

**ORDER FOR SUPPLIES OR SERVICES**

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

1. DATE OF ORDER 06/27/2008	2. CONTRACT NO. (If any) HSCEOP-07-D-00 001	6. SHIP TO:		
3. ORDER NO. HSCEDM-09-F-00 003		4. REQUISITION/REFERENCE NO. See Schedule		
5. ISSUING OFFICE (Address correspondence to) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536		a. NAME OF CONSIGNEE Multiple Destinations		
7. TO:		f. SHIP VIA		
a. NAME OF CONTRACTOR MVM INC		8. TYPE OF ORDER		
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY		
c. STREET ADDRESS 1593 SPRING HILL ROAD SUITE 700		REFERENCE YOUR:  Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. CITY VIENNA	e. STATE VA	f. ZIP CODE 22182-2249		
9. ACCOUNTING AND APPROPRIATION DATA		10. REQUISITIONING OFFICE Immigration and Customs Enforcement		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS				Destination
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award	16. DISCOUNT TERMS  b2Low
a. INSPECTION Destination	b. ACCEPTANCE Destination			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 038049532 Program POC: Paul Muller     b2Low     or William Molina     b2Low  Procurement POC: Paul Previch     b2Low  Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			17(i) GRAND TOTAL
a. NAME     Dallas Finance Center			
b. STREET ADDRESS     P.O. Box 561567 (or P.O. Box)			
c. CITY     Dallas	d. STATE     TX	e. ZIP CODE     75356-1567	

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) James D. Adams TITLE: CONTRACTING/ORDERING OFFICER
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PREVIOUS EDITION NOT USABLE

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

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

DATE OF ORDER 06/27/2008	CONTRACT NO. HSCEOP-07-D-00 001	ORDER NO. HSCEDM-09-F-00 003
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>This task order is to cover services under contract HSCEOP-07-D-00001 for the FY 09 period of 10/1/2008 through 9/30/2009 and is subject to the availability of FY 09 funds.</p> <p>The following clause applies: 52.232-18 Availability of Funds . Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. Period of Performance: 10/01/2008 to 09/30/2009</p>					
2001	<p>DETENTION OFFICERS (PERMANENT POS TS) 76,000 HRS X <b>b4</b> IR =: <b>b4</b> Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES Requisition No: FMI-09-001</p> <p>Delivery Location Code: AGUA/SPC AGUADILLA SERVICE PROCESSING CENTER 505 GUN ROAD AGUADILLA PR 00603 Accounting Info:</p> <p align="center"><b>b2Low</b></p> <p>Funded: \$0.00 \$0.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)</p>		HR	0.00	0.00	
2002	<p>SUPERVISORY DETENTION OFFICERS 8,760 HRS X <b>b4</b> R = <b>b4</b> Continued ...</p>		HR	0.00	0.00	

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

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DATE OF ORDER 06/27/2008	CONTRACT NO. HSCEOP-07-D-00 001	ORDER NO. HSCEDM-09-F-00 003
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SE RVICES Requisition No: FMI-09-001  Delivery Location Code: AGUA/SPC AGUADI LLA SERVICE PROCESSING CEN TER 505 GUN ROAD AGUADI LLA PR 00603 Accounting Info:  b2Low  Funded: \$0.00 \$0.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)					
2003	DETENTION OFFICERS(ON-CALL POSTS ) 10,000 HRS X b4 HR = \$ b4 Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SE RVICES Requisition No: FMI-09-001  Delivery Location Code: AGUA/SPC AGUADI LLA SERVICE PROCESSING CEN TER 505 GUN ROAD AGUADI LLA PR 00603 Accounting Info:  b2Low  Funded: \$0.00 \$0.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)		HR	0.00	0.00	
2004	LODGING AT AGUADILLA SITE 800 NIGHTS @ b4 PER = : b4 Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SE RVICES Requisition No: FMI-09-001 Continued ...		EA	0.00	0.00	

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

DATE OF ORDER 06/27/2008 CONTRACT NO. HSCEOP-07-D-00 001

ORDER NO. HSCEDM-09-F-00 003

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Delivery Location Code: AGUA/SPC AGUADILLA SERVICE PROCESSING CEN TER 505 GUN ROAD AGUADILLA PR 00603 Accounting Info:  b2Low  Funded: \$0.00 \$0.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)					
2005E	SPECIAL MEALS @ AGUADILLA SITE 1,000 MEALS @ b4 EA = \$ b4 Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SE RVICES Requisition No: FMI-09-001  Delivery Location Code: AGUA/SPC AGUADILLA SERVICE PROCESSING CEN TER 505 GUN ROAD AGUADILLA PR 00603 Accounting Info:  b2Low  Funded: \$0.00 \$0.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)		EA	0.00	0.00	
2005AB	LUNCH @ AGUADILLA SITE 23,893 @ \$ b4 'EA = \$ b4 Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SE RVICES Requisition No: FMI-09-001  Delivery Location Code: AGUA/SPC AGUADILLA SERVICE PROCESSING CEN TER 505 GUN ROAD Continued ...		EA	0.00	0.00	

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

DATE OF ORDER 06/27/2008	CONTRACT NO. HSCEOP-07-D-00 001	ORDER NO. HSCEDM-09-F-00 003
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	AGUADILLA PR 00603 Accounting Info:  b2Low  Funded: \$0.00 \$0.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)					
2005AD	BOX LUNCH @ AGUADILLA SITE 1,000 @ \$ b4 /EA = \$ b4 Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SE RVICES Requisition No: FMI-09-001  Delivery Location Code: AGUA/SPC AGUADILLA SERVICE PROCESSING CEN TER 505 GUN ROAD AGUADILLA PR 00603 Accounting Info:  b2Low  Funded: \$0.00 \$0.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)		EA	0.00	0.00	
2005AA	BREAKFAST @ AGUADILLA SITE 23,893 @ \$ b4 EA = \$ b4 Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SE RVICES Requisition No: FMI-09-001  Delivery Location Code: AGUA/SPC AGUADILLA SERVICE PROCESSING CEN TER 505 GUN ROAD AGUADILLA PR 00603 Accounting Info:  b2Low		EA	0.00	0.00	
	Continued ...					

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DATE OF ORDER 06/27/2008	CONTRACT NO. HSCEOP-07-D-00 001	ORDER NO. HSCEDM-09-F-00 003
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	FMI Funded: \$0.00 \$0.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)					
2005AC	DINNER @ AGUADILLA SITE 23,893 @ \$ b4 EA = Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES Requisition No: FMI-09-001  Delivery Location Code: AGUA/SPC AGUADILLA SERVICE PROCESSING CENTER 505 GUN ROAD AGUADILLA PR 00603 Accounting Info:  b2Low  Funded: \$0.00 \$0.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)		EA	0.00	0.00	
2006	TRANSPORTATION @ AGUADILLA SITE 50,000 @ \$ b4 EA = \$ b4 Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES Requisition No: FMI-09-001  Delivery Location Code: AGUA/SPC AGUADILLA SERVICE PROCESSING CENTER 505 GUN ROAD AGUADILLA PR 00603 Accounting Info:  b2Low  Funded: \$0.00 \$0.00 (Subject to Availability of Funds) Continued ...		EA	0.00	0.00	

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**ORDER FOR SUPPLIES OR SERVICES  
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DATE OF ORDER 06/27/2008	CONTRACT NO. HSCEOP-07-D-00 001	ORDER NO. HSCEDM-09-F-00 003
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	\$0.00 (Subject to Availability of Funds)					
2007AB	<p>GENERAL FACILITY MAINTENANCE MATERIAL: \$ b4</p> <p>Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES Requisition No: FMI-09-001</p> <p>Delivery Location Code: AGUA/SPC AGUADILLA SERVICE PROCESSING CENTER 505 GUN ROAD AGUADILLA PR 00603 Accounting Info:</p> <p align="center">b2Low</p> <p>Funded: \$0.00 \$0.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)</p>		LT	0.00	0.00	
2007AA	<p>GENERAL FACILITY MAINTENANCE LABOR: 1,920 HRS X \$ b4 /HR = \$ b4</p> <p>Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES Requisition No: FMI-09-001</p> <p>Delivery Location Code: AGUA/SPC AGUADILLA SERVICE PROCESSING CENTER 505 GUN ROAD AGUADILLA PR 00603 Accounting Info:</p> <p align="center">b2Low</p> <p>Funded: \$0.00 \$0.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)</p>		HR	0.00	0.00	
2008AB	<p>EMERGENCY FACILITY MAINTENANCE MATERIAL: Continued ...</p>		EA	0.00	0.00	

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**ORDER FOR SUPPLIES OR SERVICES  
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DATE OF ORDER 06/27/2008	CONTRACT NO. HSCEOP-07-D-00001	ORDER NO. HSCEDM-09-F-00003
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>§ b4</p> <p>Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES Requisition No: FMI-09-001</p> <p>Delivery Location Code: AGUA/SPC AGUADILLA SERVICE PROCESSING CENTER 505 GUN ROAD AGUADILLA PR 00603 Accounting Info:</p> <p align="center">b2Low</p> <p>Funded: \$0.00 \$0.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)</p>					
2008AA	<p>EMERGENCY FACILITY MAINTENANCE LABOR: 1,000 HRS X § b4 /HR = § b4</p> <p>Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES Requisition No: FMI-09-001</p> <p>Delivery Location Code: AGUA/SPC AGUADILLA SERVICE PROCESSING CENTER 505 GUN ROAD AGUADILLA PR 00603 Accounting Info:</p> <p align="center">b2Low</p> <p>Funded: \$0.00 \$0.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)</p>		HR	0.00	0.00	
2009	<p>GROUNDS KEEPING @ AGUADILLA SITE 26 EACH X § b4 = \$ b4</p> <p>Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES Continued ...</p>		EA	0.00	0.00	

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**ORDER FOR SUPPLIES OR SERVICES  
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DATE OF ORDER 06/27/2008 CONTRACT NO. HSCEOP-07-D-00 001

ORDER NO. HSCEDM-09-F-00 003

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Requisition No: FMI-09-001  Delivery Location Code: AGUA/SPC AGUADILLA SERVICE PROCESSING CEN TER 505 GUN ROAD AGUADILLA PR 00603 Accounting Info:  b2Low  Funded: \$0.00 \$0.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)					
2011	DETENTION OFFICERS(PERMANENT POS T) @ GSA SITE :43,800 HR X : b4 /HR = \$ b4 Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SE RVICES Requisition No: FMI-09-002  Delivery Location Code: DRO/SJGS A SAN JUAN GSA BUILDING HIGHWAY 28/INTERSECTION ROAD 165 GUAYNA BO PR 00968 Accounting Info:  b2Low  Funded: \$0.00 \$0.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)		HR	0.00	0.00	
2012	SUPERVISORY DETENTION OFFICER (PERMANENT POST) @ GSA SITE: 8,760 HRS X : b4 /HR = \$ b4 Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SE RVICES Requisition No: FMI-09-002  Delivery Location Code: DRO/SJGS A Continued ...		HR	0.00	0.00	

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DATE OF ORDER 06/27/2008  
CONTRACT NO. HSCEOP-07-D-00 001

ORDER NO. HSCEDM-09-F-00 003

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>SAN JUAN GSA BUILDING HIGHWAY 28/INTERSECTION ROAD 165 GUAYNABO PR 00968 Accounting Info:</p> <p align="center">b2Low</p> <p>Funded: \$0.00 \$0.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)</p>					
2013	<p>DETENTION OFFICERS (ON CALL POSTS) @ GSA SITE: 6,000HRS X \$ b4 HR = \$ b4 Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SE RVICES Requisition No: FMI-09-002</p> <p>Delivery Location Code: DRO/SJGS A SAN JUAN GSA BUILDING HIGHWAY 28/INTERSECTION ROAD 165 GUAYNABO PR 00968 Accounting Info:</p> <p align="center">b2Low</p> <p>Funded: \$0.00 \$0.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)</p>		HR	0.00	0.00	
2014	<p>MEALS @ GSA SITE: 9,000 @ : b4 / EA = \$ b4 Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SE RVICES Requisition No: FMI-09-002</p> <p>Delivery Location Code: DRO/SJGS A SAN JUAN GSA BUILDING HIGHWAY 28/INTERSECTION ROAD 165 GUAYNABO PR 00968 Accounting Info: Continued ...</p>		HR	0.00	0.00	

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

**ORDER FOR SUPPLIES OR SERVICES  
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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 06/27/2008	CONTRACT NO. HSCEOP-07-D-00 001	ORDER NO. HSCEDM-09-F-00 003
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	b2Low					
	Funded: \$0.00 \$0.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)					
2015	TRANSPORTATION @ GSA SITE:30,000 MI @ \$ b4 /MI = \$ b4  Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SE RVICES Requisition No: FMI-09-002  Delivery Location Code: DRO/SJGS A SAN JUAN GSA BUILDING HIGHWAY 28/INTERSECTION ROAD 165 GUAYNABO PR 00968 Accounting Info:		HR	0.00	0.00	
	b2Low					
	Funded: \$0.00 \$0.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)					
2017	DETENTION OFFICERS (PERMANENT POS T)@ THE LUIS MUNOZ MARIN INTERNATIONAL AIRPORT: 11,648/HRS X b4 /HR = \$ b4 Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SE RVICES Requisition No: FMI-09-003  Delivery Location Code: LMMIA LUIS MUNOZ MARIN INT'L AIRPORT INT'L ARRIVALS TERMINAL AREA ISLA VERDE PR 00603 Accounting Info:  Continued ...		HR	0.00	0.00	

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

**ORDER FOR SUPPLIES OR SERVICES  
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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER  
06/27/2008

CONTRACT NO.  
HSCEOP-07-D-00 001

ORDER NO.  
HSCEDM-09-F-00 003

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	b2Low					
	----- FMI Funded: \$0.00 \$0.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)					
2018	DETENTION OFFICERS(ON CALL POSTS ) @ THE LUIS MUNOZ MARIN INTERNATIONAL AIRPORT: 5,840/HRS X : b4 = \$ b4 Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES Requisition No: FMI-09-003  Delivery Location Code: LMMIA LUIS MUNOZ MARIN INT'L AIRPORT INT'L ARRIVALS TERMINAL AREA ISLA VERDE PR 00603 Accounting Info:		HR	0.00	0.00	
	b2Low					
	Funded: \$0.00 \$0.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)					
2019	LODGING @ LUIS MUNOZ MARIN INTERNATIONAL AIRPORT: 150 NIGHTS @ \$ b4 PER = \$ b4 Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES Requisition No: FMI-09-003  Delivery Location Code: LMMIA LUIS MUNOZ MARIN INT'L AIRPORT INT'L ARRIVALS TERMINAL AREA ISLA VERDE PR 00603 Accounting Info:		EA	0.00	0.00	
	b2Low					
	----- FMI Continued ...					

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

DATE OF ORDER: 06/27/2008  
CONTRACT NO.: HSCEOP-07-D-00 001

ORDER NO.: HSCEDM-09-F-00 003

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Funded: \$0.00 \$0.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)					
2020	MEALS @ AIRPORT: 1,432 @ \$ b4 'EA = \$ b4 Product/Service Code: S206 Product/Service Description: GUA RD SERVICES Requisition No: FMI-09-003  Delivery Location Code: LMMIA LUIS MUNOZ MARIN INT'L AIRPORT INT'L ARRIVALS TERMINAL AREA ISLA VERDE PR 00603 Accounting Info:  b2Low		EA	0.00	0.00	
	Funded: \$0.00 \$0.00 (Subject to Availability of Funds) \$0.00 (Subject to Availability of Funds)					
2021	TRANSPORTATION @ AIRPORT: 16,568 MI @ \$ b4 'MI = \$ b4 Product/Service Code: S206 Product/Service Description: GUA RD SERVICES Requisition No: FMI-09-003  Delivery Location Code: LMMIA LUIS MUNOZ MARIN INT'L AIRPORT INT'L ARRIVALS TERMINAL AREA ISLA VERDE PR 00603 Accounting Info:  b2Low		EA	0.00	0.00	
	Funded: \$0.00 \$0.00 (Subject to Availability of Funds) Continued ...					

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**ORDER FOR SUPPLIES OR SERVICES  
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**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER: 06/27/2008  
CONTRACT NO.: HSCEOP-07-D-00 001

ORDER NO.: HSCEDM-09-F-00 003

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>\$0.00 (Subject to Availability of Funds)</p> <p>The total amount of award: \$0.00 . The obligation for this award is shown in box 17(i).</p>					

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**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

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2. CONTRACT NO.  
HSCEOP-07-D-00001

3. AWARD/  
EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER  
HSCEOP-06-R-00012

6. SOLICITATION  
ISSUE DATE  
06/27/2006

7. FOR SOLICITATION  
INFORMATION CALL:

a. NAME  
Jose Blanco

b. TELEPHONE NUMBER (No collect calls)  
b2Low

8. OFFER DUE DATE/LOCAL TIME  
ET

9. ISSUED BY

CODE  
ICE

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

10. THIS ACQUISITION IS

UNRESTRICTED OR

SET ASIDE:

% FOR:

SMALL BUSINESS

EMERGING SMALL  
BUSINESS

HUBZONE SMALL  
BUSINESS

SERVICE-DISABLED VETERAN-  
OWNED SMALL BUSINESS

8(A)

NAICS: 561210

SIZE STANDARD:

\$32.50

11. DELIVERY FOR FOB DESTINA-  
TION UNLESS BLOCK IS  
MARKED

SEE SCHEDULE

12. DISCOUNT TERMS

Various

13a. THIS CONTRACT IS A  
RATED ORDER UNDER  
DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

RFP

IFB

RFP

15. DELIVER TO

CODE

16. ADMINISTERED BY

CODE  
ICE

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

17a. CONTRACTOR/  
OFFEROR

CODE

0380495320MVM

FACILITY  
CODE

18a. PAYMENT WILL BE MADE BY

CODE

Dallas Finance Center  
P.O. Box 561567  
Dallas TX 75356-1567

MVM INC  
1593 SPRING HILL ROAD SUITE 700  
VIENNA VA 22182-2249

TELEPHONE NO.

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW  
IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Tax ID Number: 95-3396082 DUNS Number: 038049532 Period of Performance: 01/24/2007 to 01/23/2008 Detention Officers (Permanent Posts) Obligated Amount: \$0.00	76000	HR		0.00
0002	Supervisory Detention Officers Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)	8760	HR		0.00

25. ACCOUNTING AND APPROPRIATION DATA

N/A

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

\$0.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDEND

ARE  ARE NOT ATTACHED

27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA

ARE  ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN  
COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER  
ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL  
SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT REF.

DATED YOUR OFFER ON SOLICITATION (BLOCK 5),  
INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH  
HEREIN, IS ACCEPTED AS TO TERMS.

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)  
VICKI L. GRANAT

31c. DATE SIGNED  
1-19-07

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(Permanent Posts) Obligated Amount: \$0.00				
0003	Detention Officers (on-call posts) Obligated Amount: \$0.00	10000	HR		0.00
0004	Lodging Obligated Amount: \$0.00	800	DA		0.00
0005	Meals - SPC (Not Separately Priced)	73679	EA		0.00
0005AB	Lunch Obligated Amount: \$0.00	23893	EA		0.00
0005AD	Box Lunch Obligated Amount: \$0.00	1000	EA		0.00
0005AE	Special Meals Obligated Amount: \$0.00	1000	EA		0.00
0005AC	Dinner Obligated Amount: \$0.00	23893	EA		0.00
	Continued ...				

b4

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED

NOTED: ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)		
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	



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NAME OF OFFEROR OR CONTRACTOR  
 MVM INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005AA	Breakfast Obligated Amount: \$0.00	23893	EA		0.00
0006	Transportation Obligated Amount: \$0.00	50000	DH		0.00
0007	General Facility Maintenance (Not Separately Priced)		HR		0.00
0007AA	Labor Obligated Amount: \$0.00	1920	HR		0.00
0007AB	Material	1	LO		0.00
0008	Emergency Facility Maintenance (Not Separately Priced)	1	HR		0.00
0008AB	Material	1	LO		0.00
0008AA	Labor Obligated Amount: \$0.00	1000	HR	b4	0.00
0009	Groundskeeping Obligated Amount: \$0.00  Discount Terms: b2Low	26	EA		0.00
0010	Data in accordance with Deliverables of Written Documentation Section (Not Separately Priced)	1	LO		0.00
0011	Detention Officers (Permanent Posts) Obligated Amount: \$0.00	43800	HR		0.00
0012	Supervisory Detention Officers (Permanent Posts) Obligated Amount: \$0.00  Continued ...	8760	HR		0.00

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NAME OF OFFEROR OR CONTRACTOR  
MVM INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0013	Detention Officers (On Call Posts) Obligated Amount: \$0.00	6000	HR		0.00
0014	Meals at GSA Site Obligated Amount: \$0.00	9000	EA		0.00
0015	Trasportation at the GSA Site Obligated Amount: \$0.00	30000	DH		0.00
0016	Data in accordance with Deliverables of Written Documentation Section (Not Separately Priced)	1	LO		0.00
0017	Detention Officers (Permanent Posts) Obligated Amount: \$0.00	11648	HR		0.00
0018	Detention Officers (On-Call Posts) Obligated Amount: \$0.00	5840	HR	b4	0.00
0019	Lodging Obligated Amount: \$0.00	150	DA		0.00
0020	Meals at Airport Obligated Amount: \$0.00	1432	EA		0.00
0021	Trasportation at the GSA Site Obligated Amount: \$0.00	16568	DH		0.00
0022	Data in accordance with Deliverables of Written Documentation Section (Not Separately Priced)	1	LO		0.00
1001	Detention Officers (Permanent Posts) Obligated Amount: \$0.00 Continued ...	76000	HR		0.00

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NAME OF OFFEROR OR CONTRACTOR  
MVM INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002	Supervisory Detention Officers (Permanent Posts) Obligated Amount: \$0.00	8760	HR		0.00
1003	Detention Officers (on-call posts) Obligated Amount: \$0.00	10000	HR		0.00
1004	Lodging Obligated Amount: \$0.00	800	DA		0.00
1005	Meals - SPC (Not Separately Priced)	73679	EA		0.00
1005AE	Special Meals Obligated Amount: \$0.00	1000	EA		0.00
1005AA	Breakfast Obligated Amount: \$0.00	23893	EA		0.00
1005AB	Lunch Obligated Amount: \$0.00	23893	EA		0.00
1005AC	Dinner Obligated Amount: \$0.00	23893	EA		0.00
1005AD	Box Lunch Obligated Amount: \$0.00	1000	EA		0.00
1006	Transportation Obligated Amount: \$0.00	50000	DH		0.00
1007	General Facility Maintenance (Not Separately Priced)		HR		0.00
1007AA	Labor Obligated Amount: \$0.00 Continued ...	1920	HR		0.00

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NAME OF OFFEROR OR CONTRACTOR

MVM INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1007AB	Material	1	LO	0.00	0.00
1008	Emergency Facility Maintenance (Not Separately Priced)	1	HR		0.00
1008AB	Material Discount Terms: Net 30	1	LO		0.00
1008AA	Labor Obligated Amount: \$0.00	1000	HR		0.00
1009	Groundskeeping Obligated Amount: \$0.00	26	EA		0.00
1010	Data in accordance with Deliverables of Written Documentation Section (Not Separately Priced)	1	LO		0.00
1011	Detention Officers (Permanent Posts) Obligated Amount: \$0.00	43800	HR		0.00
1012	Supervisory Detention Officers (Permanent Posts) Obligated Amount: \$0.00	8760	HR	b4	0.00
1013	Detention Officers (On Call Posts) Obligated Amount: \$0.00	6000	HR		0.00
1014	Meals at GSA Site Obligated Amount: \$0.00	9000	EA		0.00
1015	Trasportation at the GSA Site Obligated Amount: \$0.00	30000	DH		0.00
1016	Data in accordance with Deliverables of Written Continued ...	1	LO		0.00

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NAME OF OFFEROR OR CONTRACTOR  
MVM INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Documentation Section (Not Separately Priced)				
1017	Detention Officers (Permanent Posts) Obligated Amount: \$0.00	11648	HR		0.00
1018	Detention Officers (On-Call Posts) Obligated Amount: \$0.00	5840	HR		0.00
1019	Lodging Obligated Amount: \$0.00	150	DA		0.00
1020	Meals at Airport Obligated Amount: \$0.00	1432	EA		0.00
1021	Trasportation at the GSA Site Obligated Amount: \$0.00	16568	DH		0.00
2001	Detention Officers (Permanent Posts) Obligated Amount: \$0.00	76000	HR	b4	0.00
2002	Supervisory Detention Officers (Permanent Posts) Obligated Amount: \$0.00	8760	HR		0.00
2003	Detention Officers (on-call posts) Obligated Amount: \$0.00	10000	HR		0.00
2004	Lodging Obligated Amount: \$0.00	800	DA		0.00
2005	Meals - SPC (Not Separately Priced)	73679	EA		0.00
2005AE	Special Meals Continued ...	1000	EA		0.00

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NAME OF OFFEROR OR CONTRACTOR  
MVM INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount: \$0.00				
	Discount Terms: b2Low				
2005AB	Lunch Obligated Amount: \$0.00	23893	EA		0.00
2005AC	Dinner Obligated Amount: \$0.00	23893	EA		0.00
2005AD	Box Lunch Obligated Amount: \$0.00	1000	EA		0.00
2005AA	Breakfast Obligated Amount: \$0.00	23893	EA		0.00
2006	Transportation Obligated Amount: \$0.00	50000	DH	b4	0.00
2007	General Facility Maintenance (Not Separately Priced)		HR		0.00
2007AB	Material	1	LO		0.00
2007AA	Labor Obligated Amount: \$0.00	1920	HR		0.00
2008	Emergency Facility Maintenance (Not Separately Priced)	1	HR		0.00
2008AA	Labor Obligated Amount: \$0.00	1000	HR		0.00
	Discount Terms: b2Low				
2008AB	Material Discount Terms: b2Low	1	LO		0.00
	Continued ...				

