

Company Name:  
Akal Security

Contract Number:  
ACL-2-C-0003 (ACL2C0003)

Solicitation Number:  
ACL-0-R-0004 (ACL0R0004)

Latest Modification Processed:  
P00027

Period of Performance:  
4/1/2001 through 6/30/2009

Services Provided:  
Providing unarmed guard services at the El Centro Service Processing Center, 115 N. Imperial Avenue, El Centro, California (CA) 92243-1739.

SOLICITATION, OFFER, AND AWARD

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

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2. CONTRACT NUMBER: **ACL-2-C-0003**

3. SOLICITATION NUMBER: **ACL-0-R-0004**

4. TYPE OF SOLICITATION:  SEALED BID (IFB)  NEGOTIATED (RFP)

5. DATE ISSUED: **04-04-01**

6. REQUISITION/PURCHASE NUMBER: **DET-01-001**

7. ISSUED BY: **Immigration and Naturalization Svc., Administrative Center Laguna, P.O. Box 30080, Laguna Niguel, CA 92607-0080**

8. ADDRESS OFFER TO: **1**

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and **4** copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in **Section L** until **C.O.B** local time **5/15/01**

(City) (Hour) (Date)

CAUTION - LATE Submission, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: **Linda Holder**

A. NAME: **Linda Holder**

B. TELEPHONE (Include area code) (NO COLLECT CALLS) (949) 360-3180

C. EMAIL ADDRESS: **Linda S. Holder@usdoj.gov**

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **90** calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	<b>2</b>	<b>4-30-01</b>	<b>3</b>	<b>5-17-01</b>
			<b>4</b>	<b>5-25-01</b>

15A. NAME AND ADDRESS OF OFFEROR: **BNCI/AKAL SECURITY, POB 719, BETHEL, AK 99559, DUNS 17-665-5413 (BNCI)/01-771-1888 (AKAL)**

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print): **MARC D. STEMP, DAYA S. KHALSA, MGMT. COMMITTEE MEMBERS**

17. SIGNATURE: *[Signature]*

18. OFFER DATE: **6-8-01**

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED: **CLINS 0001 THRU 0002**

20. AMOUNT: **EST \$9,838,628.80**

21. ACCOUNTING AND APPROPRIATION INFORMATION: **PER INDIVIDUAL DELIVERY ORDER**

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

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

24. ADMINISTERED BY (If other than item 7) CODE

25. PAYMENT WILL BE MADE BY CODE: **SEE CONTRACT PARAGRAPHS G-2 and G-3.**

26. NAME OF CONTRACTING OFFICER (Type or print): **ALAN J. BARCLAY**

27. UNITED STATES OF AMERICA: *[Signature]* (Signature of Contracting Officer)

28. AWARD DATE: **5/9/02**

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

In accordance with the attached specifications, the Contractor shall provide unarmed guard service for the Immigration and Naturalization Service, El Centro Service Processing Center, 115 N. Imperial Avenue, El Centro, CA 92243-1739. This contract is for one base year plus four one-year options. The quantities listed below represent an estimated amount for the service required. This is a non-personal service contract as defined by FAR 37.1.

The man-hour 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 only 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. Costs include but are not limited to management, wages, benefits, training time, holiday and vacation time, sick leave, relief guards, muster time, drug testing, equipment, material, uniforms, shift differentials, insurance and any other costs required to perform this contract.

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 Naturalization (INS) Security and a written Notice to Proceed with a start date specified is issued by the Contracting Officer.

Offeror must provide firm fixed pricing for the Base Year and Four One-Year Option Periods for all line items listed below:

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.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
0001	Custody Officers	b4	Man-hour	\$ b4	\$ b4
0002	Supervisory Custody Officer Lieutenant	b4	Man-hour	\$ b4	\$ b4
	<b>BASE YEAR TOTAL</b>				<b>\$9,838,628.80</b>

First Option Period – The First Option Period starts from the exercise of the option for a period of one year.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
1001	Custody Officers	b4	Man-hour	\$ b4	\$ b4
1002	Supervisory Custody Officer Lieutenant	b4	Man-hour	\$ b4	\$ b4
<b>FIRST OPTION PERIOD TOTAL</b>					<b>\$9,766,527.68</b>

Second Option Period – The Second Option Period starts from the exercise of the option for a period of one year.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
2001	Custody Officers	b4	Man-hour	\$ b4	\$ b4
2002	Supervisory Custody Officer Lieutenant	b4	Man-hour	\$ b4	\$ b4
<b>SECOND OPTION PERIOD TOTAL</b>					<b>\$9,791,017.60</b>

Third Option Period – The Third Option Period starts from the exercise of the option for a period of one year.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
3001	Custody Officers	b4	Man-hour	\$ b4	\$ b4
3002	Supervisory Custody Officer Lieutenant	b4	Man-hour	\$ b4	\$ b4
<b>THIRD OPTION PERIOD TOTAL</b>					<b>\$9,818,777.76</b>



Fourth Option Period – The Fourth Option Period starts from the exercise of the option for a period of one year.

CLIN Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total
4001	Custody Officers	b4	Man-hour	\$ b4	\$ b4
4002	Supervisory Custody Officer Lieutenant		Man-hour	\$ b4	\$ b4
	<b>FOURTH OPTION PERIOD TOTAL</b>				<b>\$9,842,967.68</b>

Base Year Total \$ 9,838,628.80

First Option Period Total \$ 9,766,527.68

Second Option Period Total \$ 9,791,017.60

Third Option Period Total \$ 9,818,477.76

Fourth Option Period Total \$ 9,842,967.68

Total Estimated Cost including Base Year and Four Options \$ 49,057,619.52

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**Immigration & Naturalization Service  
El Centro, California Service Processing Center  
Solicitation Number ACL-O-R-0004**

**REVISIONS  
Pricing / Section B**

**February 20, 2002**

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

## **I. INTRODUCTION**

### **A. Background**

The United States Immigration and Naturalization Service (INS), an agency of the United States Department of Justice (DOJ), is responsible for the detention of aliens in removal proceedings and aliens subject to a final order of removal. The INS houses those detainees in Service Processing Centers (SPC) and a variety of federal, state, local and private facilities.

### **B. Detention and Removal Mission Statement**

The mission of the Detention and Removal Program (D & R) is the planning, management, and direction of a broad program relating to the supervision, detention, and deportation of aliens who are in the United States illegally. These activities are chiefly concerned with the enforcement of departure from the United States of aliens who have entered illegally or have become removable after admission.

In implementing its mission, D & R is responsible for carrying out all orders for the required departure of aliens handed down in removable proceedings, or prior thereto, and arranging for detention of aliens when such becomes necessary.

D & R maintains and operates the Deportable Alien Control System (DACS) to process cases located by the Border Patrol, Investigations and Inspections activities. The D&R activities are directly reliant upon these other activities. Investigative and Border Patrol activities locate aliens who are denied entry or further stay in the United States and whose departure must be enforced.

### **C. Scope of Work**

The Contractor shall furnish unarmed security guard services, including management personnel, supervision, manpower, relief guards, uniforms, equipment, and supplies to provide guard services seven (7) days a week, twenty-four (24) hours per day at the El Centro Service Processing Center, El Centro, CA. The Contractor shall provide a minimum of one Custody Officer of the same gender as the detainees per shift.

The Contractor shall provide its own equipment, supplies and forms that pertain to its own business enterprise. Business activities may include replacing equipment and manpower to ensure full service at the INS location. In addition, the Contractor will provide full and complete cooperation in any request or investigation conducted by the Government.

The Contractor is to include in the man-hour rate at Schedule B all costs for services INS requires in the contract.

#### **D. Location of Services**

The population of the below named facility will be classified as High, Medium, or Low Risk Level. Security services to be provided by the Contractor will be performed at the following location(s):

El Centro Service Processing Center  
1115 N. Imperial Avenue  
El Centro, CA 92243-1739

#### **E. Explanation of Terms**

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

**Administrative Contracting Officer (ACO)** - INS employee responsible for contract compliance, contract administration, cost control, property control, and reviewing COTR's assessment of Contractor's performance.

**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.

**Allen** - Any person who is not a citizen or national of the United States.

**Booking** - A procedure for the admission of an INS detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the detainees accompanying personal property.

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

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

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

**Contractor** - The firm, individual or entity, following contract award, with whom the INS 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, board certification and expertise of an employee.

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

**Department of Justice (DOJ)** - Refers to the Department of Justice, a department of the United States Government.

**Detainee** - Any person confined under the auspices and the authority of any federal agency, primarily the Immigration and Naturalization Service (INS). Many detainees have substantial and varied criminal histories.

**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.

**Employee** - Refers to a person employed by the Contractor.

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

**Executive Office of Immigration Review (EOIR)** - A division within the Department of Justice responsible for conducting administrative court proceedings for detainees relating to Immigration Law.

**Facility** - The physical plant in which the Contractor's services are provided.

**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.

**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 a 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** - Licensed individuals who in keeping with their respective levels of health care training or experience, provide health services to detainees.

**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.

**Health Unit (HU)** - The physical area in the facility and organizational unit set-aside for routine health care and sick call. The HU is the designated part of the facility for the delivery of care to detainees on an ambulatory or observation basis.

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

**Immigration and Naturalization Service (INS)** - An agency of the Department of Justice (DOJ), responsible for naturalization of aliens as well as the detention and removal of illegal aliens.

**Juvenile** - A male or female under 18 years old who has entered the United States and is in the custody of the INS and subject of removal proceedings under the Immigration and Naturalization Act, and may have an application for asylum pending with the Executive Office of Immigration Review (EOIR).

**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 man-hours chart in Section J, Attachment 1. Only productive hours can be invoiced. Productive hours are those hours when the required services are performed.

**Medical Screening** - A system of structured health assessment or observation to identify detainees who pose a health or safety threat to themselves or others.

**Non-contact visitation** - A barrier that restricts detainees from having physical contact with visitors. Usually screens or glass separates the detainee from the visitor. Voice communication between the parties is typically accomplished with telephones or speakers.

