiting Area and Receptionist Area sides of the transaction window. Contractor to provide a minimum of three (3) samples of laminate.
- C) Reception / Administrative Area:
 - i. Standard office build-out.

- ii. Door from waiting area into agency administrative area to be equipped with an electronic door strike.
- iii. Duress alarm activation button located at reception window within Agency Secure Area.

D)

Case File Room:

Vinyl floor covering; standard office build-out; door to have Unican combination lock

E)

Computer Room:

- i. Slab-to-slab partitioning, STC of 40, door to have Simplex Unican lock.
- ii. Furnish and install a thermostatically controlled suspended ceiling type supplemental air-conditioning system or separately zoned cooling capacity to be capable of maintaining a temperature range of 65 to 75 degrees Fahrenheit and a humidity range of 40% to 60%; 24 hours a day.

F)

Courtroom

- 1. Slab-to-slab partitioning, STC of 45, and supplemental, separately zoned HVAC to support approximately 50 people.
- 2. Each courtroom to be equipped with one 20'L x 7'W x 7"H (approximate) raised dais, carpeted to match carpet in rest of courtroom. 3 public entrance door to courtroom to achieve a minimum opening of 3'-6".
- 3. Each judge's bench to be equipped with a silent duress alarm activation button located in the knee space of each bench. Contractor to be responsible for the installation of wire through conduit in the raised dais to the control unit location. The activation button must be pre-wired, maintaining an 8'-0" lead to facilitate mounting on the bench.
- 4. The judge's private entrance / exit door in each courtroom will be equipped with a Simplex Unican lock, viewport, deadbolt, and an Electric Door Release System (ERDS) incorporated into the duress alarm system.
- 5. Furnish and install two (2) flush floor mounted receptacles on each raised dais. One shall contain a quadruplex, two telephone outlets, one data outlet, and three pull strings; one shall contain a quadruplex, two data signal outlets, one telephone outlet, and two pull strings. Type: Walkerflex AF Series Distribution service modules. Configuration: WAF-1-HDDH-BLK

or equal. Additionally, install three receptacles flush with floor in attorney well area each to contain duplex receptacles and for microphone and speakerphone connections.

G) Break Room

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

H) Staff Toilet

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

1. Ceramic tile: flooring and wall (half height of wall) with paint above.
2. The room shall be equipped with one water closet, one lavatory, water basin, storage cabinet, mirror, paper towel dispenser, toilet paper holder, soap dispenser, waste receptacle, and one GFI duplex electrical outlet.

ICE shall furnish the hearing room with the following courtroom furnishings:

- A – Judges' Bench
- B – Pews for public seating

FINISH AND FLOORING SPECIFICATIONS

Specifications to match approved finish schedule and finish specifications as indicated on drawings provided by Department of Homeland Security Bureau of Immigration and Customs Enforcement GEO received on March 23, 2007.

Paint:

General Space: (To match existing)
Specifications:

Wood Cap: (To match existing)
Specification:

Manufacturer: (To match existing)

Specification:

Carpet:

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

Manufacturer: (To match existing)

Specification:

Vinyl Base Molding:

Manufacturer: (To match existing)

Specification:

Break Room Counter:

Manufacturer: (To match existing)

Specification:

Break Room Cabinets:

Manufacturer: (To match existing)

Specification:

Walling Room Counter:

Manufacturer: (To match existing)

Restroom:

Manufacturer: (To match existing)