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MVM INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2009	Groundskeeping Obligated Amount: \$0.00	26	EA		0.00
2010	Data in accordance with Deliverables of Written Documentation Section (Not Separately Priced)	1	LO		0.00
2011	Detention Officers (Permanent Posts) Obligated Amount: \$0.00	43800	HR		0.00
2012	Supervisory Detention Officers (Permanent Posts) Obligated Amount: \$0.00	8760	HR		0.00
2013	Detention Officers (On Call Posts) Obligated Amount: \$0.00	6000	HR		0.00
2014	Meals at GSA Site Obligated Amount: \$0.00	9000	EA	b4	0.00
2015	Trasportation at the GSA Site Obligated Amount: \$0.00	30000	DH		0.00
2016	Data in accordance with Deliverables of Written Documentation Section (Not Separately Priced)	1	LO		0.00
2017	Detention Officers (Permanent Posts) Obligated Amount: \$0.00	11648	HR		0.00
2018	Detention Officers (On-Call Posts) Obligated Amount: \$0.00	5840	HR		0.00
2019	Lodging Obligated Amount: \$0.00 Continued ...	150	DA		0.00

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NAME OF OFFEROR OR CONTRACTOR  
 MVM INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2020	Meals at Airport Obligated Amount: \$0.00	1432	EA		0.00
2021	Trasportation at the GSA Site Obligated Amount: \$0.00	16568	DH		0.00
3001	Detention Officers (Permanent Posts) Obligated Amount: \$0.00	76000	HR		0.00
3002	Supervisory Detention Officers (Permanent Posts) Obligated Amount: \$0.00	8760	HR		0.00
3003	Detention Officers (on-call posts) Obligated Amount: \$0.00	10000	HR		0.00
3004	Lodging Obligated Amount: \$0.00	800	DA	b4	0.00
3005	Meals - SPC (Not Separately Priced)	73679	EA		0.00
3005AC	Dinner Obligated Amount: \$0.00	23893	EA		0.00
3005AD	Box Lunch Obligated Amount: \$0.00	1000	EA		0.00
3005AE	Special Meals Obligated Amount: \$0.00	1000	EA		0.00
	Discount Terms: b2Low				
3005AA	Breakfast Obligated Amount: \$0.00 Continued ...	23893	EA		0.00



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MVM INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3005AB	Lunch Obligated Amount: \$0.00	23893	EA		0.00
3006	Transportation Obligated Amount: \$0.00	50000	DH		0.00
3007	General Facility Maintenance (Not Separately Priced)		HR		0.00
3007AB	Material	1	LO		0.00
3007AA	Labor Obligated Amount: \$0.00	1920	HR		0.00
3008	Emergency Facility Maintenance (Not Separately Priced)	1	HR		0.00
3008AB	Material Discount Terms: Net 30	1	LO	b4	0.00
3008AA	Labor Obligated Amount: \$0.00	1000	HR		0.00
3009	Groundskeeping Obligated Amount: \$0.00	26	EA		0.00
3010	Data in accordance with Deliverables of Written Documentation Section (Not Separately Priced)	1	LO		0.00
3011	Detention Officers (Permanent Posts) Obligated Amount: \$0.00	43800	HR		0.00
3012	Supervisory Detention Officers (Permanent Posts) Obligated Amount: \$0.00	8760	HR		0.00
	Continued ...				

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NAME OF OFFEROR OR CONTRACTOR  
MVM INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3013	Detention Officers (On Call Posts) Obligated Amount: \$0.00	6000	HR		0.00
3014	Meals at GSA Site Obligated Amount: \$0.00	9000	EA		0.00
3015	Trasportation at the GSA Site Obligated Amount: \$0.00	30000	DH		0.00
3016	Data in accordance with Deliverables of Written Documentation Section (Not Separately Priced)	1	LO		0.00
3017	Detention Officers (Permanent Posts) Obligated Amount: \$0.00	11648	HR		0.00
3018	Detention Officers (On-Call Posts) Obligated Amount: \$0.00	5840	HR	b4	0.00
3019	Lodging Obligated Amount: \$0.00	150	DA		0.00
3020	Meals at Airport Obligated Amount: \$0.00	1432	EA		0.00
3021	Trasportation at the GSA Site Obligated Amount: \$0.00	16568	DH		0.00
4001	Detention Officers (Permanent Posts) Obligated Amount: \$0.00	76000	HR		0.00
4002	Supervisory Detention Officers (Permanent Posts) Continued ...	8760	HR		0.00

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NAME OF OFFEROR OR CONTRACTOR  
MVM INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount: \$0.00				
4003	Detention Officers (on-call posts) Obligated Amount: \$0.00	10000	HR		0.00
4004	Lodging Obligated Amount: \$0.00	800	DA		0.00
4005	Meals - SPC (Not Separately Priced)	73679	EA		0.00
4005AB	Lunch Obligated Amount: \$0.00	23893	EA		0.00
4005AC	Dinner Obligated Amount: \$0.00	23893	EA		0.00
4005AA	Breakfast Obligated Amount: \$0.00	23893	EA		0.00
4005AE	Special Meals Obligated Amount: \$0.00	1000	EA		0.00
	Discount Terms: b2Low			b4	
4005AD	Box Lunch Obligated Amount: \$0.00	1000	EA		0.00
4006	Transportation Obligated Amount: \$0.00	50000	DH		0.00
4007	General Facility Maintenance (Not Separately Priced)		HR		0.00
4007AA	Labor Obligated Amount: \$0.00	1920	HR		0.00
	Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

MVM INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4007AB	Material	1	LO	0.00	0.00
4008	Emergency Facility Maintenance (Not Separately Priced)	1	HR		0.00
4008AB	Material Discount Terms: <span style="color: red;">b2Low</span>	1	LO		0.00
4008AA	Labor Obligated Amount: \$0.00	1000	HR		0.00
4009	Groundskeeping Obligated Amount: \$0.00	26	EA		0.00
4010	Data in accordance with Deliverables of Written Documentation Section (Not Separately Priced)	1	LO		0.00
4011	Detention Officers (Permanent Posts) Obligated Amount: \$0.00	43800	HR		0.00
4012	Supervisory Detention Officers (Permanent Posts) Obligated Amount: \$0.00	8760	HR	<span style="color: red;">b4</span>	0.00
4013	Detention Officers (On Call Posts) Obligated Amount: \$0.00	6000	HR		0.00
4014	Meals at GSA Site Obligated Amount: \$0.00	9000	EA		0.00
4015	Trasportation at the GSA Site Obligated Amount: \$0.00	30000	DH		0.00
4016	Data in accordance with Deliverables of Written Documentation Section (Not Separately Priced) Continued ...	1	LO		0.00

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NAME OF OFFEROR OR CONTRACTOR  
MVM INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4017	Detention Officers (Permanent Posts) Obligated Amount: \$0.00	11648	HR		0.00
4018	Detention Officers (On-Call Posts) Obligated Amount: \$0.00	5840	HR		0.00
4019	Lodging Obligated Amount: \$0.00	150	DA	b4	0.00
4020	Meals at Airport Obligated Amount: \$0.00	1432	EA		0.00
4021	Transportation at the GSA Site Obligated Amount: \$0.00  The Government reserves the right to increase each Contract Line Item by 10% for emergency purposes as determined by the Contracting Officer Technical Representative and the Contracting Officer at the established rates of the current option year with no further competition.  The total amount of award: \$23,731,177.42. The obligation for this award is shown in box 26.	16568	DH		0.00

In accordance with the provided specifications, the Contractor shall provide unarmed detention officers, transportation and alien welfare services for the Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE) in support of three locations in Puerto Rico. Services shall be performed at the Aguadilla Service Processing Center (SPC), 505 Gun Road, Ramey: Aguadilla, Puerto Rico, (SPC Location), San Juan GSA Building, Highway 28/Intersection Road 165, Guaynabo, Puerto Rico and Luis Munoz Marin International Airport (LMMIA), International Arrivals Terminal Area, Isla Verde, Puerto Rico (Airport Location).

Days and hours of service shall be seven (7) days a week, twenty-four (24) hours per day for the Aguadilla Service Processing Center and San Juan GSA Building and seven (7) days a week, eight (8) hours per day for the Luis Munoz Marin International Airport. Detainee population shall include adult males and females, juveniles and females with children.

This request for proposal is for a one base year and 4 option periods IDIQ Contract with fixed Unit Prices. The Government reserves the right to exercise the option period no later than the expiration date of the current period of performance provided a preliminary notice of intent to extend is given in writing at least 60 days before contract expiration. This is a non-personal services contract as defined by FAR 37.1.

The quantities listed below are estimated quantities and not a guarantee of any kind although they are based on past history and anticipated requirements. Man-hour means productive hour. Only productive hours can be invoiced. Productive hours are those actually on-the-job to man positions or perform supervisory functions. Man-hour unit prices shall include all costs (direct and indirect), profit and overhead. Prices shall include but are not limited to management, wages, benefits, training time, holiday and vacation time, sick leave, relief detention officers, muster time, physicals, drug testing, equipment, material, uniforms, shift differentials, insurance and any other costs required to perform this contract.

Lodging is the estimated number of lodging days the contractor will be required to provide at the contractor's detention site, exclusive of detention officer man-hours and transportation prices. Lodging is the price per room, not the price per detainee.

Meals are the estimated number of meals the contractor will be required to provide on all post assignments.

Transportation is the total estimated number of miles the contractor will be required to provide in performing the post requirements.

Performance for the base year will be dependent upon the issuance of satisfactory security clearances for the entire work force. Contract performance will not begin until satisfactory security clearances have been received and successfully processed by Immigration and Customs Enforcement (ICE) Security Office and a written Notice to Proceed with a specified start date as issued by the Contracting Officer. Base Period – The period of performance for the base year shall commence upon the start date specified in the Notice to Proceed and continue for a period of one year.

**SECTION 1: GUARD SERVICES SCOPE OF WORK PLAN LOCATION**

**A. SPC Location.**

**Post Assignments:**

Post (Permanent)	Number of Shift Supervisors	Days of the Week	Hours Per Day
1	3	7	8

1. The Contractor's Supervisory Detention Officers shall:

Supervise all contract Detention Officers on each shift throughout the SPC and vicinity, which includes on-call transportation support.

Ensure that a periodic visual check of segregation cells, detention processing holding room and shower facilities is performed.

Oversee Detention Officers in performance of all duties and provide direction as appropriate.

Post (Permanent)	Number of Detention Officer for Males	Days of the Week	Hours Per Day
2	3	7	8

2. The Contractor's Detention Officer shall:

Be responsible for observation and secure control of detainees, during alien movements, meal and recreation periods, including outdoor activities and sleep periods.

Conduct population counts as required,

Post required log entries on detainees/population

Perform wake-up and "lights out" activities.

Coordinate movements and communications affecting detainee population.

Post (Permanent)	Number of Detention Officer for Females*	Days of the Week	Hours Per Day
3	3	7	8

3. The Contractor's Detention Officers shall:

Be responsible for observation and secure control of detainees, during alien movements, meal and recreation periods, including outdoor activities and sleep periods.

Conduct population counts as required, post required log entries on detainees/population, and perform wake-up and "lights out" activities. Provide coordination of movements and communications affecting detainee population, as required, in the post orders.

*\* NOTE: At all times, female officers are required to perform this post.*

Post (Permanent)	Number of Detention Officer –Visitation	Days of the Week	Hours Per Day
4	2	7	8

4. The Contractor's Detention Officer shall:

Receive and control entrance and exit of all visitors, contract employees providing services (food, trash, laundry, janitorial, and maintenance), deliveries and pickups inside the facility.

Provide security of all persons with items (such as packages, parcels, equipment and vehicles), which enter and leave the facility site via the sally port gates.

Communicate with appropriate designated interior and exterior posts for all entering and departing traffic.

Provide security surveillance of all areas within visual range of sally port.

Post (Permanent)	Number of Detention Officer – Laundry /Feeding	Days of the week	Hours Per Day
5	2	7	8

5. The Contractor's Detention Officer's shall:

Supervise detainees performing laundry detail in and approximate to the laundry room/area,

Provide feeding details in the designated dining areas

Assist in the processing of detainees being admitted or discharged from the facility (e.g. issues linen and bedding and sanitary kits to incoming detainees).

Help identify, properly process and store detainee personal property

Take detainee fingerprints and photographs

Be responsible for security surveillance of all areas.

Post (Permanent)	Number of Detention Officer –Perimeter	Days of the Week	Hours Per Day
6	3	7	8

6. The Contractor's Detention Officer shall:

Provide roving patrol of the facility perimeter on a random schedule and document the results of such patrols in the written logbook.

Post (Permanent)	Number of Detention Officer – Lobby/Gate	Days of the Week	Hours Per Day
7	3	7	8

7. The Contactor's Detention Officers shall:

Provide lobby and gate support, immediately report any breach of security, discrepancies, or problems to the COTR or designated ICE Officer.

Guard against unauthorized removal of or damage to property or persons and prevent unauthorized entry/exit.

Control vehicles and pedestrian traffic, stationed at the main entrance sally port, access into the facility. Operate electronic gates for vehicular access.



Post (Permanent)	Number of Detention Officer – Library/Court	Days of the Week	Hours Per Day
8	1	7	8

8. The Contactor's Detention Officers shall:

Ensure detainees are supervised in the library area and they have access to library resources.  
Report any breach of security, discrepancies, or problems to the COTR or designated ICE Officer immediately.

Ensures detainees are present and provide security for court hearings that are through the V-Tel at the facility. Notate all decision that are made during court for all detainees.

Post (Permanent)	Number of Detention Officer – Rover/backup	Days of the Week	Hours Per Day
9	3	7	8

9. The Contactor's Detention Officers shall:

Provide support throughout the facility, patrol as provided in post orders and report any discrepancies or unusual occurrences to the COTR or designated ICE Officer.

Provide facility escort to visitors, detainees and contractors as directed by the COTR or designated ICE Officer.

Provide rover/ backup support to other positions as required.

Post (On call)	Number of Detention Officer	Days of the Week	Hours Per Day
10	*	As needed	As needed

10. The Contactor's Detention Officers shall:

Provide required transportation of detainees as ordered of the COTR or designated ICE Officer.

Provide security for those detainees hospitalized around the clock at local/various hospitals and/or Contractor's detention site and/or to augment staffing at the SPC facility site during high detainee population levels.

**The on call post will be utilized only when:**

Detainees are required to be transported Detainees are hospitalized Detainees shall be safeguarded as required at the Contractor's detention site COTR determines staff augmentation at the SPC facility as required (post assignments may include laundry, feeding, processing, recreation, and special events (such as; religious activities).

*Post 10 Note 1: \* More than one Detention Officer may be required by ICE depending on the number of detainees to be transported, hospitalized, and /or the level of security required at the hospital or facility. Female Detention Officers shall be made available as required.*

*Post 10 Note 2: All necessary meals shall be provided by the Contractor in accordance with the Alien Subsistence Requirements portion of the contract for the transport and on-call post assignments.*

Post (Permanent)	Number of Detention Officer –Control Post	Days of the Week	Hours Per Day
11	3	7	8

**11. The Contactor's Detention Officers shall:**

Be responsible for keeping and maintaining security cameras surveillance monitoring the facility areas thru the CCTV system. Keeping and making entries on Control post log book as required. Post required log entries on detainees/population counts/detention files inventory. Perform wake-up and "lights out" activities. Coordinate movements and communications affecting detainee population; including opening and closing of the electric doors. Keys and property control, sign in and out. Answer the telephone and re-direct calls as needed. Other duties according to local policies and post orders; to include performing a daily area search report.

Post (Permanent)	Number of Detention Officer –Processing Post	Days of the Week	Hours Per Day
12	3	7	8

**12. The Contactor's Detention Officers shall:**

Aliens and alien's property processing, creation or closing of detention file according to the National Detention Standards, ACA Standards and post order. Processing of detainees being admitted (e.g. issues linen and bedding and sanitary kits to incoming detainees) or discharged (e. g. returning the detainee property) from the facility. Help identify (e.g. inventory), properly process (e.g. receipt issuing) and store detainee personal property, to include keeping the property log book up-to-date. Processing detainee fingerprints and photographs, as required. Completion of detainee's classification assessments and medical forms. Processing detainee's incoming and outgoing mail, in accordance with policy. Make required log entries for the Holding Cell log book. Other duties according to local policies and post orders, to include performing a daily area search report.

B. San Juan GSA Building

Post Assignments:

Post(Permanent)	Number of Detention SHIFT SUPERVISOR	Days of the Week	Hours Per Day
1	3	7	8

1. The Contractor's Supervisory Detention Officers shall:

Supervise all contract Detention Officers on each shift throughout the Facility and vicinity, which includes on-call transportation support.

Ensure that a periodic visual check of cells, holding rooms, detention processing holding room and shower facilities is performed.

Oversee Detention Officers in performance of all duties and provide direction as appropriate.

Post (Permanent)	Number of Detention Officer OVER/BACK UP	Days of the Week	Hours Per Day
2	6	7	8

2. The Contactor's Detention Officers shall:

Provide support throughout the facility, patrol as provided in post orders and report any discrepancies or unusual occurrences to the COTR or designated ICE Officer. Provide facility escort to visitors, detainees and contractors as directed by the COTR or designated ICE Officer. Provide rover/ backup support to other positions as required. Aliens and aliens property processing, Provide feeding details in designated dinning areas, assist in the processing of detainees being admitted or discharged from facility ( e.g. issues lines and bedding and sanitary kits to incoming detainees). Help identify, property process and store detainee personal property. Take detainee fingerprints and photographs, assist on security surveillance of all areas and alien transportation.

Post (Permanent)	Number of Detention Officer Control Post	Days of the Week	Hours Per Day
3	3	7	8

3. The Contactor's Detention Officers shall:

Be responsible for keeping and maintaining security cameras recording, Keeping and making entries on Control post log book Post required log entries on detainees/population

Perform wake-up and "lights out" activities. Coordinate movements and communications affecting detainee population. Key control, sign in and out.

Post (Permanent)	Number of Detention Officer for Males	Days of the Week	Hours Per Day
4	3	7	8

4. The Contractor's Detention Officer shall:

Be responsible for observation and secure control of detainees, during alien movements, meal and recreation periods, including outdoor activities and sleep periods. Conduct population counts as required, Post required log entries on detainees/population Perform wake-up and "lights out" activities. Coordinate movements and communications affecting detainee population.

Post (Permanent)	Number of Detention Officer for females	Days of the Week	Hours Per Day
5	3	7	8

5. The Contractor's Detention Officer shall:

Be responsible for observation and secure control of detainees, during alien movements, meal and recreation periods, including outdoor activities and sleep periods. Conduct population counts as required, Post required log entries on detainees/population Perform wake-up and "lights out" activities. Coordinate movements and communications affecting detainee population

Post (ON CALL)	Number of Detention Officer	Days of the Week	Hours Per Day
6	As needed	As needed	As needed

6. The Contractor's Detention Officers shall:

Safeguard the detainee at a hospital or clinic when they are undergoing medical examination, when ordered by the COTR, designated ICE Officer, or in an emergency.  
 Remain with the detainee admitted to the hospital until relieved by another contract Detention Officer.  
 Keep the detainee under twenty-four-hour supervision in constant sight and surveillance.  
 Not fraternize with clinic/hospital staff or with casual visitors to the clinic/hospital

C. Airport Location.

Post Assignments Airport Location.

Post	Number of Unarmed Detention Officers	Days of the Week	Hours Per Day
1	2 (1 male, 1 female*)	7	8
2	2 (1 male, 1 female*)	7	8

\* NOTE: At all times, female officers are required to perform this post.

Instructions:

Report to the COTR or the designated ICE Officer on duty located in the ICE Secondary Inspection area of the ICE designated Terminal, Luis Munoz Marin International Airport, San Juan, Puerto Rico.

The Contractor's Detention Officers shall:

Provide overall security and remain with and guard the designated detainee(s) until given further instructions by the COTR or the designated ICE Officer.

Escort visitors in and out of the Inspection area, upon order of the COTR or designated ICE officer.

Escort detainee to/from the inbound/outbound flights and arrival/departure gates at the designated location specified by the COTR or designated ICE Officer.

Guard detainee(s) constantly, with a minimum of public contact, during the time prior to boarding the aircraft.

Ascertain that there are no unobservable exits which might allow the detainee to escape.

Remain at the gate until the carrier gate attendant verbally verifies the aircraft departure.

Verify the detainee's departure in writing to the COTR.

Remain at the gate until the arriving alien has been taken into custody, unless the flight has been canceled or an ICE Officer has given verification and other arrangements have been made.

Post (On-Call)	Number of Detention Officers	Days of the Week	Hours Per Day
3	To be arranged	To be arranged	To be arranged

The Contractor's Detention Officers shall:

Safeguard the detainee at a hospital or clinic when they are undergoing medical examination, when ordered by the COTR, designated ICE Officer, or in an emergency.

Remain with the detainee admitted to the hospital until relieved by another contract Detention Officer.

Keep the detainee under twenty-four-hour supervision in constant sight and surveillance.

Not fraternize with clinic/hospital staff or with casual visitors to the clinic/hospital

Post (On-Call)	Number of Detention Officers	Days of the Week	Hours Per Day
4	To be arranged	To be arranged	To be arranged

The Contractor's Detention Officers shall:

Escort and maintain custody of the detainee(s) at a variety of locations under order of the COTR or designated ICE Officer.

Accompany the detainee(s) to an Immigration Court hearing, to an interview at one of the ICE offices or to other miscellaneous work assignments.

Keep public contact to a minimum with the exception of individuals designated by the COTR or designated Service Officer.

Post (On-Call)	Number of Detention Officers	Days of the Week	Hours Per Day
5	To be arranged	To be arranged	To be arranged

The Contractor's Detention Officers shall:

Transfer the detainee to and from a location designated and ordered by the COTR or designated ICE Officer

Post (On-Call)	Number of Detention Officers	Days of the Week	Hours Per Day
6	To be arranged	To be arranged	To be arranged

The Contractor's Detention Officer shall:

Provide custody of detainees and all other described detention services at the Contractor's detention site.

Provide for the welfare (health, housing, meals and associate services) of the detainee (s) taken to the Contractor detention site, prior to receiving direction by the ICE Officer.

**NOTE: All necessary meals shall be provided by the Contractor in accordance with the alien subsistence portion of the contract for the above on call post assignments.**

The Contractor's Detention Officers shall:

- a. Be responsible for observation and secure control of detainees, during alien movements, meal and recreation periods, including outdoor activities and sleep periods.
- b. Conduct population counts as required, post required log entries on detainees/population, and perform wake-up and "lights out" activities. Provide coordination of movements and communications affecting detainee population, as required, in the post orders.

#### D. Explanation of Term

ACA Standards - The American Correctional Association Standards (ACA) for Adult Local Detention Facilities, latest edition.

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 inmates.

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

Alien – Any person who is not a citizen or native of the United States.

U.S. Immigration and Customs Enforcement (ICE) – A law enforcement agency with the U.S. Department of Homeland Security.

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

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

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

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

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

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

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

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

Credentials - Documents providing primary source verification including education, training,

licensure, experience, background certification and expertise of an employee.

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

Detainee - Any person confined under the auspices and the authority of any federal agency, primarily U.S. Immigration and Customs Enforcement (ICE). Many detainees have substantial and varied criminal histories. ICE reserves the right to place detainees in the Contractor's detention site who are confined under the auspices and the authority of ICE or any other Federal agency.

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

Detention Officers - Contractor's uniformed unarmed employees responsible for the security, care, and supervision of detainees being detained or under ICE proceedings. The officer is also responsible for the safety and security of the facility.

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

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

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

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

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

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

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



Foot-candle - a standard unit, established as reference that is used when measuring quantity of light. One-foot candle equals the total intensity of light that falls upon a one square foot surface that is placed one foot away from a point source of light the equal's one candlepower. A light meter is used to measure the foot-candle level. A light meter incorporates a photosensitive cell that creates an electrical current when light falls upon it. The metric reference for light level is known as Lux. One lux equals the total intensity of light that falls on a one square meter surface that is placed one meter away from a point source of light that equals one candlepower.

Government - Refers to the United States Government.

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

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

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

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

Health Trained Personnel (Medically trained personnel) - Public Health Service (PHS) officials who may be trained and appropriately supervised to carry out certain specific duties with regard to the administration of health care.

Incident Report - A written document reporting a special event (e.g., the use of force, use of chemical agents, discharge of firearms).

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

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

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

Medical records – Separate records of all detainee medical examinations, diagnoses, and treatments maintained by the USPHS

Medical Screening – A system of structured observation/initial health assessment of newly arrived detainees performed within the first 24 hours of arrival.

Non-deadly force – The force a person uses with the purpose of not causing or which would not create a substantial risk of causing death or serious bodily harm.

Non-contact visitation – A program that restricts detainees from having physical contact with visitors. Physical barriers usually separate the detainee from the visitors with screens and /or glass. Voice communications between the parties are typically accomplished with phones or speakers.

Officer In Charge – ICE senior officer in charge of the Services Processing Center.

On-call Posts – Posts that shall be operated by direction of the COTR.

Pat Down Search - A quick patting of the prisoner's outer clothing to determine the presence of contraband.

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

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

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

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

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

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

Property – Refers to personal property belonging to a detainee.

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

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

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

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

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

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

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

Security Detention Officer - Senior person appointed by contractor to oversee security matters, to include physical, personnel, and protection of all information and data accessed by the contractor  
Security Perimeter - the outer portions of a facility, which actually provide for secure confinement of detainees.

Security Risk - High, Medium, Low

High Risk Level - Detainees exhibit behavioral problems, or manifest a pattern of such behavior, or have a history of violent and/or criminal activity.

Medium Risk Level - Detainees exhibit minor behavioral problems or have a history of nonviolent criminal behavior.

Low Risk Level - Detainees exhibit no behavioral problems and have no history of violent criminal behavior.