**Officer In Charge** - INS senior officer in charge of the Service Processing Center.

**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 PWS. The PRS identifies the essential service outputs of the contract that will be evaluated by the Government to assure contract performance standards are met by the Contractor.

**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 Custody Officer or Supervisory Custody Officer.

**Property** - Refers to personal property belonging to a detainee.

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

**Quality Assurance** – The actions taken by the Government to assure services meet the requirements of the PWS.

**Quality Assurance Plan (QAP)** – An organized written document prepared and used by the Government for quality assurance of the Contractor performance. The document contains the Government specific methods, sampling guides, 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.



**Public Health Service (PHS)** – A federal agency working in conjunction with INS to provide health care for detainees.

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

**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 Post Log Book** - Official record of post operations and inspections.

**Security Risk** – High, Medium, Low

**High Risk Level** - Detainees exhibit behavioral problems 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.

**Service Process Centers (SPC)** - Refers to INS 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.

**Special Housing Unit (SHU)** - The space set aside within the facility for administrative detention or disciplinary segregation.

**Standard Operating Procedures** – Written instructions utilized within an operation that are consistent with local operational requirements and follow or refer to INS or ACA Standards.

**Start-Up Inspection** – Initial inspection conducted by the Government to ensure Contractor meets the requirements of the PWS.

**Strip Search** - An examination of a detainee's body unclothed, for weapons, contraband, and physical abnormalities. This also includes a thorough search of all of the individual's clothing while it is not being worn.

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

**Training - An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, in a classroom setting or supervised on the job training.**

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

**X-ray search - A photographic search by use of x-rays.**

## **F. 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:

- The INS Operations Manual
- Post Orders
- General Directives
- American Correctional Association (ACA) Standards (Most current edition)
- The INS Officer's Handbook
- M-68 (A Guide to Proper Conduct and Relationships with Aliens and the General Public)
- The INS Detention Standards
- All rules and regulations governing public buildings and grounds
- All regulations provided to the Contractor through the COTR

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

## **G. 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, the more stringent shall apply. If the Contractor is unable to determine which standard is more stringent, the Contracting Officer (CO) shall determine the appropriate standard.

## **II. REQUIREMENTS**

### **CHAPTER 1 - 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 facility, 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 INS 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 insure the COTR is available to participate. The Contractor's QCP shall identify deficiencies, appropriate corrective actions(s), and timely implementation plans(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)**

The INS has developed the Quality assurance plan (QAP) pursuant to the requirements of the PWS, Section C. Section E of the contract sets forth the procedures and guidelines that INS 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 that will be employed by the Government is assessing the Contractor's performance.
- d. Describe the process of performance documentation.

## **2. Roles and Responsibilities of Participating Government Officials**

*The COTR(s) and designees will participate in assessing the quality of the Contractor's performance.*

- a. 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.
- b. 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 performance. If applicable, deductions will be assessed in accordance with guidance provided in Section F, paragraph F-6, Page F5.

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

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

- Organization
- Recruiting procedures
- Opportunities for Equal Employment
- Qualifying for jobs, job descriptions, responsibilities, salaries and fringe benefits
- Screening employees for illegal drug use
- Holidays, leave, and work hours
- Personnel records, employee evaluations, promotion, retirement
- Training
- Standards of conduct, disciplinary procedures, and grievance procedures
- Resignation and termination
- Employee-management relations
- Subjects listed in Chapter 2 of this PWS

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. INS Operations Manual**

The Contractor shall maintain the site specific INS Operations Manual that contains INS written policy, plans, and procedures. The Contractor shall 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, Organizational Chart, Key Personnel**

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

The Contractor shall provide resumes for key personnel as identified by the COTR (such as: Training Officer, Project Manager and Supervisory Custody Officers). No key personnel shall perform any duties under the contract until the CO and COTR have approved their performance of such duties.

#### **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 as required in Section H and Chapter 4 of this PWS. The Contractor will effect disciplinary or adverse 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 ACA Standards and Chapter 5 of this 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 INS facility meetings as required by the COTR.

## **CHAPTER 2 - 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. 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.
3. No employee may 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, no employee shall give any gift, favor, or service to detainees, detainee's family, or associates.
4. No employee shall enter into any business relationship with detainees or their families (e.g. - selling, buying or trading personal property).
5. No employee shall 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. 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 removal from the INS facility. Failure on the part of the Contractor to either report a known violation, or to take appropriate disciplinary action against offending employee or employees shall subject the

10-01-01  
1/13/01

Contractor to appropriate action including possible termination of the contract for default.

7. 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.
- 8 All employees are required to immediately report to the Project Manager or INS Supervisor any violation or attempted violation of these standards.

## **B. Minimum Personnel Qualification Standards**

The Contractor shall ensure each person, employed by his firm, has a 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:

1. All employees shall be a minimum of 21 years of age.
2. 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 compose reports;
  - 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.

## **C. Health Requirements for All Custody 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 Custody Officers who work under

**this contract shall pass a medical examination conducted by a licensed physician within 30 days prior to initial assignment.**

**A Report of Medical Examination, (Standard Form-88) shall evidence the physical fitness of each Custody 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 SF-88. Prior to the officer's initial assignment or reassignment to the INS site, the Contractor shall certify in writing to the COTR that each Custody Officer is in full compliance with the following:**

- 1. Custody 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. Custody 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 the INS 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. Custody 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. Custody 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. All Custody Officers shall possess unimpaired use of hands, arms, legs, and feet. Custody Officers shall be able to run when necessary, be capable of handling portable fire extinguishers, building fire hoses, and related equipment.**
- 6. Custody Officers shall be able to wear all necessary equipment, or other protective items.**



7. Custody 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.
9. The Contractor shall report immediately any changes to (1) through (8) above, in a Custody 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. Drug Testing**

The INS may require drug screening at any time. The Contractor shall order and accomplish drug screening at the Contractor's expense. A laboratory approved by the National Institute of Drug Abuse (NIDA) must perform the screening. The Contractor shall provide the results of all such drug screening to the COTR within 24 hours after receipt. The Contractor must post the INS "Drug Free Workplace Policy" in all contract work areas.

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

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

#### **E. 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. The INS may direct the Contractor to immediately remove any employee who has been disqualified either for security reasons immediately or for being unfit to perform their duties as determined by the COTR. 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 INS 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;
  - ~~x~~m. Undue fraternization with detainees as determined by the COTR;
  - n. Repeated failure to comply with visitor procedures as determined by the COTR;
  - o. Acquiescence, negligence, misconduct, lack of diligence, good judgement, 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.
- ~~x~~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.

#### **F. 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 hours off between shifts.

### **G. Dual Positions**

No contract employee can hold the position of a Custody Officer and that of a Supervisory Custody Officer simultaneously. The COTR will document and refer to the Contracting Officer the failure of the contractor to provide necessary personnel to cover all positions.

### **H. Post Relief**

As indicated in the post orders, no Custody Officer shall leave his post until relieved by another Custody Officer. When the Contractor or Contractor Supervisors authorize rest or relief periods, the Contractor shall assign undesignated officers to perform the duties of the Custody Officers on break.

### **I. Personnel Files**

The Contractor shall maintain a system of personnel files, and keep all personnel files on site and 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.

### **J. Uniform Requirements**

These requirements apply to Supervisory Custody Officers and Custody 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 INS 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, cap (optional), jacket, shoes or boots, duty belt, mini-mag flashlight and holder, handheld radio and handcuff holder. 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 nonuniformed (clerical employees, if applicable) have the required identification credentials in their possession while on the premises. The Contractor identification credential document shall contain the following:

- a. 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.
- b. 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.

## **K. Permits and Licenses**

### **1. Business Permits and Licenses**

The Contractor must obtain all required permits and licenses by the date of contract award. 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 the INS 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 the INS 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.

### 3. Jurisdiction

The Contractor's authority under this contract is limited to space or posts that are under the charge and control of INS. 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 INS. Contract employees shall not enter any restricted areas of the facility unless it is necessary for the performance of their duties.

## CHAPTER 3 - STAFFING PLAN

The Contractor shall staff the positions in accordance with the man-hour chart provided in **Section J, Attachment No. 1**.

#### A. 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 Custody 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.

#### B. 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 this 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, a designated person shall be placed in charge. This individual shall perform only job duties of a project manager. In addition, this individual shall have supervision as his primary function during the times he or she is in charge.

### **C. Key Personnel**

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:

1. **Project Manager** - At a supervisory level or above, knowledge of program objectives, policies, procedures and requirements for managing a correctional facility are required. A minimum of ten years experience in corrections or a related field with experience in management of a correctional facility at the supervisory level or above. The Project Manager shall meet all requirements for both Supervisory Custody Officer Training and Custody Officer training.
2. **Supervisory Custody 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)

## **CHAPTER 4 - BACKGROUND CLEARANCE PROCEDURE**

### **A. Background Investigations Required**

The Contractor shall process all background investigations through the **INS Security Office via the COTR no less than 60 days prior to contract start date.** The INS 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. (See Chapter H, Part H-10, for Security Requirements.)

### **B. Initial Drug Testing**

The Contractor must obtain screening for use of illicit drugs of every employee and prospective employee working under this contract. Drug screening is urinalysis to detect the use of amphetamines, cocaine metabolites, opiates (morphine/ codeine) phencyclidine (PCP) and marijuana metabolites by an individual. The INS may expand the above list to include additional drugs. A lab approved by the National Institute of Drug Abuse (NIDA) must perform the screening.

Prior to the granting of a favorable EOD decision, the contractor must submit the results of the drug screening on the applicant to the COTR.