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

ICE Officer - ICE Officers such as Supervisory Immigration Enforcement Agent (SIEA), Immigration Enforcement Agent (IEA), Detention Officer (DO) or other government personnel.

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

Sick call - A system through which a detainee reports and receives individualized and appropriate medical services for non-emergency illness or injury.

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

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

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

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

United States Public Health Service (USPHS) – An agency of Health and Human Services working in conjunction with ICE to provide health services for detainees through its Division of Immigration Health Services.

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

## E. Rules and Regulations

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

1. Post Orders
2. General Directives
3. American Correctional Association (ACA) Standards for Adult Detention Facilities (most current edition) and the most recent copy of the supplement issued every two years. A copy is obtainable through the Internet website [www.aca.org](http://www.aca.org)
4. The INS/ DHS\* Officer's Handbook
5. M-68 (A Guide to Proper Conduct and Relationships with Aliens and the General Public) –  
<http://onlineplus.ins/lpbinplus/lpext.dll/Infobase/m68/m68-1?f=templates&fn=document-frame.htm#m68-begin>
6. The INS/ DHS\* Detention Standards – A copy is obtainable on the Internet website [www.ice.gov](http://www.ice.gov). In the search icon insert "DRO Detention Standards".
7. All rules and regulations governing public buildings and grounds.
8. All regulations provided to the Contractor through the COTR.

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

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

## F. Ambiguities

All services must comply with the PWS and all applicable state and local laws and standards. Should a conflict exist between any of these standards, the most stringent shall apply. If the Contractor is unable to determine which standard is more stringent, the Contracting Officer (CO) shall determine the appropriate standard.

## **SECTION 2 - GENERAL ADMINISTRATION, ORGANIZATION AND MANAGEMENT**

The Contractor shall provide a safe and secure environment for staff and detainees through effective building and grounds security. The Contractor shall continuously monitor programs, seek ways to reduce and control violence in the facilities, respond effectively to emergencies, limit tools and other potentially dangerous equipment, and secure posts. The Contractor shall monitor detainee programs and contractor staff performance. In addition, the Contractor shall communicate policy, procedures and operational practices using ICE written instructions and policy statements.

### **A. Quality Control Plan**

The Contractor shall provide an overall Quality Control Plan (QCP) that addresses critical operational performance standards for the services required under this contract. The QCP shall ensure that services will be maintained at a uniform and acceptable level. At a minimum, the Contractor shall periodically review and update the plan policies and procedures on an annual basis. The Contractor shall audit facility operations monthly for compliance with the QCP. The Contractor shall notify the Government 48 hours in advance of the audit to ensure the COTR is available to participate. The Contractor's QCP shall identify deficiencies, appropriate corrective action (s), and timely implementation plan (s) to the COTR.

If the Contractor proposes changes in the QCP after contract award, the Contractor shall submit them to the COTR for review. If the COTR concurs with the changes, the COTR shall submit the changes to the CO. The CO may modify the contract to include these changes.

### **B. Quality Assurance Plan (QAP)**

ICE will develop the Quality Assurance Plan (QAP) pursuant to the requirements of this PWS. The Inspection and Acceptance Section of the contract sets forth the procedures and guidelines that ICE will use to inspect the technical performance of the Contractor.

1. The purpose of the QAP is to:
  - a. Define the roles and responsibilities of participating Government officials.
  - b. Define the types of work to be performed.
  - c. Describe the evaluation methods employed that will be employed by the Government in accessing the Contractor's performance.
  - d. Describe the process of performance documentation.

## 2. Roles and Responsibilities of Participating Government Officials

- a. The COTR(s) and designees participate in assessing the quality of the Contractor's performance.
- b. The COTR(s) will be responsible for monitoring, assessing, recording and reporting on the technical performance of the Contractor on a day-to-day basis. The COTR(s) will have primary responsibility for completing "Quality Assurance Surveillance Forms" to document their inspection and evaluation of the Contractor's work performance.
- c. The Administrative Contracting Officer (ACO) or designee has overall responsibility for evaluating the Contractor's performance. The ACO will review the COTR's evaluation of the Contractor's performance.

## C. The Contractor's Policies and Procedures Manual

The Contractor shall provide a Policies and Procedures Manual which, at a minimum, addresses the following:

1. Organization
2. Recruiting procedures
3. Opportunities for Equal Employment
4. Qualifying for jobs, job descriptions, responsibilities, salaries and fringe benefits
5. Screening employees for illegal drug use
6. Holidays, leave, and work hours
7. Personnel records, employee evaluations, promotion, retirement
8. Training
9. Standards of conduct, disciplinary procedures, and grievance procedures
10. Resignation and termination
11. Employee-management relations

The Contractor must provide a copy of the Policy and Procedures Manual to Contractor employees at the facility. Upon request by the COTR, the Contractor shall document to the Government that all employees have reviewed a copy of the manual.

## D. ICE Operations Manual

The Contractor shall maintain the site specific ICE Operations Manual that contains ICE written policy, plans, and procedures. The Contractor should make the manual available to all employees. Every employee shall certify in writing that he or she has read, fully understands, and agrees to comply with the procedures outlined in the manual. The Contractor shall maintain these certifications and furnish them to the COTR if requested.

## E. Facility Staffing Plan and Key Personnel

The Contractor shall staff the positions in accordance with the charts provided in this specifications.

### 1. Minimum Staffing Requirements

The Contractor shall fully staff the facility to secure, control, and supervise detainees in custody regardless of the detainee population. Staffing must be sufficient to cover the posts as listed in the solicitation. The Contractor shall ensure daily Detention Officer Assignment rosters, by shift, for the duration of the contract. The assignment rosters shall indicate the number of staff, job titles, names, hours and days of work for each post. The daily roster shall be posted 24 hours in advance. Shift rosters must be provided to the COTR on a daily basis upon completion of the third shift.

### 2. Supervisory Staffing

The Contractor is responsible for the satisfactory supervision of its employees at all times. Satisfactory supervision includes verifying attendance at all posts and positions, and upholding the work requirements of all personnel assigned under the contract. The Contractor shall provide the COTR with the names of Supervisory Custody Officers designated by the Contractor before commencement of services.

In the absence of the Project Manager, another qualified person who meets the Project Manager and security clearance requirements shall temporarily fill that position. This individual shall perform only job duties of a Project Manager in providing oversight and direction to contract Detention Officers and interfacing with ICE COTR's and/or designated ICE Officers and the Contracting Officer on all contract-related matters.

### 3. Key Personnel

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

- a. **Project Manager.** The Project Manager shall hold an accredited bachelor's degree in an appropriate discipline, have at least five years of related administrative experience, and demonstrate administrative ability and leadership. The degree requirement may be satisfied by completion of a career development program.
- b. **Supervisory Detention Officers.** Supervisors must have a minimum of two years of successful experience in field supervision (civilian community law enforcement, commercial or industrial guard service or security service supervisory positions).
- c. **Training Officer.** The Training Officer must be a qualified experience officer on detention duties holding at least a Certificate in Training and/or Instructor.



#### 4. Organizational Chart

The Contractor shall provide an organizational chart that describes the structure of authority, responsibility, and accountability within the facilities. The Contractor shall update this chart as necessary. The Contractor shall make the chart available for review by the CO and COTR upon request.

#### F. Employee Standards

All employees shall meet the highest standards of professionalism and personal integrity. Standards of professionalism include competency, training, appearance, and behavior. The Contractor shall perform pre-employment suitability checks for all employees and prospective employees. The Contractor shall effect disciplinary action against employees who disregard those standards.

#### G. Training Program

The Contractor shall establish a training program for all employees, which incorporates the training requirements set forth in the ACA Standards and Section 5 of the PWS. The training plan shall include proficiency testing (if required), instructor(s) and instructor qualifications, course descriptions, and detailed lesson plans that include subject matter and methods of presentation, course objectives, student evaluation procedures, and the location and duration of training. No less than 30 days after contract award and before contract performance begins; the Contractor shall submit the training plan to the COTR for review. The Contractor is not to begin training until the COTR has approved the training plan.

#### H. Meetings

The Project Manager shall participate in ICE facility monthly meetings as required by the COTR.

#### I. Health and Medical Care

The Contractor shall develop written policies and procedures for appropriately addressing the health needs of detainees in the Contractor's custody. Written policy and procedures shall include but not be limited to the following:

1. Policy and procedures for accessing 24-hour emergency medical care for ICE detainees.
2. Policy and procedures for prompt summoning of emergency medical personnel;
3. Policy and procedures for evacuation of detainees, if deemed necessary by qualified medical personnel;
4. Policy, procedures and post procedures for duty officers to ensure that medical emergencies are recognized and promptly attended to.

All policies and procedures shall be approved by the COTR.

#### J. Basic First Aid and CPR Training

All members of the Contractor's security staff shall be trained in basic first aid and CPR. They must be able to:

1. Respond to emergency situations within four minutes;
2. Perform cardiopulmonary resuscitation (CPR);
3. Recognize warning signs of impending medical emergencies;
4. Know how to obtain medical assistance;
5. Recognize signs and symptoms of mental illness;
6. Be trained and able to administer medication;
7. Know the universal precautions for protection against blood-borne diseases.

#### K. Detainee Medical Treatment

Public Health Service (PHS) officials will provide Health and Medical Care at the facility.

1. At the airport location, the Contractor shall identify medical facilities which are able to provide non-emergency and emergency care within a reasonable commuting distance of the Contractor detention site; and simultaneously request ICE approve the facilities for treatment of aliens. Once ICE has approved a medical facility, the Contractor shall arrange for treatment of aliens at that facility. ICE will attempt to arrange for specific agreements with these facilities, in order to provide for use on a continuing basis. Costs of all health care services shall be billed by the health care provider directly to the COTR, U.S. Immigration and Customs Enforcement (ICE), Detention and Removal Holding Facility at the San Patricio Office Center, GPO Box 365068, San Juan, Puerto Rico 00936. Payments are subject to the availability of appropriations. After certifying invoices are correct, the COTR will forward the invoice to ICE Finance for direct payment to the health care provider.
2. At the SPC location, ICE will identify medical facilities able to provide non-emergency and emergency care within a reasonable commuting distance of the Contractor detention site and will arrange for treatment of aliens at that facility. ICE has agreements through PHS with local medical providers and the COTR is responsible for referring the Contractor to one of the providers. The health care provider shall bill all charges for health care services directly to the company contracted by the PHS Division of Health Services. The PHS has agreements with local medical providers and the providers understand the billing procedures.

#### L. Detainee Removal from the United States

The Contractor shall ensure that any time a detainee is escorted to a flight for removal from the United States; the escorting Detention Officers shall properly execute all necessary paperwork, as directed by the COTR, after witnessing the detainee(s) departure.

The Contractor shall, upon order of the COTR or designated ICE Officer, take into custody a detainee located at the International Airport and transport him or her to a designated, pre-approved detention area. Upon order of the COTR or designated ICE Officer, the Contractor shall transport the detainee from the designated detention area to the Airport for removal from the Commonwealth on a flight designated by the Service.

The Contractor's Detention Officers charged with transporting the alien shall remain at the aircraft, after ascertaining that there are no unobservable exits, which the detainee may use for escape and until such time as the carrier gate attendant verbally verifies the aircraft departure. The Detention Officers will be asked to certify the detainee's removal in writing.

Deductions for non-performance may result if the Contractor fails to fully comply with the detainee(s) pre-scheduled departure time. These deductions include the Detention Officer productive hour rate, lodging and transportation costs.

### **SECTION 3 - PERSONNEL**

The Contractor shall employ personnel whose qualifications are commensurate with job responsibilities and authority levels. The Contractor shall assure that employees meet the standards of competency, training, appearance, behavior and integrity. The Contractor will effect disciplinary or adverse action against employees who disregard those standards.

#### A. Minimum Standards of Employee Conduct

The Contractor shall develop standards of employee conduct and corresponding disciplinary actions that are consistent with the following standards of conduct. All employees shall certify in writing that they have read and understand the standards. A record of this certificate must be provided to the COTR prior to the employee's beginning work under this contract. The Contractor shall hold employees accountable for their conduct based on these standards, which are not restricted to, but must include:

1. Employees shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
2. Employees shall not discuss or disclose information from detainee files or immigration cases, except when necessary in the performance of duties under this contract.
3. The employee may not interact with any detainee except in a relationship that supports the approved goals of the facility. Specifically, employees shall not receive nor accept any personal (tangible or intangible) gift, favor or service, from any detainee, any detainee's family, or associate no matter how trivial the gift, favor, or service may seem, for themselves or any members of their family. In addition, the employee shall not give any gift, favor, or service to detainees, detainee's family, or associates.

4. The employee shall not enter into any business relationships, with detainees or their families (e.g. - selling, buying or trading personal property).
5. The employee shall not have any outside or social contact with any detainee, his or her family, or associates, except for those activities, which are part of the facility program and a part of the employee's job description.
6. All employees are required to immediately report to the Project Manager or ICE Supervisor any violation or attempted violation of these standards.
7. The Contractor shall report all violations or attempted violations of the standards of conduct or any criminal activity immediately to the COTR. Violations may result in employee removal from the facility. Failure on the part of the Contractor either to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Contractor to appropriate action including possible termination of the contract for default.
8. The Contractor shall not employ any person who is currently an employee of any federal agency, or whose employment would present an actual or apparent conflict of interest.

#### B. Minimum Personnel Qualification Standards

The Contractor shall ensure each person, employed by his firm, has a valid Social Security Card issued by the Social Security Administration. He/she shall be a United States Citizen or a lawful permanent resident, and possess a high school diploma, or equivalent (GED). The Contractor shall not seek to utilize anyone on this contract that he knows has a criminal record.

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

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

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

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

Capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate and interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to write reports and duty log entries in English.

Good judgment, courage, alertness, an even temperament, and render satisfactory performance through knowledge of his/her position responsibilities;

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

All Contractor employees shall have as a minimum one year of experience as a law enforcement officer or military policeman or six months experience as a security officer engaged in functions related to detaining civil or administrative detainees and/or an accredited college degree in an appropriate field of study.

### C. Health Requirements for All Detention Officers

The Contractor shall assign only employees who are in good health to work under this contract. Employees shall be without physical defects or abnormalities that would interfere with performing duties. All Detention Officers who work under this contract shall pass a medical examination conducted by a licensed physician within 30 days prior to initial assignment.

The Contractor shall have a collaborative agreement with a fully licensed certified independent clinic and laboratory for the purpose of accomplishing the Standard Form 88, Medical Record – Report of Medical Examination.

The Medical Record – Report of Medical Examination, Standard Form 88, shall evidence the physical fitness of each Detention Officer. If requested by the COTR, the Contractor shall make medical records of contract employees available for review. The Contractor will keep one duplicate copy of each Standard Form 88. Prior to the officer's initial assignment or reassignment to the ICE site, the Contractor shall certify in writing to the COTR that each Detention Officer is in full compliance with the following:

1. Detention Officers must be free from any serious physical illnesses, ailments, or maladies, including epilepsy. This also includes other diseases that may be transmitted to and result in the disablement of other persons.
2. Detention Officers are required to have the following: (a) uncorrected distant vision must be equal to or better than 20/200 in each eye; (b) binocular distant vision must be correctable to 20/20; (c) monocular vision is generally disqualifying; depth perception must be equal to or better than 70 seconds of arc; (d) peripheral vision must be normal; (e) color vision must be normal. Acceptable measure of color discrimination is the Ishihara color (14 plates). X-chrome lenses are not acceptable to ICE as a means of correcting color deficiencies. Any disease or condition, which interferes with a person's vision, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by COTR.
3. Detention Officers are required to be able to hear in the frequency range from 500-2000 hertz (Hz), the deficit should not exceed 30 decibels in either ear. At 3000 Hz, the deficit should not exceed 40 decibels in either ear. The use of any hearing aid to comply with the medical standards is unacceptable. Any disease or condition, which interferes with the ability to hear, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COTR.
4. Detention Officers shall not have heart, lung, skeletal, or other physical defects that would impair his/her ability to perform effectively in either normal or emergency situations.
5. Detention Officers shall possess unimpaired use of hands, arms, legs, and feet. Detention Officers shall be able to run when necessary, is capable of handling portable fire extinguishers, building fire hoses, and related equipment.
6. Detention Officers shall be able to wear all necessary equipment, or other protective items.
7. Officers shall be mentally alert and emotionally stable with an absence of detectable neurotic or psychoneurotic conditions that would affect their ability to act during a stressful

situation involving mental stress.

8. As required by the Occupational Safety and Health Administration; 29 CFR, Part 1910.1035 (Occupational Exposure to Tuberculosis), all employees in occupations with high-risk exposure are required to have a TB Skin Test completed annually. The Contractor shall accomplish a baseline test on all newly hired employees. Each employee must have a TB Skin Test Certificate prior to entering on his/her first day of duty. The Contractor shall be responsible for re-testing of employees annually.

The Contractor shall report immediately any changes to (1) through (8) above, in a Detention Officer's health status to the COTR. If the COTR determines that Contractor employees do not meet minimum health standards, the Contractor's employee must undergo a "Fitness for Duty" examination at no cost to the Government.

#### D. Removal from Duty

1. If the COTR or the Contractor receives and confirms disqualifying information concerning a Contractor employee, the Contractor shall, upon notification by the COTR, immediately remove the employee from performing duties under this contract. The Contractor shall revoke the employee's identification credentials and complete any required dispositions. The Contractor shall immediately notify the COTR when the employee is removed from duty. Disqualifying information includes but is not limited to the following:
  - a. Conviction of a felony, a crime of violence, or a serious misdemeanor.
  - b. Possessing a record of arrests for continuing offenses.
  - c. Falsification of information entered on suitability forms.
  - d. Non-payment of court ordered payments (child support, liens, etc.) or excessive delinquent debt as determined by credit check.
  - e. Misconduct or negligence in prior employment, which would, have a bearing on efficient service in the position in question, or would interfere with or prevent effective accomplishment by the employing agency of its duties and responsibilities.
  - f. Alcohol abuse of a nature and duration, which suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of others.
  - g. Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.

2. ICE may direct the Contractor to remove any employee who has been disqualified either for security reasons or for being unfit to perform their duties as determined by the COTR or the Contracting Officer. The Contractor shall take action immediately and notify the COTR when the employee is removed from duty. A determination of being unfit for duty may be made from, but is not limited to, incidents of delinquency set forth below:
  - a. Violation of the Rules and Regulations Governing Detention facilities set forth in ICE Publications entitled "Detention Officer Handbook";
  - b. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3;
  - c. Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the security program at the work sites;
  - d. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
  - e. Theft, vandalism, immoral conduct, or any other criminal actions;
  - f. Possessing, selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects;
  - g. Unethical or improper use of official authority or credentials;
  - h. Unauthorized use of communication equipment or government property;
  - i. Misuse of equipment;
  - j. Violations of security procedures or regulations;
  - k. Recurring tardiness;
  - l. Possession of alcohol or illegal substances while on duty;
  - m. Undue fraternization with detainees as determined by the COTR;
  - n. Repeated failure to comply with visitor procedures as determined by the COTR;
  - o. Performance, as determined by investigation by the Contracting Officer involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, a detainee escape;
  - p. Failure to maintain acceptable levels of proficiency or to fulfill training requirements;

- q. Changes in an employee's ability to meet the physical and/or mental health requirements of this contract.
  - r. Contractor employee who is under investigation by any law enforcement agency will be removed from duties pending outcome of the disposition.
3. At the direction of the COTR, the Contractor shall reassign contract employees who have been arrested or who have alleged misconduct to duties that do not permit direct contact with detainees pending the disposition of the charges. Any alleged misconduct shall be reported immediately to the COTR. If such reassignments are not available, the contractor shall remove the employee from work under this contract.

#### E. Tour of Duty Restrictions

The Contractor shall not utilize any uniformed contract employee to perform duties under this contract for more than 12 hours in any 24-hour period, and shall ensure that such employees have a minimum of eight (8) hours off between shifts. Authorization is required from the COTR prior to an employee performing services that exceed 12 hours. If an employee is performing other duties for either the Contractor or another employer, those hours shall count against the 12-hour limitation.

#### F. Dual Positions

A contract employee shall not hold the position of Detention Officer and Supervisory Detention Officer simultaneously. The COTR will document and refer to the Contracting Officer the failure of the contractor to provide necessary personnel to cover positions.

#### G. Post Relief

As indicated in the post orders, the Detention Officer shall not leave his post until relieved by another Detention Officer. When the Contractor or Contractor's Supervisors authorize rest or relief periods, the Contractor shall assign undesignated officers to perform the duties of the Detention Officers on break.

#### H. Personnel Files

The Contractor shall maintain a system of personnel files, and make all personnel files available to the CO and the COTR upon request. These files shall be maintained and current for the duration of the employee's tenure under the contract. The files shall contain verification of training and experience and credentials for all the staff.



## I. Uniform Requirements

These requirements apply to Supervisory Detention Officers and Detention Officers who perform work under the contract.

### 1. Uniforms:

The design and color of the Contractor's uniforms shall not be similar to those worn by ICE officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty. Lettered breast badges and cap insignia (if cap is part of uniform) must indicate the rank of authority and be prominently displayed as part of each uniform. A shoulder patch on the left shoulder should identify the Contractor. The officer shall not wear any other identification of the Contractor on the uniform. Each officer shall wear an identification nametag over the right breast shirt pocket.

Uniforms and equipment do not have to be new, but shall be in good condition and meet the standards at start of duty. Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall be clean, neat and in good order.

The complete uniform consists of seasonal attire that includes appropriate shirt, pants, belt (mandatory), cap (mandatory), jacket, shoes or boots (mandatory), duty belt, mini-mag flashlight and holder, handheld radio handcuff holder and sun block. The Contractor shall ensure that each officer has a complete uniform while performing assignments under this contract.

Prior to the contract performance date, the Contractor shall document to the COTR the uniform and equipment items that have been issued to each employee. The COTR shall have the right to approve or disapprove any uniform apparel.

### 2. Identification Credentials:

The Contractor shall ensure that all employees both uniformed and non-uniformed (clerical employees, if applicable) have the required identification credentials in their possession while on the premises. The Contractor is responsible for meeting all U.S. Customs identification credential information at the airport location for its personnel who will enter the federal inspection area. The Contractor identification credential document shall contain the following:

A photograph that is at least one inch square that shows the full face and shoulders of the employee and is no more than 30 days old when the Contractor issues the credential.

A printed document that contains personal data and description consisting of the employee's name, sex, birth date, height, weight, hair color and eye color, as well as the date of issuance, the signature of the employee, and the signature of project manager or designated contractor personnel.

## J. Permits and Licenses

### 1. Business Permits and Licenses

The Contractor must obtain all required permits and licenses during the 60-day transition period. The Contractor must (depending on the state's requirements) be licensed as a qualified security service company in accordance with the requirements of the District, Municipality, County, and State in which ICE work site(s) is/are located. Throughout the term of this contract, the Contractor shall maintain current permits/business licenses and make copies available for Government Inspection. The Contractor shall comply with all applicable Federal, State, and Local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.

### 2. Licensing of Employees

Before reporting to duty on this contract, the Contractor shall ensure each employee has registration, commissions, permits and licenses as required by the District, Municipality, County, and State in which ICE work site is located. The contractor shall verify all licenses and certifications. If applicable, all Contractor staff shall possess a current license/registration, in the state in which they are practicing.

## K. Jurisdiction

The Contractor's authority under this contract is limited to space or posts that are under the charge and control of ICE. The Contractor will not extend his services into any other areas.

## L. Encroachment

Contract employees shall not have access to Government equipment, documents, materials and telephones for any purpose other than as authorized by ICE. Contract employees shall not enter any restricted areas of the facility unless necessary for the performance of their duties.

## M. Work Requirements

The Contractor shall follow the criteria described below when establishing work schedules, contact relief, rest periods, and starting and stopping work.

### 1. Post Work Schedules

One week in advance, the Contractor shall prepare supervisory and Detention Officer work schedules, for a two-week period, and shall post them in work areas or locker rooms. A manpower report shall be submitted to the COTR on a monthly basis. Schedules shall be prepared on a form designated by ICE. Changes in duty hours shall also be posted on this form in sufficient time to ensure 24-hour advance notice. By noon each day, the Contractor shall provide, to ICE SIEA the duty roster showing all assignments for the following day. At the completion of each shift, the Contractor shall also provide an employment report listing (copies of the sign-in sheets (GSA Form 139, Record of Arrival and Departure from Buildings during Security Hours) for each shift) for each employee who actually worked, work classification, post assignments and hours worked, as well as total hours worked by supervisory and non-supervisory employees to the COTR. Contract Supervisor shall conduct regular post checks to ensure personnel are prepared to be on duty. When a contract employee is not being utilized at a given post, the COTR or ICE Supervisor on Duty may reassign him to another post.

## 2. Starting and Stopping Work

The Contractor is responsible for all employees to be dressed in full uniform and ready to begin work promptly at the beginning of each shift. Each employee shall remain at the duty locations until the shift is completed. The Contractor shall provide, to ICE COTR, documentation certifying that each contract employee has been issued approved uniforms and equipment prior to Entry on Duty (EOD) date.

## 3. Recording Presence

The Contractor shall direct his/her employees to sign in when reporting for work, and to sign out when leaving at the end of their period of duty. The Contractor's supervisory and regular personnel are required to register at the applicable work site(s) and shall use GSA Form 139, Record of Arrival and Departure from Buildings during Security Hours or other forms designated by ICE. The Government shall specify the registration points, which will be at the protected premises, and the Contractor must utilize those points for this purpose.

Officers, working as supervisors, shall make the designation "Supervisor" in the rank column on GSA Form 139, Record of Arrival and Departure from Buildings during Security hours, or other forms designated by ICE; all others will enter "On Duty." The applicable post or position numbers may be entered in the "relief" column after mutual concurrence between ICE and the Contractor.