Drug testing of an applicant will commence as soon as scheduled upon receipt of an applicant's personnel suitability packet by the COTR. The results of an applicant's drug test must be submitted to the COTR no later than 21 calendar days after receipt of an applicant's personnel suitability packet. Such tests shall be obtained from a National Institute of Drug Abuse (NIDA) approved laboratory and screened for the presence of the following drugs or drug classes: amphetamines, cocaine metabolites, opiates (morphine/codeine), phencyclidine (PCP) and marijuana metabolites. (The INS reserves the right to expand the list above to include additional drug/drug classes.) Contractor shall ensure that all federal, state, and local legal procedures are followed whether or not included in these procedures, with regard to the specimen, contractor must ensure that the confirmations are correct and that an adequate chain of custody procedure exists and is followed.

## **CHAPTER 5 - TRAINING**

Employees shall not perform duties under this contract until they have successfully completed all initial training and the Contractor certifies such in writing to the COTR.

### **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 Custody Officers will receive 40 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. The Custody Officers must be accompanied by a senior Custody Officer at all times during this latter 40-hour period. 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 80 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 160 hours within the first year of employment. Forty hours of refresher training is required each year thereafter. The training program must directly relate to the employee's assigned position and afford application of necessary job skills.



## 1. 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 & 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. INS 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. INS Paperwork/Report Writing	2 HRS
14. Detainee Searches/Detainee Personal Property/Counterband	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

\*\* Critical Training Subjects

## 2. Refresher Training

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

The Contractor shall coordinate recertification in CPR and First Aid with the INS training staff. Annually, upon completion, the Contractor shall provide documentation of refresher training to the COTR. (See C-25, Clerical Support Employee Training for clerical refresher training requirements, if applicable).

## 3. On the Job Training.

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

1. Authority of supervisors and organizational code of conduct.

2. General information and special orders.
3. Security systems operational procedures.
4. Facility self-protection plan or emergency operational procedures.

#### **4. Training during initial 60 Day Period**

The Contractor shall provide an additional 40 hours of training for Custody Officers within 60 days after completion of first 80 hours of training. The Contractor shall provide the training format and subjects, for approval by the COTR and CO.

#### **B. Supervisory Training**

All new Supervisory Custody 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 Custody 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.

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

### **C. Clerical Support Employees Training**

If the Contractor hires Clerical Support Employees as part of this contract, these employees shall have 16 hours of training by the Contractor within 30 days prior to being assigned to the site. Training subjects include the following:

1. In-Service Orientation/Social diversity
2. Fire and other Emergencies
3. First Aid
4. CPR
5. Bloodborne Pathogens
6. EEO/Sexual Harassment

The Contractor shall give all Clerical Support Employees 16 hours' annual refresher training. The Contractor shall submit the content and format of the courses to the COTR for approval.

### **D. Proficiency Testing**

The Contractor shall give each Custody Officer a written examination consisting of at least 25 questions when each training course is completed. The Contractor may give practical exercises when appropriate. The COTR must approve the questions before the Contractor can administer the examination. To pass any examinations, each Custody Officer must achieve a score of 80% or better. The Contractor must provide the COTR the eligible Custody Officer's completed exam before the Custody 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 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.

### **E. 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.

### **F. Training Documentation**

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.

## **CHAPTER 6 – FACILITY SECURITY AND CONTROL**

### **A. Security and Control (General)**

The Contractor shall maintain a copy of the INS post orders for employee review within the areas of assignment, and shall initiate responses to any incidents as outlined in the post orders. 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 INS procedures. The Contractor shall comply with INS security plans.

### **B. Unauthorized Access**

The Contractor shall detect and detain persons attempting to gain unauthorized access to INS site.

### **C. Direct Supervision of Detainees**

The Contractor shall provide 24-hour supervision of all detainees in all areas including supervision in detainee housing and activity areas to permit Custody Officers to hear and respond promptly to emergencies. A minimum of one officer must be assigned to monitor each housing unit. This position is separate and apart 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 within the INS Housing Unit Logbooks:

1. Activity that impacts on the detainee population (e.g. detainee counts, shakedowns, detainee movement in and out of the site).
2. Shift activities (e.g. security checks, meals, recreation, religious services).
3. Entry and exit of persons other than detainees, INS staff, or Contractor Staff (e.g. attorneys and other visitors).
4. Fire drills and unusual occurrences.

### **E. Detainee Counts**

The Contractor shall monitor detainee movement and physically count detainees as directed in the INS Operations Manual and post orders. The Contractor shall be responsible for documenting these counts in the logbook. The Contractor

shall ensure INS procedures are followed when the count does not clear. At a minimum, formal detainee counts shall take place twice a day.

#### **F. Daily Inspections**

Custody Officers shall conduct daily inspections of all security aspects of the INS 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. Custody Officers shall also report slippery floor surfaces. This documentation shall be made daily in the INS logbooks and on "Work Request Forms" provided by INS. Problems discovered during these inspections shall be clearly identified in the documentation. The Custody Officer shall notify the COTR of any abnormalities or problems. The Contractor shall immediately notify an INS Supervisor of any physical facility damage. Written documentation of these inspections shall be submitted by the end of the shift.

#### **G. Control of Contraband**

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

#### **H. Keys and Access Control Devices**

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

- Security Keys and access control devices shall not be removed from the site.
- Notify the INS first line supervisor immediately if a key or locking mechanism is compromised or lost.
- Emergency keys shall be available in the main control center.

**I. Control of Chemicals**

The Contractor shall adhere to established procedures, applicable laws and regulations governing the storage and inventory of all flammable, toxic and caustic materials.

**J. Post Orders**

The INS will provide post orders, procedures and instructions necessary for proper performance at each duty location. The Contractor shall acknowledge the post orders and implement them immediately. Each post will have a separate post order. The Contractor is responsible for compliance with all such orders. The Contractor is not responsible for compliance with post orders from other Government agencies at the INS work site.

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

**K. Deviation from Prescribed Schedule Assignments**

The Contractor is authorized to deviate from the scheduled assignment when unusual conditions or circumstances so demand and if approved by the COTR. All deviations shall be recorded in the daily logbook.

**L. Use of Force Policy**

The INS restricts the use of physical force by Custody 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 INS's Policy Statement on the use of non-deadly force.
3. The responsible Custody Officer(s) shall report all instances of use of physical force to the COTR or INS supervisor on duty. Prior to leaving his shift, the Officer(s) shall prepare a written report and submit it to the Supervisory Custody 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:

- An accounting of the events leading to the use of force.
- A precise description of the incident to include date, time, place, type of force necessary, and reasons for employing force.
- A description of the person (Custody Officers or detainees) who suffered what injuries, if any, and the treatment given.
- A list of all participants and witnesses to incident.

**M. Use of Restraints Policy**

The Contractor shall comply with INS written policy and procedures governing the use of restraint equipment. Restraints shall never be applied as punishment or for more time than is necessary. Restraints shall be used only as a precaution against escape during transfer, 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 Custody 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. The INS prohibits all other restraint devices.

**N. Intelligence Information**

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

**O. Lost and Found**

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

**P. Escapes**

The Contractor shall take all appropriate measures to prevent escapes. The Contractor shall notify the INS Supervisor or COTR immediately if an escape or an attempted escape has occurred. The Contractor must provide the COTR a written report prior to the end of the shift.

## **CHAPTER 7- DETAINEE RIGHTS, RULES, DISCIPLINE AND PRIVILEGES**

*The Contractor shall supervise, observe and protect detainees from personal abuse, discrimination, corporal punishment, personal injury, property damage, and harassment. Contract personnel shall adhere to INS policies, procedures and detention standards.*

## **CHAPTER 8 – WORK DETAILS**

The Contractor shall supply sufficient Custody Officers to monitor and control detainee work details assigned by the COTR. Unless approved by the COTR, these work details must be within the security perimeter. Detainee work details consist of ground maintenance, cleaning, and other duties as assigned by the COTR. The number of work details shall be based on the number of Custody Officers available. It will be the sole responsibility of INS 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.

## **CHAPTER 9 – HEALTH, SAFETY AND EMERGENCY STANDARDS**

### **A. Disturbances and Safety**

The Contractor shall comply with INS written plans, policies, and procedures that specify actions to be followed in emergencies. The Contractor shall ensure that INS Emergency Plan and Procedures are accessible at all posts. The Contractor shall divert its Custody 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.

Pursuant to INS 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. The Contractor shall document disturbances and provide a report to the COTR.

### **B. Evacuation Plan**

The Contractor shall comply with a written INS 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 the Designated Service Officer 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 Custody Officer shall notify the medical provider as well as the COTR or INS Shift Supervisor.

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

#### **D. Protection of Employees**

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

#### **E. Medical Requests**

The Contractor shall adhere to INS policies and procedures regarding detainee medical requests. If detainee requires immediate medical attention, the Custody Officer shall immediately notify his Supervisor via radio or telephone who will notify the medical provider as well as the COTR or an INS Shift Supervisor.

#### **F. Emergency Medical Evacuation**

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

### **CHAPTER 10– Equipment, and Supplies**

#### **A. Property Accountability**

Contractor personnel shall not permit any Government property to be taken away or removed from the premises unless the property is accompanied by appropriate INS disposition forms.

The Contractor shall enact practices to safeguard and protect Government property against abuse, loss or any other such incidents. The designated Government property shall be used only for official business.

All Government property furnished under this contract shall remain the property of the Government throughout the contract term. INS shall maintain a written inventory of all Government property issued to the Contractor for performance

**SECTION D**  
**PACKAGING AND MARKING**

**N/A**

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

**SECTION E - INSPECTION AND ACCEPTANCE****E-1 52.246-4 INSPECTION OF SERVICES-FIXED PRICE (AUG 1996)**

- (a) **Definition:** "Services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may:
  - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
  - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services, again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:
  - (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
  - (2) Terminate the contract for default.

## **E-2 Daily Inspections**

During each shift, the Contractor shall make daily inspections of all security posts. The INS will provide a daily logbook at each duty post to record inspection findings and discrepancies. It shall remain on-site and be available for the INS to review.

## **E-3 Inspection by the Government**

The Government has the right to inspect the posts manned by the contractor's personnel. The COTR will note deficiencies and refer them to the Contractor for corrective action. After taking corrective action, the Contractor shall inform the COTR in writing.