Each line on GSA Form 139, Record of Arrival and Departure from Buildings during Security hours, or other forms designated by ICE must be completed in chronological order, without exception. Lines may not be left blank between signatures. If an entire line is used to enter a calendar date to separate individual workdays, a one-line limit for each date entered will be followed. Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and will not be processed for payment. If errors are made in signatures, times, post numbers or duty status on this form, the next line immediately following the line containing such errors, will be used to record all corrected information. A single line will be drawn through the entire line on which such mistakes appear. The Contractor must attach a detailed memorandum explaining the reasons for the mistakes to each form containing erroneous entries. Payment of invoices will be made based on verification of hours listed on the accompanying GSA Form 139, Record of Arrival and Departure from Buildings during Security hours.

## 4. Rest Periods

When the Contractor, or a contract supervisor, authorizes rest and relief periods for the contract employees, a substitute officer shall be assigned to the duty location. The number of hours shown in Section B, Supplies or Services and Prices/Costs, do not include time for rest or relief periods, and an increase in hours will not be authorized for this purpose

## 5. Contact Relief

When the work assignments require that the Contractor's employees do not leave the assigned duty locations until a substitute officer has provided relief, this condition shall be explicitly stated on GSA Form 2580, Guard Post Assignment Record, or other forms designated by ICE COTR. The Contractor shall enforce the procedure without exceptions.

## 6. Hospitalization of Detainees

Upon order of the COTR or designated ICE officer, or in an emergency situation, the Contractor shall take custody of and safeguard detainee(s) at a hospital or clinic when the detainee(s) are undergoing medical examination. If the detainee is admitted to the hospital, the detainee will remain in the custody of a contract employee of the same gender. The contract employee will remain until relieved by another contract employee. Twenty-four hour custody shall be maintained, with constant visual observation when practicable. The detainees shall not use the telephones unless the Contractor receives prior approval from the COTR. The contract employees shall not fraternize with clinic/hospital staff or with casual visitors to the clinic/hospital. Detainee visitation is not permitted at the hospital. To prevent any situation, which could result in a breach of security, requests for visitation while the detainee is in detention, including hospital detention shall be pre-approved by the COTR(s) prior to allowing access to the detainee. The Contractor is obligated to relay messages as requested by the detainee to ICE COTR.

## SECTION 4- BACKGROUND CLEARANCE PROCEDURES

### A. Background Investigation is Required

The Contractor shall process all background investigations through the ICE Security Office via the COTR prior to contract start date. ICE shall have complete control over granting, denying, suspending, and terminating employment suitability checks for Contractor employees and prospective employees. If the COTR receives a report indicating the unsuitability of any employee or prospective employees, the COTR shall inform the Contractor that the Government will not allow the individual on site.

## SECTION 5 - TRAINING

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

### A. General Training Requirements

All employees must have the training described in the ACA Standards and in this chapter. Any remuneration (pay) due Contractor employees in accordance with Department of Labor regulations for any training time is the responsibility of the Contractor. The Contractor shall provide the required refresher courses or have an Institution acceptable to the COTR provide the training. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty.

All new Detention Officers will receive 54 hours of basic training and 40 hours of on the job training prior to entering on duty. The Contractor's Training Officer will be responsible for administering an on-the-job training program for new employees. A senior Detention Officer, at all times during this latter 40-hour period, must accompany the Detention Officers. The Contractor's Training Officer shall send a copy of the documentation to the COTR upon successful completion of the employee's on-the-job training.

In addition, after completion of the first 94 hours of training, the contractor has 60 days to complete an additional 40 hours of training. During the remainder of the first year on duty, the officer will have an additional 40 hours of training for a total of 174 hours within the first year of employment. The training program must directly relate to the employee's assigned position and afford application of necessary job skills.

## B. Basic Training Subjects

Employees must complete the following list of basic training subjects. The course title is followed by the minimum hours of training for that subject.

1.	In-service Orientation/Social Diversity	2 HRS
2.	Counseling Techniques/Suicide Prevention	2 HRS
3.	Conduct/Duties/Ethics	2 HRS
4.	Bomb Defense and Threats	1 HR
5.	Telephone Communications/Radio Procedures	1 HR
6.	Fire and other Emergency Procedures	2 HRS
7.	Treatment of Aliens	2 HRS
8.	Supervision of Detainees	2 HRS
9.	ICE Use of Force Policy	2 HRS
10.	Security Methods/Key Control/Count Procedures/Observational Techniques	4 HRS
11.	EEO/Sexual Harassment	2 HRS
12.	Detainee Escort Techniques	1 HR
13.	ICE Paperwork/Report Writing	2 HRS
14.	Detainee Searches/Detainee Personal Property/Contraband	2 HRS
15.	Detainee Rules and Regulations	2 HRS
16.	Courtroom Demeanor	1 HR
17.	First Aid**	4 HRS
18.	CPR**	4 HRS
19.	Blood-borne Pathogens**	2 HRS
20.	Self Defense	8 HRS
21.	Use of Restraints	6 HRS

\*\* Critical Training Subjects

## C. Refresher Training

Every year the Contractor shall conduct 40 hours of Refresher Training for all Detention Officers including Supervisory Detention Officers. Refresher training shall consist of these critical subjects listed above and a review of basic training subjects and others as approved by ICE.

The Contractor shall coordinate recertification in CPR and First Aid with the ICE training staff. Annually, upon completion, the Contractor shall provide documentation of refresher training to the COTR.

In addition to the refresher training requirements for all Detention Officers, supervisors must receive refresher training relating to supervisory duties.

#### D. On the Job Training

After completion of the minimum of 54 hours basic training all Detention Officers will receive an additional 40 hours of on the job training at specific post positions. This training includes:

- a. Authority of supervisors and organizational code of conduct.
- b. General information and special orders.
- c. Security systems operational procedures.
- d. Facility self-protection plan or emergency operational procedures.

#### E. Training during initial 60 Day Period

The Contractor shall provide an additional 40 hours of training for Detention Officers within 60 days after completion of first 94 hours of training. The Contractor shall provide the training format and subjects, for approval by the COTR and CO, prior to the commencement of training.

#### Supervisory Training

All new Supervisory Detention Officers assigned to perform work under this contract must successfully complete a minimum of 40 hours of formal supervisory training provided by the Contractor prior to assuming duties. This training is in addition to mandatory training requirements for Detention Officers. Supervisory training shall include the following management areas:

- |   |       |
|---|-------|
| 1. Techniques for issuing written and verbal orders | 2 HRS |
| 2. Uniform clothing and grooming standards          | 1 HR  |
| 3. Security Post Inspection procedures              | 2 HRS |
| 4. Employee motivation                              | 1 HR  |
| 5. Scheduling and overtime controls                 | 2 HRS |
| 6. Managerial public relations                      | 4 HRS |
| 7. Supervision of detainees                         | 4 HRS |
| 8. Other company policies                           | 4 HRS |

Additional classes are at the discretion of the Contractor with the approval of the COTR.

The Contractor shall submit documentation to the COTR, to confirm that each supervisor has received basic training as specified in the basic training curriculum.

#### G. Proficiency Testing

The Contractor shall give each Detention Officer a written examination consisting of at least 25 questions after each classroom-training course is completed. The Contractor may give practical exercises when appropriate. The COTR shall approve the questions before the Contractor can administer the examination. To pass any examination, each officer must achieve a score of 80% or better. The Contractor must provide the COTR with the eligible Detention Officer's completed exam before the Detention Officer may be assigned to duties under the contract. Should an employee fail the written test on the initial attempt, he or she shall be given additional training by the Contractor and be given one additional opportunity to retake the test. If the employee fails to complete and pass the test the second time, the Contractor shall remove the employee from duties on this contract.

## H. Certified Instructors

Certified instructors shall conduct all instruction and testing. A state or nationally recognized institution shall certify instructors unless otherwise approved in writing by the COTR. Certifications of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COTR must approve the instructor prior to the training course.

## I. Training Documentation

The Contractor shall submit a training forecast to the COTR, on a monthly basis, for the following 60-day period. The training forecast shall provide date, time and location of scheduled training and afford the COTR observation/evaluation opportunity.

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

## SECTION 6 – FACILITY SECURITY AND CONTROL

### A. Security and Control (General)

The Contractor shall maintain a copy of ICE post orders for employee review within the areas of assignment, and shall initiate responses to any incidents as outlined in the post orders. The Contractor employees shall write reports of incidents as outlined in the post orders.

The Contractor shall operate and control all designated points of access and egress on the site; such as, detainee housing units, pods, barracks, courtrooms, medical facilities, and hold rooms. The Contractor shall inspect all packages carried in or out of site in accordance with ICE procedures. The Contractor shall comply with ICE security plans.

### B. Unauthorized Access

The Contractor shall detect and detain persons attempting to gain unauthorized access to ICE site (s) identified in this contract.

### C. Direct Supervision of Detainees

The Contractor shall provide supervision of all detainees in all areas, including supervision in detainee housing and activity areas, to permit Detention Officers to hear and respond promptly to emergencies. The Contractor shall assign a minimum of one officer to monitor each housing unit. This position is separate from the control center post.



#### D. Log Books

The Contractor shall be responsible to complete and document in writing, for each shift, the following information in the logbooks:

1. Activities that have an impact on the detainee population (e.g. detainee counts, shakedowns, detainee movement in and out of the site, and escorts to and from court).
2. Shift activities (e.g. security checks, meals, recreation, religious services, property lockers, medical visits).
3. Entry and exit of persons other than detainees, ICE staff, or Contractor Staff (e.g. attorneys and other visitors).
4. Fire drills and unusual occurrences.

#### E. Records and Reports

The Contractor shall prepare required orders, instructions; and reports of accidents, security violations, fires, and bomb threats. The reports shall be maintained, on file, concerning all activities in connection with duties and responsibilities for the services performed under this contract. All such records must be kept using a system with a written policy, which allows the reports to be made available to the Government for inspection. The Contractor shall, at the request of ICE, prepare any special or other reports, or issue further orders and instruction as may be required in support of work within the scope of this contract. The distribution, format, and time elements for these reports shall be directed by Government request. All records and logs, required for operation and performance of work under this contract, shall be made available to ICE at contract completion. The Contractor shall provide a detailed and comprehensive inventory of records to be turned over to the Contracting Officer at contract completion or contract termination. The written inventory shall be recorded on Standard Form (SF) 135, Records Transmittal and Receipt, and shall be consistent with National Archives and Records Administration guidelines for inventoried records (see: <http://www.archives.gov/global-pages/subject-index.html> ). Inventory shall describe the contents of a particular box of records and shall include record type, date of records and shall be consistent with NARA inventory requirements. The SF- 135, Records Transmittal and Receipt shall be itemized in sufficient detail to provide program officials with the information required for researching or retrieving retired records. Instructions for the level of detail required can be found on the back of the SF- 135a, Records Transmittal and Receipt (continuation) and the Contractor shall inventory the records to that level of detail.

## F. Detainee Counts

The Contractor shall monitor detainee movement and physically count detainees as directed in ICE Operations Manual and post orders. The Contractor shall be responsible for documenting the physical detainee counts in the logbook. The Contractor shall ensure ICE procedures are followed when the physical detainee count does not show all detainees are accounted for. At a minimum, detainee counts shall take place twice a day or as directed by the COTR. 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.

## G. Daily Inspections

The Detention Officers shall conduct daily inspections of all security aspects of ICE site. They shall check all bars, locks, windows, walls, floors, ventilation covers, glass panels, access plates, protective screens, doors, lights, and equipment for operational wear and detainee tampering. The Detention Officers shall also report slippery floor surfaces. This documentation shall be made daily in ICE logbooks and on "Work Request Forms" provided by ICE. Problems discovered during these inspections shall be clearly identified in the documentation. The Detention Officer shall also notify the COTR of any abnormalities or problems. The Contractor shall immediately notify the COTR or ICE Supervisor on duty of any physical facility damage. Written documentation of these inspections shall be submitted to the COTR by the end of the shift.

## H. Control of Contraband

The Contractor shall conduct searches for contraband in conjunction with ICE personnel, at least twice a month, in all areas in which detainees have access. Searches shall be random and unannounced. During the searches, detainee possessions shall be disturbed as little as possible. Contraband items shall be immediately confiscated and turned over to the COTR or ICE Supervisor on duty. The Detention Officers shall document records of the searches in ICE logbooks and forward a report to the COTR within 24 hours after discovery of the contraband items.

## I. Keys and Access Control Devices

The Contractor shall enforce ICE key and access control device policies. The Contractor is responsible for all devices issued to them for ICE buildings, gates, and locks. The Contractor shall sign and acknowledge receipt of these devices. The Contractor shall follow ICE procedures that include, but are not limited to, the following:

Security keys and access control devices shall not be removed from the site.

Notify ICE first line supervisor immediately if a key or locking mechanism is compromised or lost. Emergency keys shall be available in the main control center.

Entrance Access Controls: The Contractor shall operate and enforce the personnel admitting and identification systems, and package inspection procedures in accordance with security guidelines at the protected premises prescribed by ICE. The Contractor may accept registered mail and parcels after approval from ICE.

## J. Control of Chemicals

The Contractor shall adhere to ACA and OSHA established procedures, applicable laws and regulations governing the storage and inventory of all flammable, toxic and caustic materials used for janitorial cleaning, laundry maintenance, vehicle maintenance and other applications.

## K. Post Orders

ICE will provide post orders, policies and procedures and instructions necessary for proper performance at each duty location. The Contractor shall acknowledge the post orders, policies, procedures, and instructions and implement them immediately. Each post will have a separate post order. The Contractor is responsible for compliance with all such orders, policies and procedures and instructions.

The Contractor shall make post orders available to all Contractor employees. Each Detention Officer shall certify, in writing, that he or she understands and agrees to comply with all post orders, policies and procedures and instructions prior to being initially assigned to that post. The Contractor shall retain Detention Officer Certifications and make them available to the COTR upon request.

## L. Deviation from Prescribed Schedule Assignments

The Contractor is authorized to deviate from the scheduled assignment when unusual conditions or circumstances so demand, and if prior approval is received from the COTR. All deviations shall be recorded in the daily logbook. When the COTR is not available, the Contractor shall notify ICE Supervisor on duty not later than the next business day after the anticipated deviation from the schedule.

## M. Use of Force Policy

ICE restricts the use of physical force by Detention Officers to instances of justifiable self-protection, protection of others, protection of property and prevention of escapes. Physical force may only be used to the degree necessary to safeguard the well being of the detainee(s) and others in the immediate area. The following policies pertain to use of force:

1. In no case shall physical force be used as punishment or discipline.
2. The Contractor shall adhere to ICE Policy Statement on the use of non-deadly force.
3. The responsible Detention Officer(s) shall immediately report all instances of use of physical force to the COTR or ICE Supervisor on duty. Prior to leaving his or her shift, the Officer(s) shall prepare a written report and submit it to the Supervisory Detention Officer. The Project Manager shall review, approve, and provide the report to the COTR within 24 hours of the incident.

4. The physical force report shall include:

- a. An accounting of the events leading to the use of force.
- b. A precise description of the incident to include date, time, place, type of force used and reasons for employing force.
- c. A description of the person (Detention Officers or detainees) who suffered described injuries, if any, and the treatment given.
- d. A list of all participants and witnesses (contractor, detainees and ICE personnel) to incident.

N. Use of Restraints Policy

The Contractor shall comply with ICE written policy and procedures governing the use of restraint equipment. Restraints shall never be applied as punishment as or for more time than is necessary. Restraints shall be used only as a precaution against escape during transfer to prevent detainee self-injury, injury to others, property damage; or for medical reasons under direction of the Health Authority. Restraints consist of handcuffs, waist restraints, and leg restraints. When directed by the COTR, the Detention Officer may use Government provided disposable nylon straps in lieu of handcuffs or leg restraints in emergencies, mass arrest situations, or if a detainee's wrists or ankles are too large for conventional restraints. ICE prohibits the Contractor from using all other restraint devices.

O. Intelligence Information

The Contractor shall notify the COTR or ICE Supervisor on duty immediately on issues, which could impact the safety, security, and the orderly operation of the facility.

P. Lost and Found

The Contractor shall turn over all lost and found articles to the COTR or ICE Supervisor.

Q. Escapes

The Contractor shall take all appropriate measures to prevent escapes. The Contractor shall notify the COTR or ICE Supervisor on duty immediately if an escape or an attempted escape has occurred. The Contractor shall provide the COTR with a written report prior to the end of the shift. The Contractor shall be held to the following standards concerning escapes:

The Contractor assumes absolute liability for the escape of any detainee in his/her control.

The Contractor shall provide written policies and procedures regarding the actions to be taken in the event of an escape. This document must include reporting requirements for all contract employees, escorts, supervisors and management personnel. These procedures must meet the approval of the COTR, be reviewed at least annually and updated as necessary.

Escapes shall be grounds for removing the responsible Contractor Employee (s) from duty if the Contractor Employee(s) is/are determined by the Contractor or the Contracting Officer to be at fault.

4. Corrective actions prevent future escapes or attempted escapes shall be taken immediately and verbally communicated to the COTR for approval. A written report of the remedial action shall be due to the COTR within 24 hours of an escape or attempted escape.

5. ICE may make deductions due to nonperformance under the inspection of Services clause of the contract.

## SECTION 7 - DETAINEE RIGHTS, RULES, DISCIPLINE AND PRIVILEGES

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

## SECTION 8 – WORK DETAILS

A. The Contractor shall supply sufficient Detention Officers to monitor and control detainee work details assigned by the COTR at the SPC location. Unless approved by the COTR, these work details must be within the security perimeter. Detainee work details consist of cleaning, and other duties as assigned by the COTR. The number of work details shall be based on the number of Detention Officers available. It will be the sole responsibility of ICE to determine whether a detainee will be allowed to perform on voluntary work details and at what classification level. All detainees shall be searched when they are returned from work details.

## SECTION 9 – HEALTH, SAFETY AND EMERGENCY STANDARDS

### A. Disturbances and Safety

The Contractor shall comply with ICE written plans, policies, and procedures that specify actions to be followed in emergencies. The Contractor shall ensure that ICE emergency plans and procedures are accessible at all posts. The Contractor shall divert its Detention Officers from their normal duties to control emergencies. Emergency situations include the following: detainee disturbances, taking of hostages, and evacuation of the site including the medical unit, fires, and acts of nature.

The Contractor shall document disturbances and immediately report all serious incidents as well as provide a report 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 use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods); fence damage; power outages; bomb threats; high profile detainee cases admitted to a community hospital; significant environmental problems that impact the facility operations; transportation accidents (airlift, bus, etc.) resulting in injuries, death or property damage; and sexual assaults.

Pursuant to ICE instructions, the Contractor shall counteract civil disturbances, attempts to commit espionage or sabotage, and other acts that adversely affect the normal site conditions, the security and safety of personnel, property, detainees, and the general public.

#### B. Evacuation Plan

The Contractor shall comply with a written ICE evacuation and alternate staging plan for use in the event of a fire or major emergency.

#### C. Injury, Illness, and Reports

The Contractor shall immediately assist employees, detainees, or others on the premises in need of immediate help or who are injured or ill. If appropriate, Contractor employees shall provide first aid.

The Contractor shall immediately tell the COTR or ICE Supervisor on duty about all incidents that result in physical harm to or threaten the safety, health, or welfare of any person at the site including job-related injuries. If a detainee requires immediate medical attention, the Detention Officer shall notify the medical provider as well as the COTR or ICE Supervisor on duty.

The Contractor shall submit a follow-up written report to the COTR within 24 hours of the occurrence. The Contractor shall cooperate with ICE in reviewing serious incidents. A serious incident means any incident resulting in injury to a detainee, Contractor staff, ICE staff, or property damage.

The Contractor shall submit a monthly injury report summary containing, but not limited to, name, time/date, location, circumstances, care rendered, current status, Worker's Compensation status, and reference to identification of initial report.

#### D. Protection of Employees

The Contractor shall comply with ICE comprehensive plan and procedures to safeguard employees against exposure of blood borne pathogens. ICE plan is based upon OSHA standards.

#### E. Medical Requests

The Contractor shall adhere to ICE policies and procedures regarding detainee medical requests. If detainee requires immediate medical attention, the Detention Officer shall immediately notify his Supervisor via radio or telephone. The Contractor's Supervisor will, in turn, notify the medical provider as well as the COTR or ICE Supervisor on duty.

#### F. Emergency Medical Evacuation

The Contractor shall comply with ICE written policies and procedures for emergency medical evacuation of detainee(s) from within the facility.

#### G. Detainee Death or Injury

The Contractor shall comply with ICE Facility Operations Manual in the event of a detainee injury or death. In the event of such an occurrence, the Contractor shall immediately notify the COTR or ICE Supervisor on duty.

## **LODGING**

The Contractor shall provide detention services, to include housing, transportation, subsistence and record keeping services for ICE, in support of the inspections and removal process. All scheduling for individuals detained at the contractor's detention site shall be the responsibility of the contractor.

### **1. Individual Detainee Housing**

The Contractor shall provide adequate living space with no less than 70 square feet of floor space for each individual detainee. Each room has, at a minimum, the following facilities and conditions:

- a. Sanitation facilities, including access to a toilet above floor level that is available for use without staff assistance twenty-four hours a day and a washbasin with hot and cold running water;
- b. A bed above floor, level hooks or closet space, chair or stool;
- c. Natural light;
- d. Lighting which is at a minimum of twenty (20) foot-candles at bed level and in the personal grooming area;
- e. Circulation of at least ten cubic feet of outside or recirculated filtered air per minute per human occupant;
- f. Winter temperature range shall be 68 - 74 degrees Fahrenheit and summer temperature range shall be 72 - 78 degrees Fahrenheit;
- g. Noise levels not exceeding seventy decibels in daytime and forty-five decibels at night.

### **2. Multiple Occupancy Housing**

If required, multiple occupancy rooms, housing no more than three unrelated detainees with separate beds. Detainees shall be screened prior to admission for suitability to group living. Family units are exempt from this restriction. The rooms shall provide:

- a. Continued observation by staff;
- b. A minimum floor area of fifty feet per occupant in the sleeping area and a clear floor-to-ceiling height of not less than eight feet;
- c. Toilet and shower facilities with hot and cold running water;
- d. One operable washbasin with hot and cold running water;
- e. Natural light;
- f. Beds above floor level;
- g. A closet or storage area for the occupant's belongings;
- h. Access to a shower or tub with hot and cold running water.

When both males and females are housed in the same facility, they shall be provided physically separated sleeping and day room quarters, with the exception of families whose assignment will be approved by the COTR.

### **3. Juvenile Housing**

Unaccompanied juveniles shall be detained separately from adults. Service policy generally mandates that no unaccompanied alien minors shall be held in a detention facility for longer than 72 hours. All exceptions to this policy must be affirmatively approved in advance by the COTR. Juveniles may be detained only

with related family members, upon concurrence of the COTR, Supervisory Detention and Deportation Officer or Supervisory Immigration Inspector.

4. Zoning, Fire and Housing Regulations

All applicable zoning, fire and housing regulations will be observed and appropriate Inspection certifications shall be available for review by the COTR. A facility in violation of fire and life safety codes shall not be used.

5. Unacceptable Housing

Any conditions listed below shall preclude use of a facility:

- a. Documented non-compliance or condemnation of the facility by state or local authorities for applicable fire or safety code violations;
- b. Lack of fire/smoke detection equipment;
- c. Lack of reliable written procedure for the prompt release of detainees from housing areas in case of emergency.

All housing sites must be approved, in writing, by the COTR prior to lodging detainees at those sites. Personal residences shall not be used for detention.

6. Short Period Detainee Sites

Detainees held for short periods shall be kept in appropriate sites, such as contractor offices or airline lounges. Public contact shall be kept to a minimum, and transportation of detainees is only permitted in the event of a medical emergency or as ordered by the COTR.

7. Detention Site Standards

The Contractor shall insure that the detention site conforms to the following requirements:

- a. Be clean and vermin/pest free
- b. Have a suitable waste disposal program
- c. Provide suitable linens (sheets, pillow cases, towels, etc.) Launder and change linens daily and after detainee is removed.
- d. Provide appropriate clean blankets
- e. Clearly identified unimpeded fire and emergency exits which permit prompt evaluation of detainees and staff members in an emergency;
- f. Have articles of personal hygiene (e.g., soap, toothbrush, toothpaste, comb, toilet paper, shaving equipment and women sanitary items) not already possessed by the detainee.



For security purposes, an inspection of the detainee housing areas shall be conducted a minimum of once a day. The inspection shall be logged into the security logbook be available for review by the COTR.

All locks, windows, walls, floors, ventilators, covers, access panels and doors shall be checked daily for operational wear and detainee tampering. Steps shall be taken to immediately replace or repair all defective equipment.

The Contractor shall be knowledgeable of the security aspects presented by detention (infrastructure, furniture, location) or possible escape attempts from detention sites in the upper stories of buildings, which might result in the injury, or death of detainees.

The Contractor's detention site(s) shall be subject to periodic and random inspection by the COTR to insure compliance with DHS Standards. Deficiencies shall be immediately rectified or a plan for correction submitted to the COTR for approval.

8. Alien Subsistence Requirements

The Contractor shall provide meals that are nutritionally balanced, well planned, and prepared and served in a manner that meets established governmental health and safety codes for all detainees housed in the contractor's detention site and during the time the detainees are away from the Service Processing Center and contractor's detention site (such as; during transportation, hospital or doctor visits etc.)

**The Contractor shall keep records to substantiate the nature of the meal served under the direct supervision of a Detention Officer and shall not use withholding of food as a means of discipline or punishment.**

## FOOD SERVICES

### BACKGROUND

The Contractor shall provide food services for the Department of Homeland Security (DHS) in support of three locations in Puerto Rico. Food services are for the detainees housed at the Aguadilla Service Processing Center located at 505 Gun Road, Aguadilla Puerto Rico and the San Juan GSA Building located on Highway 28/Intersection Road 165, Guaynabo, Puerto Rico and the Luis Munoz Marin International Airport (LMMIA), International Arrivals Terminal Area, Isla Verde, Puerto Rico. The meal quantities listed in the contract schedule are estimated and not a guarantee of any kind although they are based on past history and anticipated requirements.