The Government shall have the right to inspect all services and work that is performed by the Contractor. The Government has the right to review, collect, or seizure documents, materials, logs, books, reports, and equipment. The Government has the right to test equipment and tools used by the Contractor, or its employees. The Government shall not unduly disrupt or delay Contractor work when inspecting.

## **E-4 Methodology To Be Used To Monitor The Contractor's Performance**

**Customer Complaint:** This method is for evaluating highly visible service. There is no recurring plan to sample. The end user, rather than the COTR, selects the sample.

## **E-5 Customer Complaint Form**

The tasks to be evaluated are found in the Performance Requirements Summary (PRS) (**Section J – Attachment 4**) and include the surveillance methods and value of each service required by the PWS.

The Customer Complaint (**Section J – Attachment 5**) is used by the Government to document and evaluate the Contractor's performance under the contract.

All Customer Complaints will be reviewed by the COTR. The COTR shall observe the unsatisfactory performance and determine the validity of the complaint. The COTR will notify the Project Manager of the customer complaint, annotate the time of the notification on the Customer Complaint Form and inform the Project Manager what action shall be taken. The COTR will retain the Customer Complaint Form(s) for contract purposes.

**E-6. Analysis Results**

The CO will review each Quality Assurance Performance Form prepared by the COTR. The CO may discuss every unsatisfactory score with the Contractor to assure the Contractor corrects either through re-performance or by reforming the method of performance the Contractor will use in the next performance period.

**END OF SECTION E**

**SECTION F**  
**DELIVERIES OR PERFORMANCE**

**SECTION F - DELIVERIES OR PERFORMANCE****F-1 52.242-15 STOP-WORK ORDER (AUG 1989)****F-2 Period of Performance**

The Period of Performance for the Base Year shall commence upon the start date specified in the Notice to Proceed and continues for a period of 12 months.

**F-3 Pre-award Conference**

Prior to beginning the work, the Contractor shall meet on-site with the COTR and \_\_\_\_\_ (appropriate representatives of the INS) to review the performance requirements and:

- the mission of INS
- the post positions
- the operational forms
- security control and alarm systems as well as the fire alarm systems
- emergency procedures
- the INS notification process

**F-4 NOTICE TO THE GOVERNMENT OF DELAYS**

If the Contractor has difficulty or anticipates difficulty meeting performance requirements, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing. The Contractor shall give pertinent details. This data is information only. Government receipt of this information shall not be construed as Government waiver of any delivery schedule, rights, or remedies provided by law or under this contract.



**F-5 DELIVERABLES OF WRITTEN DOCUMENTATION**

<b>CLIN</b>	<b>DESCRIPTION</b>	<b>SECTION-C SUB-SECTION</b>	<b>DELIVERY/DAYS AFTER AWARD</b>	<b>NO. OF COPIES</b>
A001	Registrations, commissions, permits, or licenses for each uniformed employee	Chapter 2 Section K Page C-19	Prior to Entry On Duty (EOD)	1
A002	Quality Control Plan	Chapter 1  Section A  Page C-9	Submit with proposal	1
A003	Documents and certifications of each employee's compliance with terms and conditions of employment.	Chapter 2	Prior to EOD	1
A004	Notification of change in employee's health status	Chapter 2 Section C-9  Page C-15	Immediately	1
A005	Custody Officer Assignment Roster	Chapter 3 Section A  Page C-19	Daily	1
A006	Report of employees actually on duty with post assignments.	Chapter 3 Section A  Page C-20	Daily, upon completion of third shift	1
A007	Copy of Standards of conduct and corresponding disciplinary actions	Chapter 2 Section A  Page C-12	EOD	1
A008	Report of employee(s) in violation or attempt to violate standards of conduct	Chapter 2 Section A-6  Page C-12	Immediately	1

A009	Copy of each employee's certification of reading standards of conduct.	Chapter 1 Section C Page C-11	Prior to EOD	1
A010	Employee termination, transfer, suspension, personnel action relating to disqualifying information or incidents of delinquency.	Chapter 2 Section E Pages C-15 - 17	Immediately	1
A011	Written report for escapes	Chapter 6 Section P Page C-29	Prior to end of shift	1
A012	Written policy & procedures for reporting security, safety, health, welfare or injury incidents	Chapter 9 Section C Page C-30	Within 24 hours of occurrence	1
A013	Physical force incident report	Chapter 6 Section L Page C-27	Prior to end of shift	1
A014	Report of any investigation on contract employee.	Chapter 4 Section A Page C-21	Immediately	1
A015	Certification that each contract employee has been issued approved uniforms and equipment.	Chapter 2 Section J Page C-18	Prior to EOD	1

**F-6 MONETARY ADJUSTMENTS FOR INADEQUATE PERFORMANCE**

Contractor's failure to adequately perform the monthly service shall constitute a contractual deficiency and may result in a monetary deduction. Monetary deductions are in accordance with the Performance Requirements Summary. The Government will notify the Contractor in writing before the Government adjusts the contractor's monthly invoice. The Government will identify the nature, place, and time when the deficiency was discovered. The Contractor shall not construe reduction in payment as waiver of the Contractor's obligations for future performance. Deduction will be made for each post or employee, as appropriate, that is found to be deficient. More than one deduction will not be made for the same incident.

**F-7 Report Cards on Contractor Performance**

Contractor performance information is relevant for award of future Government contracts. Performance information includes such things as a Contractor's ability to conform to contract requirements and specifications, adherence to contract schedules, commitment to customer satisfaction.

For active contracts valued in excess of \$1 Million, Federal agencies are required to evaluate Contractor performance (issue report cards). The Government completes and forwards report cards to the Contractor for review within 30 calendar days after the end of the contract year. The Contractor has 30 days to make comments, rebut the statements, or add information that will be made part of the official record. Report cards will be available to contracting personnel of other Federal agencies to make responsibility determinations on future contract actions.

**END OF SECTION F**

**SECTION G.**  
**CONTRACT ADMINISTRATION DATA**

**SECTION G - CONTRACT ADMINISTRATION DATA****G-1 CONTRACT ADMINISTRATION****1. Contracting Officer (CO):**

Lewis B. Allen, Contracting Officer  
Immigration and Naturalization Service  
Administrative Center, ACLCAP  
P.O. Box 30080 – Room 5020  
Laguna Niquel, CA 92607-0080  
E-mail: [REDACTED]@usdoj.gov  
Telephone: (949) [REDACTED]

**2. Administrative Contracting Officer (ACO):**

Linda Holder, Contract Specialist  
Immigration and Naturalization Service  
Administrative Center, ACLCAP  
P.O. Box 30080 – Room 5020  
Laguna Niquel, CA 92607-0080  
E-mail: [REDACTED]@usdoj.gov  
Telephone: (949) [REDACTED]

Written communications shall make reference to the contract number and shall be mailed to the applicable address above. Instructions for hand-carried depository or next-day mail companies are found at L-13, page L-7.

**G-2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- A. The Contracting Officer's Technical Representatives (COTRS) below are designated to coordinate the technical aspects of this contract and inspect items/services furnished hereunder; however, they shall not be authorized to change any terms and conditions of the resultant contract, including price.
- B. The COTR is authorized to certify (but not to reject or deny) invoices for payment in accordance with Item G-3. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.

**JAR 2852.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JAN 1985)**

- (a) A. Neil Clark, Officer in Charge, El Centro Service Processing Center, 1115 N. Imperial Avenue, El Centro, CA 92245-1739 (760)-353-2170 x 102 is hereby designated to act as Contracting Officer's Technical Representative (COTR). Manuel P. De Leon, Chief Detention Enforcement Officer is designated as alternate COTR.
- (b) The COTR is responsible for: receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the Contractor which clarifies the contract effort, filling in details or otherwise serves to accomplish the contractual Performance Work Statement; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment prior to forwarding the original invoice to the payment office and a conformed copy to the Contracting Officer.
- (c) The COTR does not have the authority to alter the Contractors' obligations under the contract, direct changes that fall within the purview of the General Provisions clause entitled "Changes;" and/or modify any of the expressed terms, conditions, specification, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Performance Work Statement, the Contracting Officer shall issue such changes in writing with a signature.

**G-3 SUBMISSION OF VOUCHERS OR INVOICES FOR PAYMENT OF COSTS**

The original invoices shall be numbered and dated and submitted to the COTR for certification and the COTR will forward them to the Dallas Finance Center (DFC) for payment. All invoices/vouchers and supporting statements/certificates shall show the correct contract number, task order number, obligation number and shall be submitted by the Contractor to the following:

**Original Invoice**

U.S. Department of Justice  
Immigration and Naturalization Service  
Attn: A. Neil Clark, COTR  
1115 N. Imperial Avenue  
El Centro, CA 92243-1739  
PH: 760 [REDACTED]

**Duplicate Invoice (Please mark as "Duplicate")**

Contract Administrator

**END OF SECTION G**

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**



## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H-1 CONTRACT TYPE**

This is a firm-fixed price requirements contract.

### **H-2 EMPLOYMENT OF UNAUTHORIZED ALIENS**

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

### **H-3 MODIFICATION AUTHORITY**

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

### **H-4 INCORPORATION OF SECTION K BY REFERENCE**

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

### **H-5 PRICING OF MODIFICATIONS**

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

### **H-6 ORDERING ACTIVITY**

Supplies or services to be furnished under this contract shall be ordered by issuance of task orders issued by the Contracting Officer, U.S. Immigration and Naturalization Service, Administrative Center, Laguna Niguel, P.O. Box 30080, Laguna Niguel, CA 92607-0080.

## **H-7 INDEMNIFICATION**

### **A. Responsibility for Government Property**

1. The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.
2. If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, any Government-owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at his own expense, all property lost or damaged.

### **B. Hold Harmless and Indemnification Agreement**

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

### **C. Government's Right of Recovery**

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

#### **D. Government Liability**

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other Federal statutory authority.

#### **H-8 INSURANCE**

Insurance's: Policies shall contain an endorsement to the effect that cancellation or other material change adversely affecting the interests of the Government shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer. Prior to performance of any services under this contract, the Contractor is required to provide the Contracting Officer with certificates evidencing required coverage described herein.

The Contractor shall carry and maintain adequate insurance during the entire period of performance under this contract as follows:

1. **Workers' Compensation and Employee's Liability Insurance:** Contractors are required to comply with applicable Federal and State Workers' Compensation and Occupational Disease statutes. If Occupational Diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 per occurrence shall be required, except in states with exclusive or monopolistic funds that do not permit Workers' Compensation be written by private carriers.
2. **General Liability Insurance:** Contractor's are required to have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

#### **H-9 PERMITS AND LICENSES**

In performance of work under this contract, the Contractor shall be responsible for obtaining all necessary permits and licenses, and for complying with all applicable Federal, State, and Municipal laws. The Contractor is to be licensed in the State of contract performance, if such licensing is required by the State.

## H-10 SECURITY REQUIREMENTS

### A. Suitability Requirements

In accordance with (Executive Order 10450, DOJ Order 2610.2) each Contractor employee shall be subject to a Suitability Check completed by the Office of Personnel Management for security purposes before they are eligible to work under this contract. This shall also include all officers of the firm who visit the work sites. Employees on whom Suitability Checks have not been completed may not be permitted to work. When rehired, former employees may also have their suitability again ascertained. It is the option of INS to repeat Suitability Check on any contract employee should the need be indicated. The Suitability Check shall consist of limited personal background inquiries pertaining to verification of names, physical description, marital status, present and former residences, education received, employment history, arrest records if any, memberships in social organizations, identification of relatives, personal references, fingerprint classifications, and other information related to the preceding areas for each employee. In addition to the Suitability Checks, employees shall be subject to police record checks to be made at the time of employment. Except as prohibited by law all results shall be transmitted to the Contracting Officer's Technical Representative (COTR) immediately. Suitability forms will be supplied by the COTR to the Contractor and will be completed by each contract employee. The following forms, after being completed, shall be furnished to the COTR no less than 60 days before the starting date of the Contract or, for replacement employees, before entering on duty.

1. Statement of Personal History. SF-85P, "Questionnaire for Public Trust Positions" (original only)
2. SF-85P-S, "Supplemental Questionnaire for Selected Positions." (original only)  
Note: This form is used for Custody Officers only.
3. Form FD-258, "Fingerprint Card" (two charts).
4. Foreign National Relatives Form for Associate Statement (original only).
5. DOJ-555 "Disclosure and Authorization Pertaining to Consumer Reporting Act"
6. G-736 "Pre-employment Suitability Check" (2 years employment verification)

**The Contractor is responsible for the completeness and accuracy of all information provided by applicants to meet suitability requirements. The contractor (using Form G-736) shall provide documentation that previous**

**employers of all new contract employees have been interviewed to ascertain the following information:**

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

The contractor shall conduct and provide the results of the pre-screening employment activity.

Necessary forms shall be provided by the Government upon completion of successful negotiation at the time of award of the contract. Only complete security packages shall be accepted by INS contract security. Specific instructions on submission of packages shall be provided upon award of the contract.

For those employees cleared through this process while employed by one contractor, who is subsequently replaced by another contractor, the new contractor is not required to submit another set of forms unless specifically requested to do so by the COTR. The contractor is required to submit the names and social security numbers of transferring employees to the INS Office of Security to authorize transfer. Be advised updated checks will be required if there is a break in service of more than 30 days.

The INS shall have and exercise full and complete control over granting, denying, withholding or terminating employment suitability clearances for employees who for any reason may visit the worksite during the period of the contract and for all employees who have access to the detention facility in performance of the contract work. The INS may as it deems appropriate, authorize and grant temporary access to employees of the contractor who for any reason may visit the worksite during the period of this contract work. The granting of a favorable entry on duty (EOD) decision to commence work shall not be considered as assurance that a full employment suitability authorization shall follow as a result thereof, and the granting of either a favorable EOD decision or full employment suitability clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such access by INS, any time during the term of the contract. No employee of the contractor shall be allowed access to the facility without a favorable EOD decision by the INS Contract Security Office.

All employees (to include temporary part-time, replacement employees) under this contract shall have a position sensitivity designation analysis performed by INS. If an applicant/employee position requires that he/she shall have direct

contact with detainees without an escort, the position sensitivity designation shall be at Level 6 High Risk. Positions that have no direct contact with detainees shall be designated at the Level 1 Low Risk designation. The results of the position sensitivity designation shall identify the appropriate type of background investigation to be conducted. Level 6 High Risk position designations shall require a Limited Background Investigation (LBI) and Level 1 Low Risk shall require a National Agency Check and Inquiries Investigation (NACI). All background investigations shall be processed through the INS Contract Security Office. All initial prospective contractor applicants/employees shall submit the following completed forms to the INS contract Security Office via the COTR no less than 60 days before start date of contract. Any new additional employees; whether a replacement, an addition, a subcontractor employees, vendor, or volunteer, must submit the completed form 60 days prior to entry on duty.

The Contractor shall appoint the Project Manager to act as the Contractor Security Officer. This individual shall interface with the Contracting Officer through the COTR on all security matters, to include physical, personnel, and protection of all information and data accessed by the contractor.

INS reserves the right and prerogative to require the contractor to remove any contract employee from the INS contract who may be an offender, or whose personal habits, criminal history or inclinations are in conflict with DOJ Standards of Ethical Conduct, 5 CFR 2635 and 5 CFR 3801, or who otherwise may be a security risk. The contractor shall notify the COTR of all employee resignations, terminations, or transfers immediately.

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

The COTR and the Security Office shall have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements of this contract. The Contractor shall be informed in writing by the CO of the proper action to be taken in order to effect compliance with such requirements.

The Contractor shall agree that each employee working on this contract shall have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omission of his own employees.

INS shall consider only U.S. Citizens, Naturalized Citizens, and Lawful Permanent Residents for employment on this contract.

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

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

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

The Contractor (Forms to be supplied by INS) shall provide Pre-Employment Checks (Form G-736) for all supervisors for the last 2 years from block 11 of the SF85P. The Contractor will first make contact via telephone for each individual being vouchered. The Contractor shall include all information on the form and shall sign the form with the date and time, and the statement "Taken Telephonically by \_\_\_\_\_". The duty title of that individual shall be included with his/her name and be signed at the bottom of block 14 on Form G-736. If contact cannot be made via the telephone, the Form G-736 may be mailed with a return envelope and a request that the person being queried contact the Contractor by telephone to expedite completion of the form by telephone, if possible.

When all forms have been submitted to the COTR (SF-85P, SF-85P-s, FD-258, DOJ 555, and the Foreign National Relative Form), the entire package shall be submitted to the INS Personnel Suitability Office for review. Upon receiving completed packages on prospective applicants, credit checks will be initiated on each. If both the credit and fingerprint checks are clear, Personnel Suitability will notify the COTR that the person is eligible to enter on duty and forward the security clearance package to the Office of Personnel Management (OPM) for investigation. The granting of a clearance to any such employee, however, shall not be considered an assurance that full clearance will follow. The granting of a full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by INS, at any time during the term of the contract. The Contractor shall provide to the COTR, prior to beginning performance, an initial list of all principals, staff members and employees having access to INS work areas. The Contractor shall provide the following information to the COTR by the 10<sup>th</sup> day of each month:

- a. A current list of all principals, staff members, and employees having access to any facility covered under the contract.

- b. A list showing the names of all new applicants being considered for employment.
- c. A list of employees who terminated during the preceding month.

Each list shall identify the personnel by last name, first name, middle initial, social security number, date starting work and duties performed during employment.

The Government reserves the right and prerogative to require the Contractor to terminate the services and/or restrict access to the facility of any Contractor employee who is engaged in criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct, or other conduct prejudicial to the Government. (5 CFR 735.203), or who may otherwise be a security risk. The Contractor is specifically prohibited from hiring active duty military personnel and civilians employed by the Government to perform work under this contract.

"DOJ regulations at 8 C.F.R. part 274a, places the burden on employers to collect I-9 forms. The regulation state, in pertinent part, that: ...In the case of an independent contractor or contract labor or services, the term employer shall mean the independent contractor and not the person or entity using the contract labor."

#### **B. Disqualifying Information based on Suitability Check**

If the Contracting Officer or his designee receives disqualifying information on a Contractor employee as a result of a Suitability Check, he shall direct that the Contractor not allow employee to perform any work under the terms of the contract. The Contractor must comply with all such directions. When any employee is removed from duty under these circumstances, the Contractor shall revoke his identification credentials as necessary and properly complete any required dispositions. Contractor employees may be disqualified for duty if any of the following are developed as facts pursuant to a Suitability Check:

1. Conviction of a felony, a crime of violence, or a serious misdemeanor within the last five (5) years.
2. Possessing a record of arrests for continuing offenses.
3. Falsification of information entered on suitability forms.
4. Non-payment of Court ordered Payments (child support, liens, etc) or excessive delinquent debt as determined by credit check.
5. 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.
6. 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.



7. Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.

#### **H – 11 Language Requirements**

The contractor is responsible for ensuring that at least 15% of their employees on each shift can effectively communicate in the predominant non-English language of detainees, which is Spanish at the El Centro Service Processing Center. INS detainees will not be used as interpreters except in an emergency.

**END OF SECTION H**

**SECTION I**  
**CONTRACT CLAUSES**

**SECTION I - CONTRACT CLAUSES****I-1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

(End of Clause)

**I-2 52.202-1 DEFINITIONS (OCT 1995)****I-3 52.203-3 GRATUITIES (APR 1984)****I-4 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)****I-5 52.203-6 RESTRICTIONS ON SUBCONTRACT SALES TO THE GOVERNMENT (JUL 1995)****I-6 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)****I-7 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)****I-8 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)****I-9 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)****I-10 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of INS Headquarters Procurement Policy Office and shall not be binding until so approved.