### INTRODUCTION

The Contractor agrees to provide quality, nutritious, timely and cost effective food services to detainees of varying cultural, ethnic and national backgrounds.

The Contractor shall have facilities and furnish necessary labor, supplies, equipment, and transportation to comply with the specifications delineated in this specification, except for such equipment listed under the government property.

The Contract shall provide three freshly prepared meals daily, of which the evening meal and at least one other meal will be hot, seven days a week for an average of 50 adult male and 15 female detainees\*.

\* The SPC facility capacity is 50 males and 15 females for a total of 65. The contractor should have the ability to provide meals for at least 200% over the population.

The contractor shall have the ability to immediately provide special meals to meet medical, vegetarian, religious or cultural dietary requirements as directed by Supervisory Detention/Deportation officer immediately upon request.

The Contractor shall resolve all questions regarding orders for special diet meals with either the Supervisory Detention/Deportation Officer or Physician prior to preparation and delivery.

The Contractor shall comply with contract specifications in regards to the actual number of meals and /or box lunches required; with as little as two hours notice.

The Contractor shall assure appropriate container storage and timely transportation of all meals in containers, carts and vehicles that will assure compliance with temperature requirements as well as all applicable health and sanitation standards.

The Contractor shall agree to deliver detainees meals despite shutdowns in electrical power supplies. The contractor shall have an alternative mode of electricity (power generator) in order to provide food service when power shortages or emergencies such as hurricanes affect the electrical power.

Before commencing work, all contractor employees shall have written approval of the COTR.

The Contractor Employee Conduct.

The Contractor shall develop for his/her employees' standard employee conduct and specific disciplinary actions that are consistent with Federal Standards of Conduct, 5 Code Federal Regulations (CFR) Part 2635. Contracts employees shall certify that they have read the standards of conduct and documentation of such shall be recorded and preserved by the Contractor on-site, to be provided to the COTR upon request. The Contractor shall supply report(s) of employee(s) violations of or attempt to violate standards of conducts. The Contractor shall hold his/her employees accountable for their conduct based on these standards, which are not restricted to, but must include:

The Contractor shall not display favoritism or preferential treatment to one detainee, or group of detainees over another.

The Contractor employee may not deal with detainees except in a relationship that shall support the approved goals of the facility. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor or service, from any detainee or from any detainee's family or close associate, no matter how trivial the gift or service may seem, for themselves or any member of their family. All staff members are required to report to the facility director any violation or attempted violation of these restrictions, in addition, no staff shall give any gift, favors, or service to detainees, their family, or close associates.

The Contractor employee shall not enter into any business relationship with detainees of their families (Example – selling, buying, or trading personal property).

No employee shall have any outside or social contact (other than incidental contact) with any detainee, his/her family, or close associates.

The Contractor shall report all violations or attempted violations of the Standards of Conduct or any criminal activity to the COTR. Violations may result in employee dismissal by the Contractor or at the discretion of DHS. Failure on the part of the Contractor to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Contractor to appropriate action up to and including termination of the contract for default.

The Contractor shall provide all employees with a copy of the Contractor's Standard of Conduct. All employees must certify in writing that they have read and understood these rules. A record of this certificate must be provided to the COTR prior to the employee's beginning work under this contract.

## EXPLANATION OF RMS

DHS- Department of Homeland Security

Contractor – The entity, which provides the services, described in this Performance Work Statement.

Contracting Officer (CO) – An employee of the Department of Homeland Security 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 Officers' Technical Representative (COTR) – An Employee of DHS responsible for monitoring all technical aspects and assisting in administering the contract.

DHS Detention and Deportation Officer – An employee of DHS responsible for detainees surveillance, transportation, and removal.

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

## CYCLE MENUS

The Contractor shall develop, implement, and adhere to its own 35-day cycle menus for regular, vegetarian, and medical diets. The revised copy of the menu is sent in advance to the COTR for reference when there is any alteration on the menu:

Medical diets include diabetic, low cholesterol, low sodium, blenderized and liquid. Diabetic snacks shall also be provided.

Said menus shall incorporate the four basic food groups (e.g. milk/milk products; other proteins (meat, poultry, fish, eggs); breads and cereal; and vegetables and fruits.)

Menus shall incorporate regional food preference and be based on recommended dietary allowances for detained adult populations.

The Contractor shall prepare 35-day cycle menus with clearly stated portion sizes for all food items listed. Substitution are not permitted without certification by a registered dietician. One time (i.e. emergency or lack of deliveries substitutions will be made only after notifying DHS supervisor on duty. The COTR must approve permanent substitutions (i.e. menu changes) in advance.

The Contractor's shall utilize Chapter 4, MENU PLANNING, of the Bureau of Prison's Food Services Policy and Procedure Manual as a guide in defining a cycle menu.

The Contractor shall adhere to the Bureau of Prisons Standard Daily Rations and the Recommended Daily Allowances as the criterion for meeting the quantity and nutritional specifications of the contract.

The Contractor shall provide a copy of each 35-day cycle menu to the CO for approval prior to the onset of the agreement period.

The Contractor shall prepare a special Holiday menu for the evening meal in observance of the Easter season and Christmas season. Said menu shall incorporate regional dishes traditional to the

approved holiday.

## FOOD PREPARATION AND PACKAGING

The Contractor shall assure and document that all kitchen personnel have the necessary skills and training to comply with menu preparation, packaging, preservation, and serving requirements. The Contractor shall notify DHS of any employee changes.

The Contractor shall prepare all food at its own off-site facility in accordance with accepted, safe, and sanitary food preparation practices.

In preparing food properly, the Contractor shall adhere to at least the following and other appropriate guidelines:

Prepare food with minimal manual contact, using suitable utensils, on surface that have been cleaned, rinsed and sanitized to prevent cross contamination.

Thoroughly wash raw fruits and vegetables with clean water before cooking or serving.

Cook food that are potentially hazardous to an internal temperature of at least 140 degrees F. Poultry products should be cooked to at least 165 degrees F.

Reconstituted dry milk and dry milk products may be used in instant desserts and whipped products or for cooking and baking purposes. They should not be served as beverages or in beverages, because of the potential for contamination in reconstituting and dispensing such products.

Liquid, frozen or dry egg products should be used primarily for cooked or baked products, because of the possibility of recontamination after opening, thawing, or reconstitution.

Reconstitution nondairy creaming, whitening or whipping agents only when they will be stored in sanitized, covered containers, and cooled to 41 degrees F. or lower within four hours after preparation. The Contractor shall ensure that all meals are clearly labeled with the date stamp indicated the day, month and year meals are prepared.

All individual containers of milk, juice, and punch shall be served within the labeled expiration date. Reheat potentially hazardous foods rapidly to 165 degrees F. or higher before being served, or before being placed in hot food storage equipment. Steam tables, warmers and similar hot food holding equipment, are not to be used for reheating potentially hazardous foods.

The Contractor will use thermometers to ensure the attainment and maintenance of proper internal cooking, holding or refrigeration temperatures of all potentially hazardous foods.

Separate cutting boards should be provided for meat, poultry, fish, and raw fruits and vegetables. Cooked foods should not be cut on the same boards as raw products.

In transporting, displaying and serving food, the Contractor shall adhere to at least the following standards, as well as other appropriate guidelines:

The Contractor shall inspect the meals assembly area, at the Service Processing Center "Food Service Area", to ensure that all menu items are present and have been taste tested by the COTR or, at his discretion, by a designated representative; foods are properly arranged for service and attractively displayed; hot foods are 140 degrees F. and cold foods are below 41 degrees F. at the time of serving. Potentially hazardous foods that have been cooked are reheated to 165 degrees F. before being served. All service counters are clean; appropriate serving utensils are available prior to service and are used in accordance with menu specifications; and food service workers are instructed on proper serving techniques and portion control.

Suitable dispensing utensils are utilized by the Contractor to minimize manual contact with food.

Food on display is protected from contamination by the use of packaging, protector devices, display cases, or other effective means. Enough hot-holding or cold-holding equipment is available to maintain the required temperature of potentially hazardous foods.

Ice for consumer use . . . dispensed only by scoops, tongs or other ice dispensing utensils or through automatic, self-serving ice dispensing equipment. Between uses, ice transfer utensils or receptacles must be stored in a way to protect them from contamination.

During transportation, including transport to others locations for service food must be held at the conditions specified for cold or hot holding. The Contractor shall determine the proper temperature and transportation requirements for each menu item in accordance with established food service practices.

The Contractor shall determine proper microwave settings and heating time for all menu items requiring reheating prior to serving. The Contractor is responsible for providing suitable containers for use in microwaves.

The Contractor shall:

Bring all individual food items for the meal to the Service Processing Center ready to assemble and serve to the individual detainees; or

Bring the complete and fully assembled meals to the Service Processing Center and serve to the individual detainee.

This determination depends upon the geographical location of the Contractors facility with respect to the DHS service site, and the ability of the Contractor to deliver food items meeting DHS temperature standards.

The Contractor shall assemble individual meal items on individual trays in the "Food Service Area" and reheat as necessary. Assembly includes the placement of specified, individual portions on appropriate plates, in bowls and cups, and on individual trays, along with condiments and eating utensils.

#### FOOD TRANSPORTATION, DELIVERY AND SERVICE

The Contractor shall deliver all meals in a clean vehicle capable of maintaining required food temperature.

The Contractor shall insure that vehicles used for food transport are hygienically maintained, and serviceable for the purpose.

Vehicles used for food transport shall not be used for trash waste material, waste food, or other refuse removal or transport.

The Contractor shall store all menu items in appropriate, temperature, controlled, insulated, sealed containers while in transit to the Service Processing Center or GSA Building and until microwave and/or served to the detainee population. The COTR to assure compliance with contract specification will routinely monitor the temperature of food items upon receipt at the Service Processing Center.

1. The Contractor shall present both hot and cold foods as part of the same meal by utilizing food transport equipment, selection of insulated containers, and/or assembly procedures of meals. The Contractor shall determine menu items by dietary evaluation and palatability, and shall not allow item temperature to be the determining factor.

The Contractor shall deliver all meals to the designated Services Processing Center or GSA Building "Food Service Area" unless directed to an alternative area by the DHS Supervisory Detention and Deportation Officer or designee.

The Contractor shall load, assemble, reheat as needed, and serve all meals.

The Contractor shall serve each assembled tray through a window in the "Food Service Area" to female detainees in the adjacent female eating area.

The Contractor shall place assembled trays for male detainees in insulated temperature controlled food carts for hot and cold items, that will withstand exposure to outside physical elements and have sufficiently tight door seals to prevent entry by pests, and physically take the insulated temperature controlled food carts (s) to the male eating area.

The Contractor shall serve detainees their individual trays and return the insulated temperature controlled food cart(s) to the "Food Service Area" upon completion of each meal. The Contractor personnel shall be escorted at all times. At the Service Processing Center the Male eating area is approximately 100 feet from the "Food Service Area", and requires that the Contractor roll the insulated temperature controlled food cart (s) along the backside of the Service Processing Center over a concrete, but uncovered walkway to another rear entrance.

The Contractor shall remove all un-served food and all waste material from the "Food Service Area" after each meal.

The Contractor shall dispose of all un-served food and all waste material from the "Food Service Area" off-site.

The Contractor shall assure that all meals are palatable with respect to taste, temperature, texture, and smell prior to serving. Meals shall be visually appealing with respect to color balance and presentation as well as in conformance with quantity specifications.

The Contractor shall provide all meals in a sanitary condition to assure that proper temperatures are maintained for all food items through the point of serving to the individual detainees.

The Contractor shall provide all necessary and appropriate condiments (salt, pepper, sugar, sugar substitute, mustard, mayonnaise, ketchup, salad dressing, etc...) in individually sealed, ready to use serving containers or packets. All containers or packets shall be within labeled expiration dates.

The Contractor shall provide disposable trays, plates, cups, bowls, utensils, and napkins for each meal. All of the foregoing products shall be sanitary with little odor or taste and suitable for use in a correctional environment. Utensils shall be individually wrapped and sealed in a sanitary package. There shall be prior approval by the COTR of all such equipment.

The Contractor shall clean all food assembly and serving areas microwave ovens, refrigerators, coffee urns, and other food preparation materials after each meal. The contractor personnel shall be escorted at all times.

## BOX LUNCHES

The Contractor shall provide box lunches as directed by the Supervisory Detention/Deportation Officer for transferring detainees and late arrivals. Box lunches shall consist of:

2 Sandwiches one must be meat (2-oz. Total protein to include any combination of beef/chicken/Turkey) plus cheese as a separate item.

Sandwich\*  
1 set Condiments (Mustard/Mayo)  
1 oz bag Chips (corn/potato)  
1 medium fresh fruit (apple/orange/banana/etc...)  
1 carton milk/juice/punch (8 oz)  
1 each napkin/moist towelette

\* The Contractor shall consult the COTR for type of bread to be served.

Box lunch sandwiches shall be individually bagged to protect against deterioration as well as to promote sanitation. Meat shall be sliced the day of preparation. Leftover food from prior meals shall not be used to prepare box lunches.

Box lunches shall be packed in disposable, snack boxes and stored in refrigerators or cold, thermo-transport containers until served to detainees.

## SANITATION AND HEALTH

The Contractor shall comply with all contract specification as well as with all applicable local Commonwealth, and Federal health and sanitation department requirements with respect to food selection, storage, preparation, and delivery throughout the contract period. Appropriate certification shall be available for inspection by the Contracting Officer.

The Contractor shall assure that kitchen personnel comply with all applicable local and commonwealth food handler requirements.

The Contractor shall permit on-site inspections of its facilities by DHS designated officials. Such inspections may either be scheduled or unannounced.

The Contractor shall forward copies of all required certifications to the Contracting Officer prior to the start of the contract period.

The Contractor shall provide sample meals and/or box lunches upon request for review by the COTR in order to assure Contractor compliance with terms of the agreement. Such request may be random and unannounced.

## EMERGENCY FOOD SERVICE PLAN

The Contractor shall develop and implement an Emergency Food Service Plan acceptable to DHS that assures continuity of food services in case of either natural or manmade disaster or other conditions affecting either preparation or delivery of meals.

The Contractor's plan shall address specific mechanism for the provisions of at least three days of emergency food services, of which one day's supply of meals may be stored on-site.



The Contractor shall provide the Contracting Officer with a copy of such a plan within ten days of the start of the contract period.

### DIETICIAN CERTIFICATION

The Contractor shall assure that each 35-day cycle menu in use at the Service Processing Center and at the GSA Building is certified by a registered dietician as meeting contract specification, prior to the onset of the agreement. The Contractor shall also assure that all special dietary meals requested by a physician or dentist are certified by a register dietician bi-yearly.

The Contractor shall also assure that a register dietician certifies all special dietary meals requested by a physician or dentist.

A copy of all dietician certifications shall be forwarded to the Administrative Contracting Officer.

### MEAL TIMES

The Contractor shall deliver all meals within the following schedules and all meals shall be served within one hour of delivery:

Morning	between 6:30 AM - 7:00 AM
Mid-Day	between 11:30 AM - 12:00 PM
Evening	between 5:30 PM - 6:00 PM

No more than 14 hours shall elapse between dinner and breakfast meals; a minimum of at least 3 hours shall elapse between the service on any two meals.

No two meals shall be delivered at any one time.

### MISCELLANEOUS

The Contractor shall secure and account for all serving utensils and materials with the Supervisory Detention/Deportation Officer or designee in order to prevent misuses as potential weapons.

The Contractor shall not store other than emergency supplies or equipment at the Service Processing Center unless approved by the Supervisory Detention/Deportation Officer or designee.

## GOVERNMENT PROVIDED EQUIPMENT FOR ON-SITE USE ONLY

- \* Commercial size refrigerator
- \* Commercial size freezer
- \* Commercial size microwave oven (two) with stand
- \* Commercial size coffee urn
- \* Stainless steel food assembly tables (two)
- \* Stainless steel double sink/counter unit
- \* Ice Machine

**\*Asterisks denote that these are only available at the Aguadilla SPC.**

## PACKAGING

Empty individual serving containers shall be provided by the Contractor and shall be of the compartment and disposable type.

All drinks and beverages, except coffee shall be delivered and furnished in individual, sealed disposable containers.

Box meals shall be delivered individually in appropriate disposable containers.

Plastic utensils shall be provided.

## WEIGHT AND MEASURE

All cartons will be marked to identify number of servings per unit, i.e. milk; one glass (8 oz) should be served in sealed container, ½ -pint (8oz) cartons.

## SECURITY REQUIREMENTS

### GENERAL

The Department of Homeland Security (DHS) has determine that performance of this contract requires that the Contractor, subcontractor(s), vendor(s), etc, (herein known as Contractor), requires access to DHS detainees population, and Contractor will adhere to the following:

#### Suitability Determination:

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or sensitive Government information access for Contractor employees, based upon the result of a background investigation. DHS may, as it deems appropriate authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employee to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD shall not be considered as assurance that a full favorable EOD decision or a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed unescorted access to a government facility without a favorable EOD decision or suitability determination by the Security Office. Contract Employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS' facilities will

not be subject to security suitability screening.

Background Investigation:

Contract employees (to include applicants, temporaries, part time and replacement employees) under the contract, needing access to DHS detainee population, shall undergo a position sensitive analysis based on the duties each individual will perform on the contract. The results of the position sensitive analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through the Security Office. Prospective Contractor employee shall submit the following completed forms to the Security Office through the COTR no less than 45 days prior to entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

Standard Form 85P, "Questionnaire for Public Trust Positions"

FD Form 258, "Fingerprint Card" (2 Copies)

Foreign National Relatives Associates Statement

Form 555, "Disclosure and Authorization Pertaining to Consumer Reports pursuant to the Fair Credit Reporting Act"

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the Security office. Specific instructions on submission of packages will be provided upon award of the contract.

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

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to or development of any DHS IT system. DHS will consider only US Citizens and LPRs for employment on this contract. DHS will not approve LPRs for employment on this contract in any position that requires the LPR to access or assist in the development, operation, management or maintenance of DHS IT systems. By signing this contract, the Contractor agrees to this restriction. In those instances where non-IT requirements contained in the contract can be met by using LPRs, those requirements shall be clearly described.

## SECURITY REQUIREMENTS – continued

If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

DHS reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

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

The Security Office must be notified of all terminations/resignation within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card.

### Employee Eligibility:

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

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

Security Management

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the Security Office through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

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

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

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

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

## TRANSPORTATION SERVICES

### A. Transportation Services:

With the direction of the COTR or designated ICE Officer, the Contractor shall provide transportation services, as required, to securely transport alien detainees. The Contractor shall furnish sufficient vehicles (a minimum of 2 vehicles at all times) approved by the Government, in good repair and suitable to safely provide the required transportation services. Vehicles furnished by the Contractor shall each be equipped with interior security features such as; but not limited to: door lock controls, window locks, a wire cage with acrylic panel between the driver seat and the passenger seats and provide physical separation of detainees from Detention Officers. The Contractor shall not allow employees to use their privately owned vehicles to transport detainees. All vehicles used for transport of detainees shall meet all Commonwealth and local inspection standards and shall be kept clean, free of trash and odor. A maintenance log and a trip log shall be created and maintained for each vehicle.

#### 1. SPC Location.

Transport Routes: The transport of detainees to and from various destinations, by Detention Officers, has been classified by routes and the various destinations. Distances are one-way. The Contractor must provide justification included with the invoice for mileage exceeding the approximate mileage listed below. Additional mileage is subject to COTR approval

Route	Miles (One Way)	From
1	2.5	The Aguadilla SPC to Centro Radiologico del Noroeste
2	2.5	The Aguadilla SPC to Contractor's detention site
3	4.5	The Aguadilla SPC to the Hospital Buen Samaritano
4	2	The Aguadilla SPC Deliz & Guzman, DDS
5	80	The Aguadilla SPC to San Juan GSA Building
6	TBD	Various locations as approved by COTR/designated DHS Officer.

#### 2. San Juan GSA Building

Transport routes: The transport of detainees to and from various destinations, by Detention Officers, has been classified by routes and the various destinations. Distances are one-way. The Contractor must provide justification included with invoice for mileage exceeding the approximate mileage listed below. Additional mileage is subject to COTR approval.

Route	Approximate Miles (One way)	From
1	5	San Juan GSA Building to San Patricio Office Center
2	10	San Juan GSA Building to LMMIA
3	5	San Juan GSA Building to Hospital Buen Samaritano
4	80	San Juan GSA Building to Aguadilla SPC

3. Airport Location.

Transport routes: The transport of detainees to and from various destinations, by Detention Officers, has been classified by routes and the various destinations. Distances are one-way. The Contractor must provide justification included with the invoice for mileage exceeding the approximate mileage listed below. Additional mileage is subject to COTR approval.

Route	Approximate Miles (One Way)	From
1	20	The San Juan Luis Munoz Marin International Airport (LMMIA) to the Hospital Buen Samaritano
2	5	The San Juan LMMIA to the contractor's detention site
3	5	The contractor's detention site to San Juan LMMIA
4	90	The San Juan (LMMIA) to the Aguadilla SPC
5	50	The Fajardo Airport (FAJ) to the Detention and Removal Holding Facility at the San Patricio Office Center
6	6	The Seaport Office to the San Juan (LMMIA)
7	6	The Seaport Office to the Detention and Removal Holding Facility at the San Patricio Office Center
8	10	The San Juan (LMMIA) to the Detention and Removal Holding Facility at the San Patricio Office Center
9	85	The Detention and Removal Holding Facility at the San Patricio Office Center to the Aguadilla SPC
10	15	The Detention and Removal Holding Facility at the San Patricio Office Center to the Hospital Buen Samaritano
11	15	The Hospital Buen Samaritano to the Detention and Removal Holding Facility at the San Patricio Office Center
12	6	The Detention and Removal Holding Facility at the San Patricio Office Center to the Seaport Office
13	10	The Detention and Removal Holding Facility at the San Patricio Office Center to the LMMIA
14	85	Aguadilla SPC to the Detention and Removal Holding Facility at the San Patricio Office Center
15	10	The Contractor's detention site to the Detention and Removal Holding Facility at the San Patricio Office Center
16	10	The Detention and Removal Holding Facility at the San Patricio Office Center to the Contractor's detention site

#### 4. Detainee Transportation to Hearings

The Contractor shall, upon order of the COTR or designated ICE Officer, transport detainee(s) to locations specified for hearings. The Contractor's Detention Officers shall:

Maintain custody of the detainee while at the hearing;

Limit the detainee(s) contact with the public, but not to his or her attorney;

Upon completion of hearings, transport the detainee(s) to the detention site, or to a designated ICE Officer for processing.

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

#### 5. Detainee Transportation to Hospital

The Contractor shall, upon order of the COTR or designated ICE Officer, or in an urgent medical situation, upon the Contractor's own decision, transport a detainee to a hospital location. An ambulance shall be summoned for all emergency situations. A Detention Officer(s) shall keep the detainee under constant (24 hours per day) supervision until the detainee is ordered to be released from the hospital, or by order of the COTR. The Contractor will then transport the detainee to the detention site.

#### 6. Detainee Transportation to Miscellaneous Locations

The Contractor shall occasionally be asked by the COTR to transport detainees to unspecified, miscellaneous locations and then to return the detainee to the detention site.

During all lodging and transport activities, the Detention Officer shall be the same sex as the detainee. Questions concerning Detention Officer Assignments should be directed to the COTR for final determination. Lodging and hospital security posts shall be located in areas which provide constant visual and auditory surveillance of detainees and provide Detention Officers with the capability to respond promptly to emergency situations.



GENERAL MAINTENANCE SERVICE  
AGUADILLA SERVICE PROCESSING CENTER

A. Scope of Work

The Contractor shall perform general maintenance services at Aguadilla Service Processing Center in accordance with all local and federal laws and the requirements of this Performance Work Statement (PWS). The Contractor, through innovation, technology and other means, shall perform the required services at frequencies determined by the Contractor unless otherwise noted in the PWS. The evaluation results will be based on end user satisfaction. All services must meet the prescribed Performance Standards below to be regarded as acceptable. Services considered unacceptable upon a validated customer complaint shall be re-performed at no additional charge to the Government. The Contractor shall notify the Government of any circumstances of needed repairs that may affect performance of contract work, present unsafe or unhealthy conditions, or cause any delays or interference of work by employees of the Contractor. Such notification shall be made immediately by the Contractor to the Officer-In-Charge (OIC). The Contractor shall furnish all labor, tools, supplies, materials and equipment required to perform the general services listed below.

B. Maintain Building Maintenance (Administrative Bldg., Main Bldg., Butler Bldg., and Quonset Hut).

1. Painting:

Performance Objective: Maintain all interior painted surfaces to achieve a neat and clean appearance using paint of the same type and color as originally applied to the interior surfaces.

Performance Standard: All interior painted surfaces are neat and present a clean appearance using paint of the same type and color as originally applied to the interior surfaces. No more than three (3) valid customer complaints per month.

2. Heating, Ventilation and Air Conditioning (HVAC):

Performance Objective: Maintain the facility's HVAC system.

b. Performance Standard: The HVAC system is clean and maintained in proper working order. All repairs and maintenance are completed promptly and documented in an appropriate logbook. No more than three (3) valid customer complaints per month.

3. Plumbing:

Performance Objective: Perform plumbing maintenance on gaskets and seals for all leaks as required for all plumbing fixtures (i.e., sinks, wash basins, showers, showerheads, valves, urinals, toilets, water fountains, etc). Maintain all plumbing fixtures to ensure proper function. Maintain thermostatic valves in all Shower Rooms.

Performance Standard: Plumbing fixtures are in proper working order and free from leaks. Thermostatic valves in all Shower Rooms are in proper working order. No more than three (3) valid customer complaints per month.