**I-11 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)****I-12 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)****I-13 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUNE 1999)**

**I-14 52.215-8 ORDER OF PRECEDENCE-UNIFORM CONTRACT  
FORMAT (OCT 1997)**

**I-15 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR  
INFORMATION OTHER THAN COST OR PRICING  
DATA--MODIFICATIONS. (OCT 1997) ALTERNATE IV (OCT.  
1997)**

- (a) Submission of Cost or Pricing data is not required.
- (b) Provided information described below.

Detained cost breakdown of direct wages, fringes, and other associated costs proposed for both regular contract employees and supervisory contract employee's line-item rate proposed. This information may be requested to determine fair and reasonableness of rate adjustments allowable under the Service Contract Act/Collective Bargaining Agreement if option periods are exercised.

**(End of Clause)**

**I-16 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 throughout the life of the contract from the Notice to Proceed date to include options listed in the Schedule B, if exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**(End of Clause)**

**I-17 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 two (2) guards per day, 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 in excess of the base quantities, listed in Schedule B, by more than fifteen (15) percent.
- (2) Any order or a combination of orders in excess of fifteen (15) percent over the schedule amounts.
- (3) A series of orders from the same ordering office within one (1) week that together call for quantities exceeding the limitations in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [2] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**(End of Clause)**

**I-18 52.216-21 REQUIREMENTS. (OCT 1995) ALTERNATE I (APR 1984)**

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

**(End of Clause)**

**I-19 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)**

**I-20 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within the time frame specified in the Schedule; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (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.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

**(End of Clause)**

**I-21 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)**

**I-22 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)**

**I-23 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 1999)**

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of 10% to the price of all offers, except (I) Offers from small disadvantaged business concerns that have not waived the adjustment: (ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation ((FAR))) (iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with the a foreign government;...

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment. \_\_\_\_\_ Offeror elects to waive the adjustment.

**I-24 52.222-3 CONVICT LABOR (AUG 1996)**

**I-25 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

**I-26 52.222-26 EQUAL OPPORTUNITY (FEB 1999)**

**I-27 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)**

**I-28 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**

**I-29 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)**

- I-42 52.229-5 TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)**
- I-43 52.232-1 PAYMENTS (APR 1984)**
- I-44 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)**
- I-45 52.232-11 EXTRAS (APR 1984)**
- I-46 52.232-17 INTEREST (JUN 1996)**
- I-47 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**
- I-48 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)**
- I-49 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)**
- I-50 52.232-25 PROMPT PAYMENT (JUN 1997)**
- I-51 52.232-34 PAYMENT BY ELECTRONIC TRANSFER-OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)**

(b) The Contractor shall provide this information directly to the office designated in this contract to receive that information by no later than fifteen (15) days prior to submission of the first request for payment.

- I-52 52.233-1 DISPUTES (DEC 1998)**
- I-53 52.233-3 PROTEST AFTER AWARD (AUG 1996)**
- I-54 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)**
- I-55 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**
- I-56 52.242-13 BANKRUPTCY (JUL 1995)**
- I-57 52.243-1 CHANGES - FIXED-PRICE -- (AUG 1987), ALTERNATE I (APR 1984)**
- I-58 52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)**
- I-59 52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)**

**I-30 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED  
(MAY 1989)**

**I-31 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES  
(MAY 1989)**

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

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

<b>Employee Class:</b>	<b>Monetary Wage</b>	<b>Fringe Benefits:</b>
Detention officer GS 5133 6/2	\$15.14	\$5.68
Supervisory Detention Officer GS 5133 6/3	\$15.57	\$5.84

**I-32 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE  
CONTRACT ACT-- PRICE ADJUSTMENT (MULTIPLE  
YEAR AND OPTION CONTRACTS) (MAY 1989)**

**I-33 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW  
INFORMATION (APR 1998)**

**I-34 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)**

**I-35 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)**

**I-36 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  
(JUL 2000)**

**I-37 52.225-16 SANCTIONED EUROPEAN UNION COUNTY SERVICES (FEB  
2000)**

**I-38 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)**

**I-39 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND  
COPYRIGHT INFRINGEMENT (AUG 1996)**

**1-40 52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN  
1997)**

**I-41 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)**



- I-60 52.248-1 **VALUE ENGINEERING (FEB 2000)**
- I-61 52.249-2 **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)**
- I-62 52.249-8 **DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)**
- I-63 52.253-1 **COMPUTER GENERATED FORMED (JAN 1991)**
- I-64 JAR 2852.223-70 **UNSAFE CONDITIONS DUE TO THE PRESENCE OF HAZARDOUS MATERIAL (JUNE 1996)**

- (a) "Unsafe condition" as used in this clause means the actual or potential exposure of Contractor or Government employees to a hazardous material as defined in Federal Standard No. 313, and any revisions thereto during the term of this contract, or any other material or working condition designated by the Contracting Officer's Technical Representative (COTR) as potentially hazardous and requiring safety controls.
- (b) The Occupational Safety and Health Administration (OSHA) is responsible for issuing and administering regulations that require Contractor to appraise its employees of all hazards to which they may be exposed in the course of their employment; proper conditions and precautions for safe use and exposure; and related symptoms and emergency treatment in the event of exposure.
- (c) Prior to commencement of work, Contractor are required to inspect for and report to the contracting officer or designee the presence of, or suspected presence of, any unsafe condition including asbestos or other hazardous materials or working conditions in areas in which they will be working.
- (d) If during the performance of the work under this contract, the Contractor or any of its employees, or subcontractor employees, discovers the existence of an unsafe condition, the Contractor shall immediately notify the contracting officer, or designee, (with written notice provided not later than three (3) working days thereafter) of the existence of an unsafe condition. Such notice shall include the Contractor's recommendations for the protection and the safety of Government, Contractor and subcontractor personnel and property that may be exposed to the unsafe condition.
- (e) When the Government receives notice of an unsafe condition from the Contractor, the parties will agree on a course of action to mitigate the effects of that condition and, if necessary, the contract will be amended. Failure to agree on a course of action will constitute a dispute under the Disputes clause of this contract.

- (f) Notice contained in this clause shall relieve the Contractor or subcontractors from complying with applicable Federal, State, and Local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with hazardous material including but not limited to the use, disturbance, or disposal of such material.

**(End of Clause)**

**END OF SECTION I**

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

**SECTION J - LIST OF ATTACHMENTS**

- J-1 Attachment No. 1 – Postpositions Man-Hour Chart, 1 page.
- J-2 Attachment No. 2 - Department of Labor Wage Determination No. 94-0446, Revision No: 07, dated 05/24/00, 1 page.
- J-3 Attachment No. 3 - Agreement between International Union, United Plant Guard Workers of America (UPGWA) and its local #165 and United International Investigative Services 2/03/1999 – 02/28/2004, 27 pages and Memorandum of Agreement between Security, Police, and Fire Professionals of America (SPFPA), Local 165, and United International Investigative Services, dated 11/2/2000, 4 pages.
- J-4 Attachment No. 4 – Performance Requirements Summary, 3 pages.
- J-5 Attachment No. 5 - Customer Complaint Form, 1 page.
- J-6 Attachment No. 6 – Entrance on Duty Dates as of 12/29/00, 3 pages.
- J-7 Attachment No. 7 - Federal Financial EDI Payment Enrollment Form, 2 pages.
- J-8 Attachment No. 8 – Report of Medical Examination, SF-88, 2 pages.
- J-9 Attachment No. 9 -Standards for Adult Local Detention Facilities, Third Edition, American Correctional Association (ACA), 142 Pages.

**END OF SECTION J**

ATTACHMENT NO. 1

POSTPOSITIONS MAN-HOUR CHART

(1 PAGE)

POSTPOSITIONS MAN-HOUR CHART - EL CENTRO					
	SECURITY OFFICER (S) POST/ POSITION	SHIFTS	DAYS PER WEEK	MAN HOURS PER WEEK	MAN HOURS PER YEAR
1	Project Manager*				
2	Supervisory Custody Officer				
3	CCTV				
4	CCTV				
5	CCTV				
6	Gate 4				
7	Zone 1/Gate 1				
8	"A" Barracks North				
9	"A" Barracks South				
10	"A" Barracks Rover				
11	"B" Barracks East				
12	"B" Barracks West				
13	"B" Barracks Rover				
14	"K" Barracks				
15	"L" Barracks				
16	"K" & "L" Barracks Rover				
17	"M" Barracks				
18	"N" Barracks				
19	"M" & "N" Barracks Rover				
20	Medical Security				
21	Medical Security Escort				
22	Medical Security Ward				
23	Platform(Camp)				
24	Rover/Relief/Patrol/PAT				
25	Library				
26	Library				
27	Kitchen/ Patrol				
28	Kitchen/ Patrol				
29	Segregation Desk Officer				
30	Segregation				
31	Main Entrance				
32	Main Entrance				
33	Camp Detail Officer				
34	Tower Security(Back)				
35	Recreation Security				
36	Recreation Security				
37	Recreation Security				
38	Rover (Undesignated)				
39	Rover (Undesignated)				
40	Rover (Undesignated)				
41	Rover (Undesignated)				
42	Rover (Undesignated)				
43	Rover (Undesignated)				
44	Laundry				
45	Laundry				
	<b>WEEKLY &amp; ANNUAL TOTALS</b>				
	* The Project Manager is not billable under contract line items. The Position is required and must be available; however, is considered part of overhead.				

**ATTACHMENT NO. 2**

**DEPARTMENT OF LABOR WAGE DETERMINATION NO. 94-0446  
REVISION NO.: 07, DATE 05/24/2000 1 PAGE**

**(1 PAGE)**

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

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



William W. Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 1994-0446  
Revision No.: 7  
Date of Last Revision: 05/24/2000

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State: California

Area: California County of Imperial

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Employed on U.S. Department of Justice contract for guard services.

Collective Bargaining Agreement between United International Investigation Services and International Union, United Plant Guard Workers of America Locals No. 165 effective February 3, 1999 through February 28, 2004.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).