4. Light bulbs:

Performance Objective: Maintain all interior and exterior light bulbs and ensure that defective light bulbs are promptly replaced as needed with new light bulbs of the same type.

Performance Standard: All interior and exterior light bulbs are maintained in working order. Light bulbs that require replacement are replaced promptly. No more than three (3) valid customer complaints per month.

5. Window and Door Caulking:

Performance Objective: Check and maintain all interior and exterior window and door caulking.

Performance Standard: Caulking is maintained for all interior and exterior windows and doors to ensure that caulking is properly applied for its normal intended use. No more than three (3) valid customer complaints per month.

6. Generators:

a. Performance Objective: Maintain Generators, associated equipment and systems.

b. Performance Standard: Generators, associated equipment and systems are maintained in proper working order. All testing and maintenance of the generators, associated equipment and systems are documented in an appropriate logbook. No more than three (3) valid customer complaints per month.

7. Water Tanks:

a. Performance Objective: Maintain all water tanks. Ensure proper water levels are maintained and all water tanks are functioning properly.

b. Performance Standard: All water tanks are maintained in proper working order and are clean. No more than three (3) valid customer complaints per month.

8. Fences, Gates and Doors (Interior and Exterior):

a. Performance Objective: Maintain all interior and exterior fences, gates, doors, associated equipment and systems.

b. Performance Standard: All interior and exterior fences, gates, doors, associated equipment and systems are maintained in proper working order and free of rust, decay and any other condition that may affect their normal operation. All repairs and maintenance are completed promptly and documented in an appropriate logbook. No more than three (3) valid customer complaints per month.

9. Commercial Washers/Extractors:

a. Performance Objective: Maintain all commercial washers/extractors.

b. Performance Standard: Commercial washers/extractors are maintained in proper working order. No more than three (3) valid customer complaints per month.

10. Commercial Drying Tumbler:

- a. Performance Objective: Maintain all commercial drying tumblers.
- b. Performance Standard: Commercial drying tumblers are maintained in proper working order. No more than three (3) valid customer complaints per month.

11. Slide Gate Operators:

- a. Performance Objective: Maintain slide gate operators.
- b. Performance Standard: Slide gate operators are maintained in proper working order and free of rust, decay and any other condition that may affect its normal operation. All repairs and maintenance are completed promptly and documented in an appropriate logbook. No more than three (3) valid customer complaints per month.

12. Miscellaneous:

- a. The Contractor shall develop and maintain a service schedule for each building. The service schedule should indicate the days of the week, task, and frequency of service to be performed. The service schedule shall be submitted as soon as possible after contract award but no later than the end of the 60-day transition period. The Contractor shall coordinate with the OIC to agree upon a day and time that services shall be done that is convenient both to the Contractor and the occupants of the building. The Contractor shall provide written notification to the OIC informing him/her of the day services will be accomplished in their building. The OIC will be advised of changes as they occur. The Contractor shall comply with the submitted schedule as approved by the Contracting Officer (CO) or OIC.
- b. Storage area for equipment and supplies will not be provided at SPC facility.
- c. Lights shall be used only in areas during the time when work is actually being performed.
- d. Contractor or Contractor employees shall not adjust mechanical equipment controls on the air conditioning systems without the consent of the Officer-In-Charge (OIC).
- e. Water faucets or valves shall be turned off after each use.
- f. Windows shall be closed and lights and fans turned off when not in use.
- g. Contractor shall train Contractor employees how to participate in building fire and civil defense drills.
- h. Contractor employees are required to participate in a two-hour training program provided by the facility-training officer, which covers emergencies and other important facility information.

- i. Contractor shall promptly report fires, hazardous conditions, and items in need of repair to the OIC.
- j. Rooms in security areas shall be locked after cleaning and keys returned to designated office.
- k. Contractor shall turn in lost and found articles to the duty supervisor.
- l. Contractor shall notify an officer on duty when an unauthorized or suspicious person is seen on the premises.
- m. Equipment under warranty shall be maintained in accordance with the manufacturer's warranty instructions.
- n. Contractor employees that are to work within the facility shall be required to successfully complete a background investigation in accordance with the Section in the contract regarding Security Requirements prior to receiving unescorted access to the facility.
- o. Contractor personnel shall present a neat appearance and be easily recognized. This may be accomplished by wearing clothing bearing the name of the company or by wearing an appropriate badge containing the company name and employee name. Additionally employees shall be fully attired.
- p. The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.
- q. The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control.
- r. Ladders already on site and owned by the Government may be utilized on site by the contractor at their own risk.

**B. EMERGENCY FACILITY MAINTENANCE  
LABOR & MATERIALS WORK:**

Emergency Facility Maintenance Labor & Materials IDIQ work may be ordered on a task order basis. The order will specify the exact locations and types of work to be accomplished. The period of performance will be specified in each order.

**Emergency Labor & Materials portion:**

Contractor may be called upon to perform emergency maintenance services not listed in general maintenance Section A above. The emergency maintenance services include but are not limited to preparation or cleanup service required before/during/after an actual hurricane strike (i.e., boarding of windows, securing of fixtures, and removal of debris). All emergency calls shall be called in by the COTR or authorized DHS Designee. Emergency labor shall be based on hourly rates and material costs shall be invoiced at the contractor's actual cost.

Response time shall be within two hours of notification by a COTR or Designated DHS Official. If there is hurricane related event (such as; but not limited to: road blockage, severe flooding, local emergency alerts which do not allow vehicles to be on the road etc.) which prevents the contractor from reaching the site, the contractor shall notify the COTR of the events and make every effort to arrive at the Aquadilla SPC as soon as it is feasibly possible.

A maximum penalty of up to ten percent (10%) will be deducted from the total invoice price if the contractor does not respond within two hours after receipt of an emergency call unless it has been determined by the COTR that the contractor was incapable of meeting that deadline for the reasons stated in the prior paragraph.

GENERAL GROUND MAINTENANCE SERVICE  
AGUADILLA SERVICE PROCESSING CENTER

Scope of Work – Grounds :

The Contractor shall perform general ground maintenance services at Aguadilla Service Processing Center in accordance with all local and federal laws and the requirements of this Performance Work Statement (PWS). The Contractor, through innovation, technology and other means, shall perform the required services at frequencies determined by the Contractor unless otherwise noted in the PWS. The evaluation results will be based on end user satisfaction. All services must meet the prescribed Performance Standards below to be regarded as acceptable. Services considered unacceptable upon a validated customer complaint shall be re-performed at no additional charge to the Government. The Contractor shall notify the Government of any reasonable circumstances of needed repairs that may affect performance of contract work, present unsafe or unhealthy conditions, or cause any delays or interference of work by employees of the Contractor. Such notification shall be made immediately by the Contractor to the Officer-In-Charge (OIC). The Contractor shall furnish all labor, tools, supplies, materials and equipment required to perform the general services listed below.

Lawn Care.

Performance Objective: Maintain lawns to achieve a manicured appearance.

2. Performance Standard: Lawns are healthy and present a uniform appearance and a rich natural color. No more than three (3) valid customer complaints per month.

Mowing and Trimming.

Performance Objective: Maintain mowing and trimming of lawns to achieve a uniform grass height that presents a manicured appearance.

Performance Standard: Lawns are uniform in appearance and grass height is one half inch to three inches. Fences are free from vegetation. No more than three (3) valid customer complaints per month.

Edging.

Performance Objective: Maintain edging.

Performance Standard: Edging achieves a neat uniform appearance and vegetation does not encroach on ground structures. No more than three (3) valid customer complaints per month.

Irrigation Systems Operation and Maintenance.

Performance Objective: Maintain and operate water control devices and irrigation systems to provide the appropriate amount of water to lawns and other vegetation.

Performance Standard: Irrigation provides proper health, growth, appearance and color of grounds. Sprinkler heads and riser heads are operable, free of leaks, obstructions, or other defects that prevent proper operation. Repair of system defects and all other needed repairs are scheduled for completion within 24 hours of identification. No more than three (3) valid customer complaints per month.

#### Debris Removal.

Performance Objective: Remove debris to achieve a clean and neat appearance.

Performance Standard: Areas are maintained clear of debris and have a neat appearance. No more than three (3) valid customer complaints per month.

#### Shrub and Hedge Maintenance.

Performance Objective: Maintain shrubs and hedges to achieve a healthy, uniform, well shaped appearance. Shrubs and hedges shall not encroach on or interfere with pedestrian traffic, vehicular traffic and structures.

Performance Standard: Shrubs and hedges are healthy and present a neat and balanced appearance. Shrubs and hedges do not encroach on or interfere with structures, pedestrian traffic or vehicular traffic. No more than three (3) valid customer complaints per month.

#### Plant and Bed Maintenance.

Performance Objective: Maintain plants and beds to provide a neat appearance and promote plant health.

Performance Standard: Plants and beds present a neat appearance. Plants are healthy and all weeds are removed from beds. No more than three (3) valid customer complaints per month.

#### Tree Maintenance.

Performance Objective: Maintain tree care to promote tree health. Trees shall not encroach on or interfere with pedestrian traffic, vehicular traffic and structures.

Performance Standard: Trees present a healthy appearance. Trees do not encroach on or interfere with structures, pedestrian traffic or vehicular traffic. No more than three (3) valid customer complaints per month.

#### Storm Drainage Systems.

Performance Objective: The Contractor shall remove obstructions and control vegetation in storm drainage systems to permit unrestricted flow of storm water runoff. Drainage systems include curb gutters, curb inlets, brow ditches, drainage channels, swales, catch basins, yard drains, and any other devices used to direct the flow of runoff.

Performance Standard: There is no evidence of obstructions in the visible area of the storm drainage system. No more than three (3) valid customer complaints per month.

#### Vegetation Control General.

Performance Objective: The Contractor shall mow, trim and control vegetation to maintain an appropriate height that achieves a manicured appearance. In areas with mixed species, the accepted height shall be based on the dominant species. Vegetation adjacent to fencing, poles, walls, valves, valve boxes and other similar objects shall be trimmed to match the height and appearance of surrounding grass. Fencing fabric shall be maintained free of vegetation.

Performance Standard: Areas of vegetation are maintained in an attractive manner and have a manicured appearance. No more than three (3) valid customer complaints per month.

#### Vegetation Control Specifications.

**Performance Objective:** The Contractor shall control vegetation in fire lanes, areas adjacent to perimeter fences and roadway clearances so as to not interfere with the area's intended purpose.

**Performance Standard:** Fire lanes, areas adjacent to perimeter fences, and roadway clearances are maintained clear of vegetation. Fire lanes and roadways are clear of obstructions that interfere with vehicular passage. No more than three (3) valid customer complaints per month.

#### Exterior/Outdoor Painting.

**Performance Objective:** The Contractor shall maintain existing painted exterior surfaces of all structures and other outdoor painted surfaces such as curbs, parking lines and any other outdoor painted surfaces. These surfaces shall be painted to maintain a neat appearance consistent with the original color and type of paint or a color and type of paint to be approved by the OIC or the Contracting Officer's Technical Representative (COTR).

**Performance Standard:** Maintain the existing painted exterior surfaces of all structures and all other outdoor painted surfaces to achieve a neat appearance consistent with the original color and type of paint or a color and type of paint to be approved by the OIC or the COTR. No more than three (3) valid customer complaints per month.

#### M. Miscellaneous.

1. **Contractor's Service Schedule.** The Contractor shall develop and maintain a service schedule for all services to be performed. The service schedule should indicate the days of the week, task, and frequency of service to be performed. The service schedule shall be submitted as soon as possible after contract award but no later than the Pre-performance Conference. The Contractor shall coordinate with the OIC to agree upon a day and time such services will be completed that is convenient both to the Contractor and the Government. The Contractor shall provide written notification to the OIC informing him/her of the day services will be accomplished at a particular building or work site. The OIC shall be advised by the Contractor of changes to the service schedule as they occur. The Contractor shall comply with the submitted service schedule as approved by the Contracting Officer (CO) or OIC.
2. **Storage.** Storage area for equipment and supplies may or may not be provided at SPC facility.
3. **Lights.** Lights shall be used only in areas during the time when work is actually being performed.
4. **Mechanical Equipment Controls.** Contractor or Contractor employees shall not adjust mechanical equipment controls on the air conditioning systems without the consent of the Officer-In-Charge (OIC).
5. **Faucets and Valves.** Water faucets or valves shall be turned off after each use.
6. **Windows/Fans.** Windows shall be closed and fans turned off when not in use.
7. **Fire and Civil Defense Drills.** Contractor shall train Contractor employees how to participate in building fire and civil defense drills.



8. **Training for Emergency and Other Facility Information.** Contractor employees are required to participate in a two-hour training program provided by the facility-training officer, which covers emergencies and other important facility information.
9. **Hazardous Conditions.** Contractor shall promptly report fires, hazardous conditions, and items in need of repair to the OIC.
10. **Lost and Found.** Contractor shall turn in lost and found articles to the duty supervisor.
11. **Unauthorized or Suspicious Persons.** Contractor shall notify an officer on duty when an unauthorized or suspicious person is seen on the premises.
12. **Background Investigations.** Contractor employees that are to work within the facility shall be required to successfully complete a background investigation in accordance with the Section in the contract regarding Security Requirements prior to receiving unescorted access to the facility.
13. **Personnel Appearance.** Contractor personnel shall present a neat appearance and be easily recognized. This may be accomplished by wearing clothing bearing the name of the company or by wearing an appropriate badge containing the company name and employee name. Additionally, employees shall be fully attired.
14. **Use of Government Property.** The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.
15. **Key Control.** The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control.
16. **Ladders.** Ladders already on site and owned by the Government may be utilized on site by the Contractor at their own risk.

## DELIVERABLES OF WRITTEN DOCUMENTATION

One hard copy of each deliverable shall be submitted to the Contracting Officer and the COTR, as described in the "Delivery/Days after Award Column".

ITEM	DESCRIPTION	DELIVERY/DAYS AFTER AWARD	NO. OF COPIES
A001	Registrations, commissions, permits, or licenses for each uniformed employee	Prior to Entry On Duty (EOD)	1
A002	Quality Control Plan	Submit Proposed Changes to the COTR for review	1
A003	Employee's certifications that they have read and understand the standards of conduct	Prior to EOD	1
A004	Notification of change in employee's health status	Immediately	1
A005	Detention Officer Assignment Roster	Posted 24 hours in advance	1
A006	Report of employees actually on duty with post assignments	Upon request by COTR	1
A007	Copy of Standards of conduct and corresponding disciplinary actions	Prior to EOD	1
A008	Report of employee(s) in violation or attempt to violate standards of conduct	Immediately	1
A009	Copy of each employee's certification of reading standards of conduct.	Prior to EOD	1
A010	Copy of the document stating that the employee has received and reviewed the Policy and Procedures Manual	Upon request by the COTR	
A011	Employee termination, transfer, suspension, personnel action relating to disqualifying information or incidents of delinquency	Immediately	1
A012	Written report for escapes	Prior to end of shift	1
A013	Written policy and procedures for reporting security, safety, health, welfare or injury incidents	Within 24 hours of occurrence	1
A014	Physical force incident Report	Verbal immediately and written prior to end of shift	1
A015	Report of any on contract employee misconduct	Immediately	1
A016	Certification that each contract employee has been issued approved uniforms and equipment	Prior to EOD	1
A017	Drug test results	Submitted 21 calendar days after receipt of an applicant personnel suitability packet	1
A018	Physical harm or threat to safety, health or welfare	Immediately and follow-up within 24 hours of incident	1
A019	Organizational Chart	Available for review upon request	1

A020	Resur. Key Personnel	COTR written approval before employee EOD	1
A021	Training Program	30 days after contract award and before contract performance begins	

## REPORTING REQUIREMENTS

Contractor shall prepare and submit a Monthly Status Report concurrently with each invoice presented for payment (both the COTR and the Contract Administrator copy). The report shall cover the term for which the invoice is submitted and shall list by site any significant events that occurred during the reporting period with respect to the accomplishments of the tasks, a summary of what work was accomplished, problems and resolutions (address problem areas, results obtained relating to previously identified problem areas, and re Performance Requirements Summary and Schedule of Reductions

## MONETARY ADJUSTMENTS FOR UNSATISFACTORY AND NON-PERFORMANCE OF REQUIRED STANDARDS

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.

**LEFT BLANK INTENTIONALLY**

**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: 1%**

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
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**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: 1%**

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 Lodging Transportation
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**Food Service** - addresses basic sanitation procedures and the adequacy of meals provided to detainees

**Reduction: 1%**

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

**Reduction: 1%**

Functional Areas	Staff-Detainee Communication Diversity Training Detainee Grievances
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**Safety and Sanitation** - addresses the adequacy of fire safety programs; the control of dangerous

materials and/or hazards; air quality, noise levels, and sanitation of the facility; and the cleanliness of clothing and bedding	
<b>Reduction: <u>1%</u></b>	
Functional Areas	Fire Safety Non-Hazardous Furnishings Control of Dangerous Materials Environmental Control Physical Facility and Equipment
<b>Services and Programs</b> - addresses detainee classification; religious practices; work assignments; juvenile needs; availability of exercise opportunities; access to a telephone; visitation privileges; and the handling of detainee mail and correspondence	
<b>Reduction: <u>1%</u></b>	
Functional Areas	Religious Practices Juvenile Needs Exercise and Out-of-Cell Opportunities Telephone Access Visitation Privileges Detainee Mail and Correspondence
<b>Workforce Integrity</b> - 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	
<b>Reduction: <u>1%</u></b>	
Functional Areas	Staff Background and Reference Checks Staff Training, Licensing, and Credentialing Staff Misconduct
<b>Detainee Discrimination</b> - addresses the adequacy of policies and procedures designed to prevent discrimination against detainees based on gender, race, religion, national origin, or disability	
<b>Reduction: <u>1%</u></b>	
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 Contractor Proposed Schedule of Deductions described in this Table. The Government shall deduct the amounts from the next monthly invoice payment.

\*\*\*\* FAR 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 address: <http://www.arnet.gov/far/>. Homeland Security Acquisition Regulation (HSAR) may be accessed electronically at this address: <http://www.dhs.gov>.

\*\*\*\*Clauses incorporated by reference\*\*\*\*

FAR 52.202-1 DEFINITIONS

FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JULY 1995)

FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN  
SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED  
FOR DEBARMENT

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT  
2003)

FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW  
INFORMATION (AUG 2003)

FAR 52.232-11 EXTRAS (APR 1984)

FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL  
CONTRACTOR REGISTRATION (OCT 2003)

FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND  
VEGETATION (APR 1984)

HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE  
EXPATRIATES

HSAR 3052.211-70 INDEX FOR SPECIFICATIONS

HSAR 3052.215-70 KEY PERSONNEL OR FACILITIES

HSAR 3052.219-70 SMALL BUSINESS SUBCONTRACTING PROGRAM REPORTING

HSAR 3052.219-71 DHS MENTOR-PROTÉGÉ PROGRAM

HSAR 3052.219-72 EVALUATION OF PRIME CONTRACTOR PARTICIPATION IN DHS  
MENTOR-  
PROTÉGÉ PROGRAM

HSAR 3052.222-70 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT

HSAR 3052.222-71 STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY

HSAR 3052.228-70 INSURANCE

HSAR 3052.237-70 QUALIFICATIONS OF OFFEROR EMPLOYEES

HSAR 3052.242-71 DISSEMINATION OF CONTRACT INFORMATION

HSAR 3052.242-72 CONTRACTING OFFICER TECHNICAL REPRESENTATIVE

\*\*\*\* Clauses Incorporated by Full Text \*\*\*\*

52.212-3 -- OFFEROR REPRESENTATIONS AND CERTIFICATIONS -COMMERCIAL ITEMS. (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) *Definitions.* As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.]

(3) Taxpayer Identification Number (TIN).

\* TIN: \_\_\_\_\_.

\* TIN has been applied for.

\* TIN is not required because:

\* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\* Offeror is an agency or instrumentality of a foreign government;

\* Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

\* Sole proprietorship;

\* Partnership;

\* Corporate entity (not tax-exempt);

\* Corporate entity (tax-exempt);

\* Government entity (Federal, State, or local);

\* Foreign government;

\* International organization per 26 CFR 1.6049-4;

\* Other \_\_\_\_\_.

(5) Common parent.

\* Offeror is not owned or controlled by a common parent:

\* Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_



(c) Offerors must complete the following representations where the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it \* is, \* is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it \* is, \* is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it \* is, \* is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it \* is, \* is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it \* is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it \* is, \* is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million

501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General*. The offeror represents that either—

(A) It \* is, \* is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It \* has, \* has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.*]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It \* is, \* is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It \* is, \* not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It \* has, \* has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It \* has, \* has not, filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that --

(i) It \* has developed and has on file, \* has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It \* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

End Products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) \* Are, \* are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) \* Have, \* have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the

submission of offers; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and (3) \* Are, \* are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certification electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. [Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated into his offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of Provision)

*Alternate I (Apr 2002).* As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the

Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

*Alternate II (Oct 2000).* As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address \_\_\_ is, \_\_\_ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

FAR 52.212-4 -CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (SEP 2005)

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and  
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) 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, 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.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) *Payment.*
- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) 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.
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give



the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the

contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

#### FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (APR 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (4) [Reserved]

\_\_\_ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

- (ii) Alternate I (C 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (July 2005) (15 U.S.C. 637(d)(4).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (APR 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- (ii) Alternate I (Jan 2004) of 52.225-3.
- (iii) Alternate II (Jan 2004) of 52.225-3.
- (25) 52.225-5, Trade Agreements (Apr 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (27) [Reserved]
- (28) [Reserved]
- (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, *et seq.*).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

X (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2000), (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

#### CONTRACT TYPE AND PERIOD OF PERFORMANCE

The resulting contract will be an IDIQ contract with fixed unit prices. The period of performance will be for one (1) base year and four (4) option years.

#### FAR 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 effective date of contract award through sixty (60) months after contract award.

(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.

#### FAR 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 \$TBD, 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 \$TBD;

(2) Any order for a combination of items in excess of \$TBD; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (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 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

FAR 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 30 days from the contract's effective period.

FAR 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 Offeror within 60 days

FAR 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 offeror prior to the expiration of the performance period provided that the Government gives the offeror preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause. The total duration of this contract, including the exercise of any options under this clause, shall not exceed estimated 60 months.

FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

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

payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

#### 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.



## FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the government and must be continued without interruption and that, upon contract expiration, a successor, either the government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the contracting officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the contracting officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on site interviews with these employees. If selected employees are agreeable to the change, the contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract

## HSAR 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 90 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)

### 3052-204-71 CONTRACTOR EMPLOYEE ACCESS (JUN 2006)

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security

(including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(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) 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.

## ALTERNATE II

(g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.

(h) 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 non- U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

\*\*\*\*OTHER TERMS AND CONDITIONS\*\*\*\*

## **AUTHORITY FOR DEOBLIGATION OF UNEXPENDED AND EXCESS DOLLAR BALANCES**

The Contracting Officer (CO) may execute contract modifications deobligating unexpended DHS, ICE dollar balances considered excess to known contract requirements.

OFFEROR CERTIFICATIONS AND REPRESENTATIONS (This Section Will be Removed After Award)

\*\*\*\* Provisions Incorporated by Reference \*\*\*\*

**FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)**

\*\*\*\* Provisions Incorporated by Full Text \*\*\*\*

**FAR 52.212-3 - OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS. (MAR 2005)**

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

\*\*\*\* INSTRUCTIONS TO OFFERORS \*\*\*\*

To enable the USICE to anticipate the number of submissions to be evaluated for this solicitation, offerors are encouraged to contact the Contracting Specialist via email or fax by the earliest practical date their intent to submit a proposal.

**52.212-1 - INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (JAN 2006)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award, not applicable to Invitation for Bids*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100

470 L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925)

Facsimile (202) 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--

(i) ASSIST ( <http://assist.daps.dla.mil> ).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch/> )

(iii) ASSISTdocs.com ( <http://assistdocs.com> ).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(j) Using the ASSIST Shopping Wizard ( <http://assist.daps.dla.mil/wizard> );

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the



Internet at <http://www.dunb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number.

(k) *Central Contractor Registration*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
  - (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
  - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
  - (4) A summary of rationale for award;
  - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
  - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (End of Provision)

LIST OF ATTACHMENTS

ATTACHMENT

TITLE

Attachment 1

Standards of Contractor Employee Conduct and  
Responsibility

**Attachment 1  
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 Contracting Officer (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.

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**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.**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 02/11/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Clarence Robinson Washington DC 20536	CODE ICE/DM/DC-DC	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MVM INC 1593 SPRING HILL ROAD SUITE 700 VIENNA VA 22182-2249		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 0380495320MVM FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEOP-07-D-00001	10B. DATED (SEE ITEM 11) 01/19/2007	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 43-103 (a)

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: 95-3396082

DUNS Number: 038049532

The purpose of this modification is as follows:

Option 1 for the period 1/24/08 to 1/23/09 is hereby exercised.

The price adjustment for Option 1, effective January 24, 2008, is incorporated.

All other terms remain the same.

Period of Performance: 01/24/2008 to 01/23/2009

For Inquiries:

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) <i>Joseph M. Adams</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams	
15B. CONTRACTOR/OFFEROR <i>Joseph M. Adams</i> (Signature of person authorized to sign)	15C. DATE SIGNED 2/19/08	16B. UNITED STATES OF AMERICA <i>James D. Adams</i> (Signature of Contracting Officer)	16C. DATE SIGNED 2/19/08

NSN 7540-01-152-9070  
Previous edition unusable

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

*je*



**MVM, Inc.**

**Detention Officer Services for ICE Puerto Rico  
Option Year 1**

**PRICE ADJUSTMENT PROPOSAL -- EFFECTIVE JANUARY 24, 2008**

CLIN	Location	Category	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
1001	SPC Location Aguadilla Service Processing Center	Detention Officers (Permanent)	\$				
1003		Detention Officers (On-Call)	\$				
1011	San Juan GSA Building	Detention Officers (Permanent)	\$				
1013		Detention Officers (On-Call)	\$				
1017	Airport Location Luis Munoz Marin International Airport	Detention Officers (Permanent)	\$				
1018		Detention Officers (On-Call)	\$				

b4

**CURRENT CONTRACT -- EFFECTIVE JANUARY 24, 2007**

CLIN	Location	Category	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
1001	SPC Location Aguadilla Service Processing Center	Detention Officers (Permanent)	\$				
1003		Detention Officers (On-Call)	\$				
1011	San Juan GSA Building	Detention Officers (Permanent)	\$				
1013		Detention Officers (On-Call)	\$				
1017	Airport Location Luis Munoz Marin International Airport	Detention Officers (Permanent)	\$				
1018		Detention Officers (On-Call)	\$				

b4

**MVM, Inc.**  
**Detention Officer Services for ICE Puerto Rico**  
**Option Year 1**  
**PRICE ADJUSTMENT PROPOSAL – EFFECTIVE JANUARY 24, 2008**

**Detention Officer - SPC Location Aguadilla Service Processing Center**

Element	Rate	Direct Labor	Fringe Benefits
Pay Increase (see attached detail)	\$		
FICA on (total pay increase + leave cost increase)			
Worker's Compensation on total pay increase (4.75%)			
Health and Welfare	\$		
Base Leave Hours			
Additional Leave Hours			
Leave cost increase (base pay increase * base leave hours / (2080-total leave))			
Health and Welfare increase on Base Leave (base leave hours * H&W increase / (2080-total leave))			
<b>TOTAL Cost Change</b>			
<b>TOTAL</b>			

b4

**Direct Labor Rate Breakdown**

	Current	Adjusted	Difference
Pay Rate	\$		
H&W	\$		

b4

**Detention Officer - San Juan GSA Building & Airport Location Luis Munoz Marin International Airport**

Element	Rate	Direct Labor	Fringe Benefits
Pay Increase (see attached detail)	\$		
FICA on (total pay increase + leave cost increase)			
Worker's Compensation on total pay increase (4.75%)			
Health and Welfare	\$		
Base Leave Hours			
Leave cost increase (base pay increase * base leave hours / (2080-total leave))			
Health and Welfare increase on Base Leave (base leave hours * H&W increase / (2080-total leave))			
<b>TOTAL Cost Change</b>			
<b>TOTAL</b>			

b4

**Direct Labor Rate Breakdown**

	Current	Adjusted	Difference
Pay Rate	\$		
H&W	\$		

b4

**Robinson, Clarence E**

---

**From:** Jay Kreider b6 |  
**Sent:** Thursday, February 07, 2008 11:46 AM  
**To:** Robinson, Clarence E  
**Cc:** Sharon Revis  
**Attachments:** SPFPA ICE PR Local 2003 Aguadilla 060105 to 033008.pdf; SPFPA - Local 2003 ICE PR Amendment H&W 062105.pdf

Mr. Robinson,

Sharon Revis is out of the office today, but informed me through e-mail that you had requested a copy of the ICE PR Collective Bargaining Agreement. Please find a copy of our current CBA attached to this e-mail. The price adjustment itself may involve some explanation since our original pricing was based on half of the guard force being unionized and half of the contract receiving benefits based on the WD. After the contract award, the entire contract joined the union. This is the reasoning for the two separate calculations for Aguadilla and San Juan GSA Center. If you have any questions regarding our price adjustment, please do not hesitate to contact me at either of the numbers below or at b6

Thanks,

Jay Kreider  
Finance Manager  
MVM, Inc.  
Cell - (410)-598-  
Office - (703)-24- b6

**AGREEMENT**

Between



**MVM, Inc.**

And the

**INTERNATIONAL UNION  
SECURITY \* POLICE \* FIRE PROFESSIONALS OF  
AMERICA (SPFPA)**

**AND IT'S**

**Local 2003**

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APPENDIX A

APPENDIX B

## AGREEMENT

THIS AGREEMENT is made and entered on March 30, 2005 and is fully executed by and between MVM, Inc., hereinafter referred to as the "Employer" or "Company" and the International Union Security, Police and Fire Professionals of America (SPFPA) and it's Local 2003, hereinafter referred to as the "Union."

### ARTICLE I - Recognition

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment for all full-time and regular part-time security officers designated by the National Labor Relations Board certification of representation on July 12, 2004 in case 24-RC-8390 assigned to I.C.E and SPC Contract at Aquadilla, Puerto Rico, employed by Employer pursuant to its Contract with the Government for the provision of security at said facilities, but excluding all managers, supervisors, lieutenants, sergeants, office and/or clerical employees, temporarily assigned employees, substitute employees, and all non-security employees of the Employer. The Contract covering the security services provided under this Agreement is Number ACL-5-C-0001 (the "Contract").

Section 2. It is expressly understood that non-bargaining unit employees may perform bargaining unit work as determined necessary by the employer to prevent open post or to ensure compliance with the contract by the Employer and as allowed by the Government.

### ARTICLE II - Management Rights

Section 1. The Employer shall retain all rights, powers, and authority it had prior to entering into this Agreement, except those specifically abridged or modified by this agreement and any supplemental agreements that may hereafter be made, including, but not limited to, the unrestricted right: to manage its operations and to direct and assign the work force; to determine and change the methods and manner in which services are provided; to introduce new methods or improved methods of operation; to determine the extent to which and the manner and means its business will be operated or shut down in whole or in part; to determine whether and to what extent any work shall be performed by employees and how it shall be performed; to select, hire, promote, permanently or temporarily transfer regardless of the location, demote, lay off, assign, train, suspend, terminate and discipline employees; to subcontract any part of its operation; to select and determine supervisory employees; to bid or not bid, or to rebid or to not rebid, the Contract with the Government; to determine and change starting times, quitting times, schedules and shifts; to reasonably determine and change methods and means by which operations are to be carried on; to establish, change and abolish its policies, work rules, regulations, practices and standards/codes of conduct, and to adopt new policies, work rules, regulations, practices and standards/codes of conduct; and to assign duties to employees in accordance with the needs or requirements of the Government and the Employer, as determined by the Employer or the Government, and any other rights not specifically restricted by this Agreement. The exercise of the foregoing powers and rights, together with the adoption of policies, rules and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express and specific terms and conditions of this Agreement and the dictates

of the Government. Moreover, the Employer expressly reserves the right to set all **reasonable** policies not otherwise set forth in this Agreement, and all prior practices between any of the employees and any other Employer are of no force and effect regarding, and are not binding upon, the Employer.

### **ARTICLE III -- Classifications**

Section 1. Full-time employees are those employees who are regularly scheduled to work forty (40) hours or more per continuous seven (7) day period, per calendar year.

Section 2. Part-time employees are those employees who are regularly scheduled to work less than forty (40) hours per continuous seven (7) day period, per calendar year. Part-time employees are eligible for holiday pay, vacation leave benefits, sick leave, and all other benefits, on a pro rata basis in proportion to the hours they work. For example, a full-time employee would be entitled to 100% of the vacation or sick leave accrual based upon 2080 hours worked in a calendar year. A part-time employee would be entitled to fifty percent of the vacation or sick leave accrual based upon 1040 hours worked in a calendar year. A part-time employee who worked 1560 hours would be entitled to 75% of the vacation or sick leave accrual.

### **ARTICLE IV - Seniority**

Section 1. Seniority shall be the length of continuous service from the employee's last date of hire as a security officer on the Contract for the Employer or any preceding employer, regardless of whether the employee is a full-time or part-time employee. Seniority shall not accrue until the employee has successfully completed his/her probationary period. Seniority shall be applicable in determining the order of layoff and recall, shift bidding, transfers, vacation schedules, extra work, overtime, assignment to new Client sites and any other terms and conditions of employment expressly bargained in this Agreement.

Section 2. Newly hired full-time employees, including employees hired from any predecessor or incumbent contractor, shall be regarded as probationary employees for the first ninety (90) days of actual work. Newly hired part-time Employees shall be regarded as probationary employees for the first one hundred and twenty (120) days of actual work. During their probationary period, probationary employees shall not accrue seniority under this Agreement, nor shall they be eligible for benefits except to the extent specifically required by law. The Employer shall have the right on its own or when directed by the Government to discipline, layoff, transfer, suspend, or terminate probationary Employees without limitation by the provisions of this Agreement. Such employees shall not have any recourse to the grievance procedure contained herein to challenge or object to any action by the Employer.

Section 3. A seniority list for each Site will be posted and maintained by the Employer and shall be made available to the Union upon request. An Employee's standing on the posted seniority list will be final unless protested in writing to the applicable Project Manager not later than thirty (30) calendar days after the list has been posted on the bulletin board. If an employee is affected adversely because of an incorrect seniority date posted and not protested within the indicated thirty (30) days, the employee will not have the right to grieve or arbitrate. However, a correction will be made if justified and the employee will have all rights that would normally be



obtained with the corrected seniority date for future opportunity.

Section 4. Employees shall notify the Employer in writing of their proper post office address and telephone number or any change of name, address or telephone number. The Employer shall be entitled to rely upon the last known address shown in the Employer's official records.

Section 5. The seniority of an Employee shall be terminated for any of the following reasons:

- (a) the employee quits or retires;
- (b) the employee is discharged for just cause;
- (c) the employee is laid off for a continuous period of one hundred eighty (180) days; or
- (d) the Government terminates the Employee's clearance;
- (e) the employee fails to obtain a required license or qualification.

Section 6. Any bargaining unit employee who is transferred to a another bargaining unit or a non-bargaining unit position after the effective date of this Agreement, and is later returned to the bargaining unit within one (1) year, shall be credited with all seniority he/she had as of the time before he/she transferred out of the bargaining unit.

#### **ARTICLE V - Transfer, Layoff and Recall**

Section 1. Whenever it is necessary to layoff employees at the Site, as determined in the sole discretion of the Employer or the Government, or in the event the Employer's Contract(s) for providing security services for the Government is terminated, not extended, or not renewed, the Employer may layoff part-time, and/or full-time employees, as it deems necessary, in the following manner:

- (a) When full-time positions are being reduced, full-time employees will be laid-off as follows:
  - (i) Probationary employees working at the Site at which the reduction is to be made shall be laid off first;
  - (ii) Should it be necessary to further reduce the work force, the employees at the affected Site shall then be laid off in the inverse order of their seniority; and
  - (iii) Full-time incumbents may be placed in part-time positions and part-time incumbents may be laid off to satisfy any layoff requirement.
  - (iv) Full time employees will have the option to accept or decline part time work

- (b) When part-time positions are being reduced, part-time employees will be laid-off as follows:
- (i) Probationary employees working at the Site at which the reduction is to be made shall be laid off first;
  - (ii) Should it be necessary to further reduce the work force of part-time employees at the affected Site, they will be laid off in the inverse order of their seniority.

Section 2. Laid-off employees may not displace employees at other Sites.

Section 3. Employees who have been laid-off, or transferred to another Site covered by this Agreement by reason of a reduction in the work force, will be recalled to work in the reverse order in which they were laid off or transferred. Should an employee be transferred to another Site in lieu of layoff by reason of a reduction in work force, or otherwise involuntarily transferred, said employee shall receive the rate of pay applicable to the position at the Site to which he/she is transferred. Additionally, that employee shall not lose his accrued seniority upon commencing work at the new Site.

Section 4. Laid-off employees will be recalled in accordance with this Agreement to available positions within the unit before new employees are hired. Laid-off employees declining recalls to their "home Site" will be deemed to be voluntary terminations of employment. Laid-off employees are not eligible for any compensation (other than statutory unemployment compensation if eligible) from the Employer.

Section 5. Employer shall have the sole right to involuntarily transfer an employee from one site to another under the Contract with Client to comply with the Client's request or to maintain order.

## ARTICLE VI - Job Opportunities

Section 1. If a vacancy occurs in an existing position covered by this Agreement, and the Employer chooses to fill that vacancy, the Employer shall post the job for a period of five (5) working days (excluding Saturdays, Sundays, and Holidays) For temporary positions, the Employer may choose to fill the position without first posting it if, in its sole discretion, operational requirements require it to do so. Should the filling of a vacancy under this Article create a second vacancy, that vacancy shall be filled under this Article, as well. Subsequent vacancies created by application of the above, however, need not be posted.

Section 2. Any employee who wishes to apply for the open position shall do so in writing during the posting period, if there is a posting period for the position. The Employer will consider all applications received, and will fill the position as it deems to be in the best interest of its operations and of the needs of the Government.

Section 3. In the interest of maintaining continuing operations, the Employer may

temporarily assign an employee to a vacant or new position until the job is filled according to this Article.

## ARTICLE VII - Grievance Procedure

Section 1. For the purpose of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement. The term "days" shall not include Saturday, Sunday and holidays when used in this Article.

Section 2. The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified may, however, be extended by written mutual agreement. The failure of an Employee or the Union to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance. The failure of the Employer to answer a grievance within the time limits specified shall permit the grievant or the Union, whichever is applicable to a particular step, to proceed to the next step of the grievance procedure.

The parties agree that any employee having a complaint, or an employee designated by a group of employees having a complaint, is encouraged to discuss the complaint with their immediate supervisor prior to filing a grievance. The employee may be accompanied by a Union representative if the employee so desires. The supervisor shall attempt to answer the complaint promptly, either orally or in writing.

No grievance may be filed or processed based upon facts or events which have occurred more than ten (10) working days before the grievance is reduced to writing. Failure to comply with this requirement will make the grievance ineligible for arbitration.

Section 3. All grievances shall be presented and processed in accordance with the following procedure:

- (a) Step One — If the grievance is not resolved informally between the employee or employees and the appropriate supervisor, the grievance shall be reduced to writing on the form provided by the Union and presented to the Project Manager within ten (10) working days from the date the event giving rise to the grievance occurs. The written grievance shall be signed by the grieving employee and shall set forth the nature of the grievance, including an appropriate justification for redress, and the adjustment sought if known. The employee, the Union representative and the employee's Project Manager (or his/her designee) shall meet to discuss the grievance. The Project Manager shall give a written decision to the grievant within ten (10) working days after the receipt of the grievance.
- (b) Step Two — If the grievance is not resolved at Step One, the grieving employee must refer the grievance to the Union and to the Employer's

Director of Human Resources or his designee, if at all, within ten (10) working days after the completion of Step One. The grievance must be forwarded to the Employer's Director of Human Resources or designee by certified mail, return receipt requested. The Director (or his/her designee) may confer with the grievant and the Union representative, either in person or by telephone, to discuss the grievance. The Director (or his/her designee) shall give a written decision to the grievant within twenty (20) working days after receipt of the grievance.

- (c) Step Three - Except as limited below, any grievance arising during the term of this Agreement not resolved at Step Two may be submitted to arbitration by the Employer or the International Union by submitting a written request to the other party within ten (10) days after the completion of Step Two. Alternatively, within the time limit of ten (10) days the International Union or the Employer may request a pre-arbitration meeting in an effort to resolve the grievance prior to arbitration.
- (d) Step Four - If the grievance is not resolved in Step Three, service of a request for arbitration upon the Employer must be made upon the Director of Human Resources or his designee. If service of such request is not completed within ten (10) working days of the completion of Step ~~Two~~ three, the grievance shall be of no further force and effect, and shall be invalid, for all purposes, and, specifically, shall not be arbitrable.
- (d) Only the Union (i.e., no individual grievant) may move a grievance to arbitration.
- (e) No grievance regarding a dispute as to the interpretation of a Wage Determination, the interpretation of the Employer's Contract(s) with the Government, or the Employer's adherence to a request of the Government, regardless of whether that request is made orally or in writing, shall be processed to Step Three since those matters are not arbitrable, nor shall the discipline, layoff, transfer, suspension or termination of a probationary employee or any other matters specified in this Agreement as not being grievable be within the arbitrator's jurisdiction.
- (f) The failure to follow the expressed steps of the procedure set forth in this Article shall result in the grievance not being arbitrable.
- (g) Following the written request for submission to arbitration, representatives of the Employer and the Union shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within five (5) days after the date of the receipt of the request for arbitration, the arbitrator shall be selected by alternatively striking the names from a list of seven (7) neutral arbitrators provided by an office of the American Arbitration Association. The location of the hearing shall be

determined by the parties based on the consideration of expenses, number of witnesses, Site of arbitrator.

- (h) Neither party may assert a contractual claim or basis in support of its position which was not presented during an earlier step of the Grievance Procedure.
- (i) The arbitrator's fee and expenses, including the cost of any hearing room, shall be borne by both parties in equal amounts. The expenses and compensation of any witness or other participant shall not be paid by the Employer, unless the witness or participant is called by Employer. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
- (j) The arbitrator shall have no power to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement or the Contract; (b) establish or modify any wage rate; (c) construe this Agreement to limit the Employer's discretion except only as that discretion may be specifically limited by the express terms of this Agreement; (d) interpret or apply law, including but not limited to the requirement of the Service Contract Act and implications of Wage Determinations as well as any other legal obligation referred to in this Agreement; or (e) consider any matter or substitute his/her judgment for that of the Government regarding a request of the Government.
- (k) The arbitrator shall render a decision as soon as possible following the hearing, but not late than thirty (30) days from the end of the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the Union, its members, the employee or employees involved and on the Employer. Any award of back compensation shall not predate the date of the grievance by more than ten (10) days, and shall be offset by all earned income received during the applicable period (including all disability, unemployment and other pay received), as well as being fully adjusted by any failure on the employee's part to attempt to mitigate his/her damages. Interest, punitive damages, attorney fees and/or front pay shall not be awardable by the arbitrator. Any award of reinstatement (including back pay) shall be subject to the Government permitting the employee to return to work. Should the Government refuse to allow the employee to return to work, any award of reinstatement shall be of no force and effect, and shall not be binding on the Employer. Except that back pay (only) may be paid in cases that the employer initiated the action and provided incorrect information, which resulted in the cause of the action against the employee.

## ARTICLE VIII - Discipline

Section 1. After completion of the probationary period, no employee shall be dismissed or otherwise disciplined without just cause unless the employee is removed from working under the Employer's Contract with the Government by the Government, at the request of the Government, or if the employee's credentials are denied or withdrawn by the Government. Should a non-probationary employee wish to contest a dismissal solely made by the Employer (i.e., not due to an action or request of the Government), a written notice thereof shall be given to the Employer within ten (10) days of the dismissal (excluding Saturdays and Sundays) in which event the issue shall thereafter be submitted to, and determined under the Grievance Procedure commencing with Step 2, as provided in Article VI of this Agreement.

Section 2. The Company's management approach includes adhering to a sound and corrective progressive disciplinary process. This approach is based upon the Company's established Standards of Conduct, which were developed to cover all security contracts, Contract Specific Government Standards and Post Orders. Among the actions which shall be deemed inappropriate by the Employer under the circumstances, and may result in and establish just cause for discipline, up to and including immediate dismissal, shall include, but shall not be limited to, the following, as determined by the Employer or the Government:

- abuse of authority;
- neglect of duties;
- breach of security;
- breach of the chain of command, except to the extent reasonably necessary to comply with the orders or accommodating the needs of the Contracting Officer;
- conduct which impugns or disparages the Government or its agents, or the Employer or its agent, to the Government or to other third parties;
- refusing to accept a transfer initiated by the Employer or the Government;
- inappropriate conduct directed at or involving, Government employees, client representatives, witnesses, jurors, litigants or the general public;
- insubordination;
- dishonesty, misappropriation of funds, theft, assault, intoxication or drinking on duty, or illegal use or possession of drugs and narcotics;
- falsifying or misrepresenting information on an application for employment, or on documents otherwise supplied to the Employee by the Employer or the Government;
- a breach of security;
- immoral conduct;
- fighting;
- sleeping while on duty;
- destruction of property;
- criminal misconduct;
- absence from work for two consecutive working days without advising the Employer and not giving reasons acceptable to the Employer for such absence, or an absence on three non-consecutive work days within any forty-five calendar day period;
- failure to return to work within three working days after receipt of the Employer's notice of recall by certified mail to the last known address of such employee as shown in the Employer's records;

- overstaying a leave of absence or a vacation;
- giving a false reason for obtaining a leave of absence or being absent without approval;
- having credentials withdrawn by the Government, or having the Government ask that the employee be removed from working under the Employer's Contract with the Government;
- failing to maintain or satisfy current physical or medical requirements, including but not limited to satisfying any and all medical or physical requirements or standards of the Government and the Employer; and
- violating the appearance and height and weight standards, performance standards, and Standards of Conduct which have been established by the Employer and/or the Government.

Section 3. Discipline. There are, generally, three levels of corrective action. However, the Employer reserves the right to institute discipline against employees beginning at any of these levels, based upon the level of the infraction, as determined by the Employer. The levels are:

Documented Warning/Official Counseling/Remedial or Additional Training, if appropriate  
 Suspension of Duty without Pay  
 Termination

Repeated violations, regardless of their nature will not be tolerated and may be considered to advance the discipline procedure. Once warned, employees are expected to improve their performance and/or behavior.

#### **ARTICLE IX - Performance Standards**

Section 1. The Employer will evaluate the job performance of the employees based on attendance, punctuality, grooming and dress standards, customer service, courtesy to all parties, and the satisfactory performance of the duties of the position.

#### **ARTICLE X - Training**

Section 1. Employer shall pay the cost of Federal, State, or Client-mandated training and shall compensate employees at their regular straight-time hourly rate for actual time spent training.

Section 2. Employees will be required to attend training programs and seminars that the Employer may offer from time-to-time in order to improve the services offered, as well as the skills of the employees. The training programs shall be paid by the Employer. Employees who are not available for scheduled training due to an emergency will make-up said training at the time and place identified by the Employer.

## ARTICLE XI - Hours of Work and Overtime

Section 1. For the purpose of this Article, a regular workweek of forty (40) hours of work, excluding lunch periods, shall constitute a normal full-time workweek for full-time employees. Employees scheduled to work for full eight (8) hour shifts shall normally receive an unpaid lunch period of at least thirty (30) minutes, not more than five (5) hours into the shift. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the Employer or the Government. Nothing contained herein shall guarantee to any employee any number of hours of work per day or week.

Section 2: An overtime rate of one and one-half (1.5) of an employee's base pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours worked in excess of forty (40) hours in a workweek.

Section 3. If requested by the Employer or Government to work overtime (i.e., over forty (40) hours in a workweek) or extra hours, the employee shall be required to do so unless the employee receives approval by his supervisor to be excused. Overtime will be distributed, as equitably as is possible under the particular circumstances, among employees regularly assigned to the particular work Site. The Employer will attempt to rectify overtime inequalities through the future scheduling of overtime work. However, the Employer shall not be penalized for the modification requested by the Government.

Section 4. Hours of work for part-time employees shall be determined by the Employer, subject to Government requirements and approval, to ensure the orderly and efficient operation of government security services. Failure to accept assignments when not excused by the Project Manager shall be grounds for discipline up to and including discharge.

Section 5. Provided the Employer provides the Union with at least two (2) weeks prior notice, each employee may be required to use an electronic sign in/out attendance system when reporting for duty. This form of reporting will be used to check in and out for lunch if the employee leaves the post or building, and to check out at the end of the employee's shift. Each employee shall be responsible for reporting in and out for attendance purposes. If the electronic system is not in use, the same requirement applies to a manual procedure.

Section 6. Under normal circumstances, there shall be two fifteen (15) minute paid rest periods for each full-time shift. One rest period shall be in the first half of the shift and the second rest period shall be in the last half of the shift. The supervisors will coordinate the scheduling of breaks. Working during one's paid break without prior approval from a supervisor shall not constitute overtime pay.

Section 7. If requested to work overtime time (i.e., over eight (8) or forty (40) hours), the Employee shall be required to do so unless the Employee is excused for an employer approved and justified reason. In the event of an unexpected call-off the officer on post will be required to remain on post until a replacement is found so he or she can be properly relieved.



## ARTICLE XII - Holidays

Section 1. Whenever the term "holiday" is used it shall mean the Federally recognized holidays of: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and Good Friday. All holidays will be observed on the day that the Federal Government recognizes the holiday.

Section 2. A full-time employee who is not required to work on a holiday shall be paid eight (8) hours of holiday pay at his/her base hourly straight time rate, exclusive of any shift or overtime premium. An employee who is on unpaid leave of absence shall not receive holiday pay.

Section 3. Any full-time employee who works as scheduled on a holiday shall receive the employee's regular rate for all hours worked and in addition shall receive eight (8) hours holiday pay providing the employee meets the requirements of Section 2, above.

Section 4. An employee who is scheduled to work on a holiday and fails to report for such work shall forfeit the employee's holiday pay. In order to receive pay for a holiday, the employee must be in a pay status.

Section 5. Any regular part-time employee who works as scheduled on a holiday shall receive the employee's regular rate of pay for all hours worked plus prorated holiday pay based on the prior week's hours of work.

Section 6. Holiday pay for regular part-time employees who do not work on a holiday and who meet the eligibility requirements set out in Section 2, above, shall be paid only a prorated portion of the full-time benefit based on their prior week's hours of work divided by forty (40).

## ARTICLE XIII – Sick and Personal Leave

Section 1. Regular full time employees who work one hundred and ten (110) hours per month will accrue sick leave at the rate of eight (8) hours per month. Regular part time employees, who work less than one hundred ten (110), but sixty (60) or more hours, will accrue sick leave at the rate of four hours (4) per month.

Section 2. Sick leave will be payable for full days of absence due to illness commencing on the first (1st) day of illness and will not be paid for more than eight (8) hours at the Employee's regular straight time rate for each day the employee is eligible to receive sick pay. Sick leave will not be considered as time worked for purposes of computing overtime.

Section 3. A physician's certificate of disability or illness will be required by the Company after three (3) consecutive days of absence.

Section 4. Employees may request in writing a maximum of two (2) personal leave days, which may be approved by the immediate supervisor. During the Contract year, the Company

will allow full time employees to use a maximum of six (6) days for personal reasons. Part time employees may use a maximum of three (3) days for personal reasons. The employer reserves the right to approve based on operational needs and to ensure compliance with the requirements of the government.