**ATTACHMENT NO. 3**

**MEMORANDUM OF AGREEMENT BETWEEN SECURITY, POLICE, AND FIRE  
PROFESSIONALS OF AMERICA (SPFPA), LOCAL #165, AND UNITED  
INTERNATIONAL INVESTIGATIVE SERVICES, DATE 11/2/2000 (4 PAGES)**

**AND**

**AGREEMENT BETWEEN INTERNATIONAL UNION, UNITED PLANT GUARD  
WORKERS OR AMERICA (UPGWA) AND ITS LOCAL #165 AND UNITED  
INTERNATIONAL INVESTIGATVE SERVICES 2/03/1999 -2/28/2004, (27 PAGES)**

**Memorandum**  
**Of**  
**Agreement**  
**Between**  
**Security, Police, and Fire Professionals of America**  
**(SPFPA)**  
**Local #165**  
**And**  
**United International Investigative Services**  
**Dated: November 2, 2000**

### Memorandum of Agreement

It is understood and agreed between United International Investigative Services, herein known as the "Company", and the Security, Police, and Fire Professionals of America (SPFFA) and its Local #165, herein known as the "Union". The following additional provisions/changes will become a part of the current Collective Bargaining Agreement dated November 19, 1999, with the same force and effect as though they were in the main body of the current agreement.

Listed below are the provisions/changes effective December 24, 2000.

1. Article #4. Classifications:

- a. Full Time Employees are those employees who work forty (40) hours per week.
- b. Part Time Employees are those employees who work less than forty (40) hours per week.
- c. Benefits are based on 2,080.0 hours of work in a calendar year, all benefits paid would be calculated by the number of hours worked in the year by 2,080.0 hours.

2. Appendix "A":

2. Listed below are the Wages and Benefits effective December 24, 2000, for the employees at the El Centro INS Detention Center, El Centro, California. Local #165:

1. Wages:

- (a) Detention Officer: \$18.09 per hour
- (b) Supervisor: \$19.68 per hour

2. Shift Differential.

- (a) Swing Shift: 4% of Base Wage per hour
- (b) Grave Shift: 6% of Base Wage per hour

**Memorandum of Agreement  
(continued)**

**3. Uniform Allowance:**

(a) Uniform Allowance is \$0.42 per each regular hour worked. It is agreed by the Employer and the Union that each employee is responsible to utilize the Uniform Maintenance Allowance for laundering/dry cleaning and maintaining in good repair (up to replacement), all uniforms and equipment issued by the company. Any liability for failing to do so rest solely with the employee.

**4. Pension:**

(a) Pension is \$1.22 for each regular hour worked. Pension allowance will not be paid on any other benefits.

**5. Health & Welfare Allowance:**

(a) Health & Welfare Allowance is \$1.96 for each Regular hour worked. Health & Welfare will not be paid on any other benefits. Furthermore, effective December 24, 2000 the co-pay will be the responsibility of the employee.

(b) Effective February 1, 2001, the company will forward the H&W funds for the members of the Unit to the Union for the application of the Union's Health Plan.


Dec-19-00 12:42

IN WITNESS WHEREOF, the duly chosen representatives of the parties herein affirm that they have the authority to enter into this Memorandum of Agreement on behalf of themselves and their principals and hereto affix their hand and seal:

Executed This 15 Dec of 2000.

United International Investigative Services

Security, Police, and Fire Professionals of America

  
William J. Guldice, CEO/President

  
Terry J. Fowler

Witness:

For the Union:

For the Company:

Name: [Signature]  
DATE: 12/15/00

Name: Terry Fowler  
DATE: 12-19-00

**AGREEMENT**

**between**

**International Union, United Plant Guard Workers Of  
America  
(UPGWA)**

**and it's Local #165 UPGWA**

**and**

**United International Investigative Services, Inc.**

**February 3, 1999**

**through**

**February 28, 2004**

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**This Agreement entered into this 3th day of February, 1999, by and between United International Investigative Services (herein the "Company") and the INTERNATIONAL UNION, UNITED PLANT GUARD WORKERS OF AMERICA (UPGWA) and its LOCAL UNION NO. 165 (herein the "Union") as follows:**

**ARTICLE #1**  
**BARGAINING UNIT**

This Agreement is entered into by United International Investigative Services.(after referred to as the Company) and the International Union, United Plant Guard Workers of America (UPGWA), and Local 165 UPGWA (hereinafter referred to as the Union). The Company does recognize the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.

The unit is defined as all full-time and part-time Detention Officers and Dispatchers, employed by the Company at the ElCentro, California INS Detention Centers, excluding all other employees including, office clerical employees, professional employees and supervisors as defined in the National Labor Relations Act.

This agreement shall be binding upon both parties, their successors and assigns. In the event of a sale or transfer of the business of the employer, or any part thereof, the purchaser or transferee shall be bound by this agreement.

**ARTICLE #2**  
**BARGAINING OBLIGATIONS**

- A. **Obligation to Bargain.** 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 all proper subjects of collective bargaining; that all such subjects were discussed and negotiated upon; and that the Agreements contained herein were arrived at after the free exercise of such rights and opportunities.
- B. **Separability.** In the event that a provision of this Agreement is held to be unlawful by a court of final jurisdiction or is rendered unlawful by a state or federal statute, all other provisions of this Agreement shall remain in full force and effect. In the event a provision of this Agreement becomes unlawful by such judicial or legislative action, the parties shall meet for the limited purpose of negotiating a substitute for said affected clause.

**ARTICLE #3**  
**MANAGEMENT'S RETAINED RIGHTS**

**Section 1**

Management of the business and direction of the security force are exclusively the right of management.

These rights include the right to:

- A. Hire;
- B. Assign work;
- C. Promote, demote;
- D. Discharge, discipline, or suspend for just cause;
- E. Require employees to observe reasonable Employer rules and regulations, determine when overtime shall be worked.
- F. Determine the qualifications of an employee to perform work.

**Section 2**

Any of the rights, power or authority the Employer had prior to the signing of this Agreement are retained by the Employer except those specifically abridged or modified by this Agreement and any supplemental Agreements that may hereafter be made. The Employer's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

**ARTICLE #4**  
**CLASSIFICATIONS**

- A. Full-time employees are those employees who regularly work thirty two (32) hours or more a week.
- B. Part-time employees are those employees who regularly work less than thirty two (32) hours a week.
- C. Employees covered by this Agreement shall not be required to deliver office supplies, furniture, equipment, or distribution that not pertain to normal assigned duties.

- D. Employees covered by this Agreement shall not be required to perform janitorial services other than picking up after themselves.
- E. Promotions in the bargaining unit shall be made on the basis of seniority, provided the employee is capable of performing the work and has demonstrated the ability to so perform.

**ARTICLE #5**  
**SAVINGS CLAUSE**

Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

**ARTICLE #6**  
**EQUAL OPPORTUNITY (NON-**  
**DISCRIMINATION)**

In connection with the performance of work under this Agreement, the Company and the Union agree not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, and selection for training.

The parties agree to comply with all applicable Federal and State laws and Executive Orders pertaining to non-discrimination and equal opportunity in employment. The Company and the Union agree to post in conspicuous places, available for employees and applicants for employment, notices provided by the appropriate contractual/regulatory agencies setting forth the provisions of the equal opportunity requirements.

The provisions of this article will not operate to invalidate any other term or condition of this Agreement.

The Company and Union agree not to discriminate against an employee because of employee's exercise of the rights guaranteed in Section 7 of the National Labor Relations Act, as amended. The use of the masculine pronoun herein is understood to refer to and include both masculine and feminine gender.

**ARTICLE #7**  
**TRIAL PERIOD-NOTIFICATION**

- A. Each newly hired employee shall be considered a probationary employee of the Company or predecessor company during their first ninety (90) days of employment, to be engaged for a trial period, during which they may be discharged without regard to cause and without recourse to the grievance procedures of this Agreement. After the probationary period; the new employee shall be considered a regular employee and shall accrue seniority from the first day of work.
  
- B. The Employer shall notify the Union on request of all new employees hired and of all employees terminated, setting forth their address and job classification and department.

**ARTICLE #8**  
**SENIORITY**

- 1. Seniority for all purposes shall mean the total length of time the employee has been employed by the Company and predecessor companies, by evidence of receiving payment of wages at the Employers INS center's and any other additions or deletions made by mutual agreement of both parties.
  
- 2. Part-time employees will have seniority only among other part-time employees. Any part-time employee who becomes full-time employee will be placed on the seniority list for full-time employees in accordance with the date they became a full-time if they have completed the equivalent of the ninety (90) day probationary period.
  
- 3. Full-time employees, after completing the probationary period, who are thereafter placed on part-time work with the Company, will retain their full-time seniority; however, they shall not

accumulate additional full-time seniority while working as part-time employees. If they later return to full-time employment, they will return to a position on the seniority list to which their full-time seniority does entitle them.

4. In event of a lay-off or recall from lay-off seniority shall control, provided the senior employee is capable of performing the available work. The employee with the least seniority shall be laid off first and recall will be in the inverse of lay-off. It is understood that probationary employees will be laid off before employees with seniority.
5. It is the responsibility of the laid off employee to keep the Company advised by certified mail of any changes in their mailing address. The employee shall reply to the Company their intent to return to work within seventy-two (72) hours after receipt of certified notice from the Company of recall. The employee will then have a maximum of five (5) calendar days to report for duty.
6. An employee who is unable to report to work because of a non-occupational injury or illness shall retain their seniority for one (1) year, except that they shall be subject to lay-off according to their seniority. Employees who are unable to report to work because of an occupational injury or illness shall retain their seniority during the term of their disability, except they shall be subject to lay-off according to their seniority.
7. An employee's seniority shall be terminated upon the occurrence of any of the following events:
  - a. Employee is discharged for just cause;
  - b. Employee voluntarily quits;
  - c. Employee has failed to express his or her intent to return to work, and/or does not return to work in accordance with the requirements in this article;
  - d. Employee fails to report to work for two (2) consecutive scheduled days without notifying the Company, except in case of circumstances beyond his or her control;
  - e. An employee transfers out of the bargaining unit, except as provided in this article.
8. An employee who accepts a permanent management position with the Company shall retain the seniority the employee had at the date of the promotion to management, but shall not accumulate additional seniority while in that capacity. If the employee returns to the bargaining unit, the employee will return to a position on the seniority list to which their seniority entitles them.
9. The Company shall prepare an up-to-date seniority list, which shall be posted on the furnished

bulletin boards, and the Company shall furnish to the Union a duplicate copy of such seniority list, advising monthly of any additions or deletions thereto.