Section 5. The Company will pay each employee at his base hour rate of pay at the time of accrual for each unused hour of sick leave at the end of each contract year. Payment shall be made during the month succeeding the end of the contract year.

Section 6. The Company will allow employee to utilize accrued hours of sick and personal leave in four (4) hour blocks when given an advance notice of seventy two (72) hours. Sick and Personal leave may be taken in hourly increments in cases of emergency or illness if the employee is at work and is required to leave.

Section 7. The use of sick and personal days for the purpose of extending a vacation, extended leave or periods before or after a holiday is not permitted and will not be approved.

Section 8. Sick leave will not be liquidated as pay upon termination of an employee for any reason prior to the completion of the contract year.

#### **ARTICLE XIV - Vacations**

Section 1. For the purpose of computing years of service, continuous service with the incumbent company and predecessor contractors will be used.

Section 2. During the first year all Regular full time employees who work one hundred and ten (110) hours per month will accrue vacation at the rate of ten (10) hours per month or three (3) weeks per year. Regular part time employees, who work less than one hundred and ten (110), but sixty (60) or more hours per month, will accrue vacation on a prorated basis.

Section 3. Full-time employees covered by this Agreement who have been continuously employed for a period of twenty (20) years shall as of their anniversary date begin to earn thirteen point thirty three (13.33) hours or four (4) weeks paid vacation per year. Regular part time employees, who work less than one hundred and ten (110) hours, but sixty (60) or more hours per month, will accrue vacation on a prorated basis.

Section 4. Part-time employees shall earn vacation leave on a prorated basis, and in accordance with Article III.

Section 5. Vacations shall be granted at the times most desired by the employee, after the employee's anniversary date provided the employee gives at least 30 days advanced notice to the Company. The Company reserves the right to require the employee to cancel and/or postpone the employee's vacation in order to ensure effective coverage of the operations of the customer's facilities. Vacation requests without 30 days advanced notice shall be granted as appropriate and in consideration to ensure effective coverage of the customer's facilities. Written notification of vacation approval and/or denial shall be provided to the employee no later than fifteen (15)

business days prior to the requested vacation time. MVM, Inc. retains the right to grant or deny vacations, due to unforeseen emergency circumstances, regardless of the notice.

**ARTICLE XV – Leaves of Absence Pursuant to the Family and Medical Leave Act and the Uniformed Services Employment and Reemployment Rights Act**

Section 1. The Employer will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. No greater or lesser leave benefits will be granted than those set forth in the relevant state or federal laws.

Employees must contact their Project Manager as soon as they become aware of the need for a family and medical leave.

To be eligible for family and medical leave benefits, an employee must: (1) have worked for the Employer for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months; and (3) work at a location where at least 50 employees are employed by the Employer within 75 miles.

Eligible employees may receive up to a total of 12 workweeks of unpaid leave during a 12-month period. A 12-month period begins on the date of the employee's first use of federal family and medical leave. Successive 12-month periods commence on the date of an employee's first use of family and medical leave after the preceding 12-month period has ended.

Leave may be used for one or more of the following reasons: (1) for the birth or placement of a child for adoption or foster care; (2) to care for an immediate family member (spouse, child, or parent) with a serious health condition; or (3) to take medical leave when the employee is unable to work because of a serious health condition. Under some circumstances, employees may take family and medical leave intermittently--which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

Certain restrictions on these benefits may apply. For example, if an employee needs family and medical leave, he/she may be required to provide:

1. 30-day advance notice when the need for the leave is foreseeable;
2. Medical certification from a health care provider (both prior to the leave and prior to reinstatement);
3. Periodic recertification; and
4. Periodic reports during the leave.

When leave is needed to care for an immediate family member or an employee's own serious health condition, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the Employer's operation.

Family and medical leave is unpaid. Moreover, the Employer requires employees to use all accrued paid leave (such as paid time off and vacation leave) concurrently while utilizing family and medical leave, and such paid leave shall count towards any family and medical leave entitlement, to the extent that there is any such entitlement. The use of paid time off will not extend the length of a family and medical leave.

The Employer will maintain, for up to a maximum of 12 workweeks of family and medical leave, any group health insurance coverage that an employee was provided before the leave on the same terms as if the employee had continued to work. In some instances, the Employer may recover premiums it paid to maintain health coverage if the employee does not return to work following family or medical leave.

If an employee is on family and medical leave but is not entitled to continued paid coverage, an employee may continue his/her group health insurance coverage through the Employer in conjunction with federal COBRA guidelines by making monthly payments to the Employer for the amount of the relevant premium.

Under most circumstances, upon return from family and medical leave, an employee will be reinstated to his/her previous position, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, upon return from a family and medical leave, an employee has no greater right to reinstatement than if he/she had been continuously employed rather than on leave. For example, if he/she would have been laid off had he/she not gone on family and medical leave, or if his/her position has been eliminated during the leave, then the employee would not be entitled to reinstatement.

If an employee is returning from family and medical leave taken for his/her own serious health condition, but is unable to perform the essential functions of his/her job because of a physical or mental disability, the Employer will attempt to accommodate the employee. His/her use of family and medical leave will not result in the loss of any employment benefit that he/she earned or was entitled to before using family and medical leave.

Employees are not permitted to work for another entity, in any capacity, or engage in self-employment, while on family or medical leave.

Section 2. An employee shall be granted a Military Leave of Absence in accordance with the Uniformed Services Employment and Reemployment Rights Act, and any applicable state law.

#### **ARTICLE XVI –Bereavement Leave**

Employees shall be entitled to three (3) days of paid bereavement leave per full Government Contract year for purposes of attending, on a day normally scheduled to work, the funeral of a parent, parent-in-law, spouse, child, sibling, grandparent, or grandchild. Proof of funeral attendance may be required by the Employer. The employee must provide the Project Manager with at least forty-eight (48) hours prior written notice whenever possible, of the need for bereavement leave in order to be paid this benefit. Bereavement days shall not be cumulative, nor shall they be payable if not used. Part-time employees are eligible for this benefit only if a

regularly scheduled day of work is missed for this purpose.

### **ARTICLE XVII - Health and Welfare**

Section 1. The employer will make a Health Plan available for all members of the bargaining unit, however participation will be accepted only if eighty (80%) percent of the members participate. Those that can show proof of participation in another plan will not be counted for the purpose of establishing the eighty (80%) percent participation.

Section 2. Health and Welfare payments shall be provided by the Employer on behalf of the employees at the rate set forth in Attachment A to this Agreement, which is attached hereto and incorporated herein by reference.

Section 3. The Health and Welfare payments will be made to the employee up to a maximum of forty (40) hours per week.

Section 4. The Employer shall continue the practice of paying the health and welfare payments to the Employee, unless the Employee elects to participate in the Company provided Health Plan.

### **ARTICLE XVIII - Union Membership, Dues, Fees**

Section 1. The Union agrees that it will accept into membership any employee who may be required or eligible to be a member of the Union, without discrimination, and that it will not attach, as a prerequisite of such membership, any condition more burdensome than the conditions applicable to present members of the Union.

Section 2. Each employee shall either:

- (a) Remain a member of the International Union for the remaining term of this Agreement; or
- (b) Pay the agency fee, as set forth below, for that term.

Section 3. Each employee who was employed on or before the effective date of this Agreement, and who is not a member of the Union as of the effective date of this Agreement shall, within 30 days of the effective date of this Agreement, or upon the satisfactory completion of his or her probationary period, whichever is later, either:

- (a) Become a member of the Union; or
- (b) Pay the International Union a monthly agency fee for the negotiation and administration of this Agreement and other matters germane to collective bargaining (the monthly amount of which shall not exceed the amount of regularly charged monthly dues and/or fees to Union members in the unit).

Section 4. The Employer agrees to deduct initiation fees, monthly dues, and lawful assessments of union members from the employee's pay check. These deductions will be made per pay period for all employees, not to exceed two (2) pay periods in a month. These deductions will be made only upon written authorizations from the employee on the form provided by the Union.

The Check-Off authorization card to be executed and furnished to the Employer by the Union and the employees shall be the official authorization for deducting dues and member fees. No other form shall be accepted by the Employer unless mutually agreed to by both parties.

Such authorization shall be revoked by the employee upon thirty (30) days written notice served upon the Employer and the Union. It is understood that such deductions will be made only as long as the Employer may legally do so. The Employer will be advised in writing by the Union as to what the Union dues, agency fees, and any other applicable fees are. The Employer will remit all such deductions to the International Union by mail. The money will be forwarded within ten (10) business days after the last pay period of the month. The International Union will provide the Employer an address where to remit the money deducted.

This Article shall not be the subject of any grievance processed under this Agreement's Grievance Procedure. The Union may, however, enforce any obligation of any employee herein established in court, or by any other legal means.

Section 5. The obligations set forth in this Article shall only be effective to the extent permitted by controlling law, including but not limited to any Executive Orders permitting or restricting union security rights.

Section 6. The Union agrees to indemnify and to hold the Employer harmless from any and all claims, actions, suits, damages or costs, including any attorney fees incurred by making these deductions from the employees.

#### **ARTICLE XIX - Union Representation**

Section 1. The Union Local President and/or the International Representative and/or their designees may be permitted access to the Employer's office at the site at mutually agreeable times upon prior notification to the Employer, subject to the Government security restrictions in effect, for the sole purpose of considering matters covered by this Agreement; provided, however, that if the Government refuses to let such persons onto its property, the Union shall have no recourse whatsoever against the Employer.

Section 2. There shall be no Union business conducted during an employee's work time.

Section 3. The Union is responsible for providing written notification to the Employer's Site Management, and the Director of Human Resources or his designee, of the individuals officially designated to act as representatives of the Union within ten (10) calendar days of their appointment. An employee shall not be permitted to engage in Union duties until notification is received by the Employer.

Section 4. A Union representative shall perform his/her assigned security related duties and shall not leave his/her post during work hours to conduct Union business without the expressed written approval of Site Management. Leave without pay may be approved by Site Management, for the conduct of Union business, including arbitrations, so long as such leave does not require overtime to cover the absence, interfere with the conduct of operations or service to the Client.

Section 5. The Union shall provide the names, addresses, and union positions held by its representatives at the site within thirty (30) days of the execution of the CBA and any subsequent changes in representation.

#### **ARTICLE XX – Uniforms**

Section 1. All employee uniforms will be issued at the worksite or by direct mail. The responsibility for the correct sizes shall be the employee's, so that he/she is properly dressed.

Section 2. When the employee's employment with the Employer ends, for any reason, the employee shall be obligated to return all such uniforms and equipment (MVM and government), in good working condition, to the Employer prior to his/her last day of employment or as soon as practical. If the employee does not return the uniforms and/or equipment, or returns them in poor condition, as determined by the Employer, the Employer shall be permitted to bill the employee and the employee will be obligated to pay for the replacement cost. Normal wear and tear will not be the basis for evaluation of uniforms or equipment.

Section 3. Immediately upon commencing employment with the Employer, Employees agree to sign the form provided by the Employer allowing the Employer to deduct ten dollars (\$10.00) from each employee's bi-weekly paychecks, up to one hundred (\$100.00) dollars. This amount shall represent a deposit for the uniform and all equipment provided to each employee by the Employer. When the employee's employment with the Employer ends, for any reason, the employee shall be obligated to return all such uniforms and equipment, in good working condition, to the Employer prior to his/her last day of employment. If the employee does so, he/she shall receive his/her full deposit within ten (10) business days of the employee's last day of employment. If the employee does not return the uniforms and/or equipment, or returns them in poor condition, as determined by the Employer, the Employer shall be permitted to retain the employee's deposit.

Section 4. Failure to return company uniforms and/or equipment and refusal to reimburse the company will be considered an adverse action and the employee's personnel record will be annotated as such for the purpose of future references to prospective employers.

## ARTICLE XXI- General Provisions

Section 1. Neither the Employer nor the Union shall discriminate against any employee on the basis of race, creed, color, gender, age, national origin, religion, union affiliation, disability or other legally protected classification, or any other category prohibited by applicable law.

Section 2. Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meetings of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances to the extent such work time activity is specifically allowed by the Employer.

Section 3. The Union may request the release of employees for the purpose of attending to Union business. Such requests shall be made at least two (2) weeks in advance of the time for the leave, and shall be in writing. No more than two (2) employees may be released within a Site under this provision on any one occasion. Except for purposes of negotiations scheduled with the Employer during work time, such leaves shall not exceed a total of five (5) days per Contract year, unless otherwise agreed to by the Employer. Leave time requested and within the basic parameters of this provision will not be unreasonably denied, and will be granted if coverage is available without the Employer incurring overtime, and the release will not impair the Employer's obligations under its Contract with the Government. Leaves granted under this provision shall be without compensation by the Employer.

Section 4. Employees who are tardy shall be docked for time missed rounded to the nearest six (6) minute increment. All incidents of tardiness, whether docked or not, shall provide a basis for disciplinary action.

Section 5. The Employer shall reimburse employees for all required and approved travel expenses as required by and reimbursable under the Employer's Contract with the Government and the Employer's policies as in effect from time to time.

Section 6. Employees shall not use Government or Company telephones for personal or unauthorized purposes, nor use cell phones or other handheld communication devices while on duty. To the extent possible and feasible, and in accordance with local procedures, personal messages (name and number) of calls received in the office for employees will normally be taken. If a call for an employee appears to be an emergency, the employee will be notified as soon as practicable. Employees may not carry cellular phones while at the work sites. Violations of telephone policy may result in the employee being disciplined, charged for the calls and for lost time at work.



Section 7. Employees are required to obtain and renew all required licenses and permits necessary to perform their required security duties. All costs associated with this process will be paid by employee. All applications for licenses and permits will be processed in a timely manner. Copies will be provided to employees' supervisors immediately after completion. When licenses and permits are received by employee, employee will immediately notify the supervisor and provide a copy of the license or permit. If the required license has expired, the employee will not be permitted to work on the contract. The Union will contact employees at the Company's request to assist in gathering the required data or information.

Section 8. Employees shall remain on their posts until properly relieved, or released by their supervisor.

Section 9. When Employees are assigned to work outside of their normal work region, Company will provide per diem and/or mileage allowances to employee according to Government travel regulations (e.g., over 12 hours). When employee is required to work and/or travel out of his/her normal region for more than 13 hours, employee will be allowed to stay over night. All actual travel hours between guard mount and arrival at the hotel or worksite during outbound trips and from the hotel or worksite to the arriving airport during inbound trips and normal work hours will be counted as hours worked, with the appropriate overtime wages applied as applicable. Employees will be reimbursed for any authorized expenditure during travel during the next full pay period following the submission of the travel voucher.

Section 10. DIRECT DEPOSIT - All employees will be required to have direct deposit to a bank or credit union of their choice. The employer will make every effort to establish relationships with banks that will provide free checking, debit card accounts or other beneficial arrangements.

Section 11. Each December, an annual bonus equal to two 2.0% percent (\$200.00) of the total wages earned as a Detention Officer during the Government contract year (October 1 to September 30), up to ten thousand (\$10,000.00) dollars in total base wages shall be paid to all employees who worked as officers under the Employer's contract during the Government contract year preceding that December (i.e., October 1 through September 30). This payment is deemed to satisfy any applicable local requirement for a Christmas Bonus.

Section 12. In the interest of preserving work and job opportunities for the employees covered by this agreement, the employer agrees that it will not sub-contract or transfer to a non-bargaining unit employee any work or service of the kind, nature or type presently or hereafter performed or provided by the employer if it results in a reduction of the current level of staffing. However, in the event of a temporary requirement or emergency situation, the employer will be able to add the personnel for a period of ninety (90) days or until regular employees can obtain the required clearance from Department of Homeland Security (I.C.E) and training.

Section 13. The Employer will make its best effort to obtain a space from the Government for the use of the Employees to locate a Union bulletin board that will be used by the Union for posting notices of meetings, elections, appointments, recreational and social affairs, and other Union notices. It is understood that providing of these facilities is the sole prerogative of the U.S Government. The placement of any material that is derogatory toward any employee of MVM, Inc. or the government, Anti-Government, Anti-Company or any unethical material is strictly prohibited. Only Union officials and shop stewards shall be authorized to place and remove Union related information on the designated bulletin boards.

#### **ARTICLE XXII – Strikes and Lockouts**

Section 1. So long as this Agreement is in effect, the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike, including a sympathy strike, slowdown, stoppage of work, picketing, planned inefficiency or any other curtailment of work or restriction or interference with the Employer's or Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same. Upon hearing of any unauthorized strike, slowdown, stoppage of work, picketing, planned inefficiency or any other curtailment of work or restriction or interference with the operation of the Employer and/or the Government as set forth above, the Union shall take the necessary steps to avert or bring such activity to a prompt termination.

Section 2. Any employee who violates the proscriptions of this provision will be immediately discharged. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced including specific performance by way of injunctive relief.

Section 3. During the life of this Agreement, the Employer shall not lockout any employees covered hereunder.

#### **Company Proposal March 22, 2005 ARTICLE XXIII – Government Supremacy**

Section 1. The Union acknowledges that Employer has entered into a Contract with the Government to provide services under specific terms and conditions, and that the Government has broad discretion to direct the activities of Employer within the scope of the Contract. In that regard, the Government may supersede any understanding of the parties hereto regarding assignments, hours, shifts, credentials, qualifications, and any other operational issue, as the Government deems to be in the interest of the Government's overall security objective, and there shall be no recourse against the Employer regarding such actions or their compliance with such directives. The Employer will discuss any such changes or directives with the Union prior to their implementation, to the extent Employer is able to do so.

Section 2. Notwithstanding any provision of this Agreement, to the extent the Government requires compliance with specific procedures (e.g., security clearances, medical examinations, weapon proficiency testing, uniforms/appearance standards, staffing determinations, etc.), or the requirements of the Service Contract Act, Employer and Union will

comply with those requirements, and the Union shall have no recourse against the Employer through the grievance and arbitration process, or otherwise. If the effect of such a requirement supersedes an otherwise contractual right of either party hereto, and a request by that party is made to the other within thirty (30) calendar days of the change, the parties will meet and confer regarding the effects of the change.

Section 3. Any monetary or other benefit provided by the Employer to employees pursuant to a Government directive, after the effective date of this agreement, but subsequently no longer mandated by the Government or allowed as a chargeable expense by Employer to the Government, may be terminated by Employer in its discretion. Notice will be provided to the Union, and the parties will meet and confer regarding the effects of the Government's action.

**EMERGENCY MODIFICATIONS:** In the event of national emergency or war, the Union recognizes that certain modifications, changes or actions may be required to be made when time is of the essence. Such modifications, changes or actions may be made immediately by the Company and without the recourse of any employee against the Company, unless such change or modification is later determined to violate any rights granted to the Union, or to the employees by any applicable state or federal law.

When such modifications, changes or actions are made on an emergency basis, the Company herein agrees to initiate discussions as indicated above as soon as is reasonably possible but in no event more than 90 days following implementation. Failure of the Company to follow the process articulated in this Article will constitute a breach of the Collective Bargaining Agreement by the Company and may be grieved and arbitrated in accordance with Article VII of this contract.

Both the Union and Company herein agree to work together in good faith to provide the Government with the highest quality of service and neither shall unreasonably insist upon, or refuse to accept any modification, change or action to be taken, which is directed by the Government and conforms to the intent of this article.

#### **ARTICLE XXIV - Partial Invalidity**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### **ARTICLE XXV - Waiver, Entire Agreement and Amendments**

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and without qualification waive the right, and each agrees that the other shall not be obligated to bargain collectively, except as specifically provided for in

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)  
 P00002 07/23/2008  
 6. ISSUED BY CODE ICE/DM/DC-DC 7. ADMINISTERED BY (if other than item 6) CODE ICE/DM/DC-DC

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 MVM INC  
 1593 SPRING HILL ROAD SUITE 700  
 VIENNA VA 22182-2249  
 9A. AMENDMENT OF SOLICITATION NO. (x)  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. X  
 HSCEOP-07-D-00001  
 10B. DATED (SEE ITEM 11)  
 01/19/2007  
 CODE 0380495320MVM FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

Tax ID Number: 95-3396082

DUNS Number: 038049532

The purpose of this modification is as follows:

1. Update CLIN 1007AA and all subsequent option line items to include for updated labor costs and categories.
2. Update CLIN 1007AB and all subsequent option line items to allow for materials to be billed at cost plus fee & G&A.
3. Update CLIN 1008AA and all subsequent option line items to include for updated labor  
 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)  
 DARIO O. MARQUEZ, Jr. President James D. Adams  
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 Dario Marquez 7-24-08 James D. Adams 7-29-08  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEOP-07-D-00001/P00002

PAGE 2 OF 5

NAME OF OFFEROR OR CONTRACTOR  
MVM INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	costs and categories.  4. Update CLIN 1008AB and all subsequent option line items to allow for materials to be billed at cost plus fee & G&A.  All other terms and conditions remain the same. Discount Terms:  b2Low FOB: Destination Period of Performance: 01/02/2007 to 01/01/2012  Change Item 1007AA to read as follows (amount shown is the obligated amount):				
1007AA	General Facilities Maintenance Labor to include but not limited to services provide for electrical, HVAC, plumbing, etc. This will be billed at (Option Line Item) 01/18/2008 Product/Service Code: S216  Accounting Info: Funded: \$0.00  Change Item 1007AB to read as follows (amount shown is the obligated amount):	1	HR	0.00	
1007AB	General Facilities Maintenance Materials to be billed at (Option Line Item) 01/18/2008 Product/Service Code: S216  Change Item 1008AA to read as follows (amount shown is the obligated amount):	1	LO	0.00	
1008AA	Emergency Facility Maintenance Labor to include but not limited to services provide for electrical, HVAC, plumbing, etc. This will be billed at (Option Line Item) 01/18/2008 Product/Service Code: S216  Accounting Info: Funded: \$0.00  Continued ...	1	HR	0.00	

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NAME OF OFFEROR OR CONTRACTOR  
MVM INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Change Item 1008AB to read as follows (amount shown is the obligated amount):				
1008AB	Emergency Facility Maintenance Materials to be billed at <b>b4</b> (Option Line Item) 01/18/2008 (Not Separately Priced) Product/Service Code: S216	1	LO		0.00
	Change Item 2007AA to read as follows (amount shown is the obligated amount):				
2007AA	General Facility Maintenance Labor to include but not limited to services provide for electrical, HVAC, plumbing, etc. This will be billed at <b>b4</b> (Option Line Item) 01/18/2009 Product/Service Code: S216  Accounting Info: Funded: \$0.00	1	HR	0.00	
	Change Item 2007AB to read as follows (amount shown is the obligated amount):				
2007AB	General Facilities Maintenance Materials to be billed at <b>b4</b> (Option Line Item) 01/18/2009 Product/Service Code: S216	1	LO	0.00	
	Change Item 2008AB to read as follows (amount shown is the obligated amount):				
2008AB	Emergency Facilities Maintenance Materials to be billed at <b>b4</b> (Option Line Item) 01/18/2009 (Not Separately Priced) Product/Service Code: S216	1	LO		0.00
	Change Item 2008AA to read as follows (amount shown is the obligated amount):				
2008AA	Emergency Facilities Maintenance Labor to include but not limited to services provide for electrical, HVAC, plumbing, etc. This will be billed at <b>b4</b> Continued ...	1	HR	0.00	

**CONTINUATION SHEET**

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NAME OF OFFEROR OR CONTRACTOR  
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item) 01/18/2009 Product/Service Code: S216  Accounting Info: Funded: \$0.00  Change Item 3007AB to read as follows (amount shown is the obligated amount):				
3007AB	General Facility Maintenance Materials to be billed at b4 (Option Line Item) 01/18/2010 Product/Service Code: S216  Change Item 3007AA to read as follows (amount shown is the obligated amount):	1	LO	0.00	
3007AA	General Facility Maintenance Labor to include but not limited to services provide for electrical, HVAC, plumbing, etc. This will be billed at b4 (Option Line Item) 01/18/2010 Product/Service Code: S216  Accounting Info: Funded: \$0.00  Change Item 3008AA to read as follows (amount shown is the obligated amount):	1	HR	0.00	
3008AA	Emergency Facility Maintenance Labor to include but not limited to services provide for electrical, HVAC, plumbing, etc. This will be billed at b4 (Option Line Item) 01/18/2010 Product/Service Code: S216  Accounting Info: Funded: \$0.00  Change Item 3008AB to read as follows (amount shown is the obligated amount):	1	HR	0.00	
3008AB	Emergency Facility Maintenance Materials to be billed at b4 (Option Line Item) Continued ...	1	LO		0.00

CONTINUATION SHEET

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	01/18/2010 (Not Separately Priced) Product/Service Code: S216  Change Item 4007AA to read as follows (amount shown is the obligated amount):				
4007AA	General Facility Maintenance Labor to include but not limited to services provide for electrical, HVAC, plumbing, etc. This will be billed at <b>b4</b> (Option Line Item) 01/18/2011 Product/Service Code: S216  Accounting Info: Funded: \$0.00  Change Item 4007AB to read as follows (amount shown is the obligated amount):	1	HR	0.00	
4007AB	General Facility Maintenance Materials to be billed at <b>b4</b> (Option Line Item) 01/18/2011 Product/Service Code: S216  Change Item 4008AA to read as follows (amount shown is the obligated amount):	1	LO	0.00	
4008AA	Emergency Facility Maintenance Labor to include but not limited to services provide for electrical, HVAC, plumbing, etc. This will be billed at <b>b4</b> (Option Line Item) 01/18/2011 Product/Service Code: S216  Accounting Info: Funded: \$0.00  Change Item 4008AB to read as follows (amount shown is the obligated amount):	1	HR	0.00	
4008AB	Emergency Facilitv Maintenance Materials to be billed at <b>b4</b> (Option Line Item) 01/18/2011 (Not Separately Priced) Product/Service Code: S216	1	LO		0.00