10. It is understood senior employees shall have preference of assignments to shifts and days off. When the Company does determine that an opening exists, the Company will fill the opening in the following manner:

- a. Post a notice of the opening to all full-time and part-time employees in the same classification; giving those employees seven (7) calendar days to request being awarded the opening in writing, and awarding the opening to the senior full-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time employee requested the position, it will be given to the senior part-time employee who requested the opening in writing within the seven (7) calendar days. If no full-time or part-time employee requests being awarded the opening in writing within seven (7) calendar days, the Company may then fill the opening as follows:
- b. Post a notice of the opening to all full-time and part-time members of the bargaining unit currently working in a different classification, but meeting all qualifications for the classification in which the opening exists, giving those employees seven (7) calendar days to request being awarded the opening in writing, and awarding the opening to the senior full-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time employee requested the opening within seven (7) calendar days; the Company will then award the opening to the senior part-time employee that requested the opening in writing within the seven (7) calendar days. If no full-time or part-time member of the bargaining unit requests the opening in writing within seven (7) calendar days of the notification of the opening, the Company may then fill the opening as follows;
- c. Fill the opening from outside the bargaining unit.

**ARTICLE #9**  
**DISCHARGES**

- A. The Employer shall have the right to discharge, discipline or suspend an employee for just cause.

- B. Any employee not granted a security clearance that is required by the controlling governmental agency shall be discharged without recourse to grievance or arbitration procedures.

**ARTICLE #10**  
**GRIEVANCE AND ARBITRATION**  
**PROCEDURE**

- A. **Definition.** A grievance shall be defined as any dispute concerning the application or interpretation of this Agreement, or any dispute concerning wages, hours, or working conditions of employees covered by this Agreement. However, only grievances concerning the interpretation or application of specific provisions of this Agreement shall be subject to arbitration hereunder.
- B. **Informal Procedure.** The parties shall attempt to resolve all disputes arising in connection with this Agreement on an informal basis. If the parties are unable to resolve such dispute in the manner provided in this paragraph B, the party making the claim shall, within the applicable time limit set out below, serve a written grievance on the other party. When the company request a meeting with Union committee men during working hours the committee men will not be docked for time lost in attending such meeting. However, pay for such meeting shall not extend to hours in excess of eight (8) in one day and no overtime shall be paid.
- C. **Suspension, Layoff and Discharges**  
**Step 1**
1. Suspension or discharge shall be for just cause only. Any grievance relating to the suspension, layoff or discharge of an employee whose job classification is covered by this Agreement must be served in writing on the Contract Manager within ten (10) working days of the date upon which the suspension, layoff or discharge was effective, or the grievance shall be null and void.
  2. The Contract Manager and a representative of the Union shall meet within seven (7) working days of the service of said grievance for the purpose of discussing and, if possible, settling said grievance. The Employer shall give to the Union its answer to the grievance and its reasons therefor within three (3) working days of the conclusion of such meeting. If the



and the Union.

7. Time limits set forth herein may be extended only by mutual agreement of the Union and Company.

**ARTICLE #11**  
**DISCIPLINARY ACTION**

- A. Disciplinary action will normally consist of a verbal warning, a written warning and suspension or termination. The Employer may skip one or more of these steps, depending on the severity of actions causing the disciplinary action.
- B. Any time an employee is to be interviewed and disciplinary action may be taken, they shall have a Union representative present. Both the employee and Union representative are entitled to know what the meeting is about and are entitled to consult prior to the interview.

**ARTICLE #12**  
**OVERTIME**

- A. Overtime pay is calculated at one and one-half (1 and 1/2) times the employee's regular rate for all hours worked over forty (40) hours in one (1) workweek, and two (2) times the employee's regular rate for all hours over twelve (12) hours in on (1) workday. Hours paid for that are not worked, e.g., holidays, sick days, and vacations, do not count as hours worked for overtime purposes.
- B. The parties have agreed to place the overtime procedure as a addendum to this agreement.

**ARTICLE #13**  
**WAGES**

- A. All employees shall receive not less than the minimum wage rate as set forth in the scheduled job titles and wage rates as reflected in Appendix "A" attached hereto and made a part hereof.

B. In the event employees report to work for their shift without having been notified not to report, and work is not available, the employee shall be paid four (4) hours reporting pay at their regular rate of pay, including all benefits and allowances. Acts of God and failure of equipment beyond the Contractor's control shall nullify the Contractor's requirement to pay such reporting time pay.

**ARTICLE #14**  
**LEAVES OF ABSENCE**

- A. A leave of absence may be granted in the Employer's sole discretion for personal reasons for a period not to exceed thirty (30) days upon written application. Leaves of absence shall not be granted for employees to work elsewhere, with the exception of paragraph E.
- B. An employee, upon presentation of a certificate from a doctor, may be granted a medical leave of absence not to exceed 12 weeks, except in case of an industrial accident wherein the employee shall be granted a leave of absence, if needed. A doctor's certificate may be required stating the employee is physically able to perform the available work before the employee will be allowed to return to work.
- C. All requests and approvals for leave of absence must be in writing.
- D. Leaves of absence for the performance of duty with the U.S. Armed Forces or with a component thereof shall be granted in accordance with applicable law. An employee must furnish the Employer with a copy of his or her orders within five (5) days of receipt of such orders.
- E. An employee who becomes a duly elected or appointed Union official shall be granted a leave of absence for the duration required to preform the duties of the position which he or she was elected or appointed.
- F. All leave of absence under this article are without pay, benefits or allowances.

**ARTICLE #15**  
**BULLETIN BOARD**

- A. The Employer shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of noncontroversial notices, such as:
1. Notices of Union recreational and social affairs;
  2. Notices of Union elections;
  3. Notices of Union appointments and results of Union elections;
  4. Notices of Union meetings;
  5. Union updates of negotiations.
- B. There shall be no other distribution, by employees or the Union, of notices, pamphlets, advertising or political matters.

The Employer has no say as to the use of the bulletin board, It is solely up to the INS.

**ARTICLE #16**  
**BEREAVEMENT LEAVE**

- A. Funeral Leave. If necessary for an employee to lose time from work because of death in the immediate family, the employee shall be entitled to five (5) days paid leave of absence at his or her straight-time rate of pay, including all benefits and allowances. If a death in the immediate family occurs among a member of the immediate family who resided out-of-state, the employee shall be entitled to seven (7) days paid leave of absence at the employee's straight-time rate of pay, including all benefits and allowances.
- B. Immediate Family. This is defined to mean an employee's father, mother, spouse, sister, brother, children (including legally adopted children and/or step-children), father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren.
- C. The Employer may require proof of the death for which an employee requests a paid leave.

**ARTICLE #17**  
**TEMPORARY ASSIGNMENTS**

The Employer may temporarily assign an employee from a lower to a higher classification of work during any shift. The employee will receive the rate of pay for the higher classification for all time

spent in the higher classification. An employee assigned to work in a lower classification will not have his rate reduced.

**ARTICLE #18**  
**HOLIDAYS**

A. Effective December 24, 1999 All full-time employees will receive eight (8) hours pay at their normal hourly rate, for the following twelve (12) holidays:

New Years Day	Thanksgiving Day
Martin Luther King Jr.	Christmas Day
Washington's Birthday	Veterans Day
Memorial Day	Columbus Day
Labor Day	Birthday
Independence Day	Good Friday

B. The twelve (12) holidays shall be paid for regardless of the day of the week on which they fall.

C. The employee who is requested and agrees to work on any of the above named holidays but fails to report to work for such holiday shall not receive holiday pay, and shall be subject to discipline. Employees must work the scheduled day before and the scheduled day after to receive holiday pay.

D. Employees who work on any of the above listed holidays shall be paid time and One half (1 ½) in addition to holiday pay.

**ARTICLE #19**  
**VACATIONS**

A. Effective December 24, 1999 Full-time employees covered by this Agreement who have continuously been employed within the bargaining unit for a period of one (1) or more years shall receive two (2) weeks paid vacation based on eighty (80) hours at their regular rates of pay to include health and welfare.

- B. Full-time employees covered by this Agreement who have been continuously employed for a period of five (5) or more years shall receive three (3) weeks paid vacation based on one hundred and twenty (120) straight-time hours at their normal rates of pay to include health and welfare.
- C. Full-time employees covered by this Agreement who have been continuously employed for a period of ten (10) or more years shall receive four (4) weeks paid vacation based on one hundred and sixty (160) hours at their regular rates of pay to include health and welfare.
- D. Full-time employees covered by this Agreement who have been continuously employed for a period of fifteen (15) or more years shall receive five (5) weeks paid vacation based on two hundred (200) hours at their regular rates of pay to include health and welfare.
- D. Part-time employees are eligible for vacation benefits on a pro-rata bases, based on 2080 hours. For example, part-time employees who has been continuously employed for one (1) year and who regularly worked thirty two (32) hours per week would be eligible to receive one (1) week paid pro-rata vacation based on their regular average of hours worked to include health and welfare.
- E. Consistent with Employer approval, efficiency, and economy of operations, employees with two (2) or more weeks vacation may take their vacation in segments of less than one (1) week each.
- F. Should a holiday occur during an employee's vacation, the employee shall receive one (1) additional day's vacation with pay, or pay in lieu thereof, at the option of the employee.
- G. Vacations, insofar as reasonably possible, shall be granted at the times most desired by the employee, after the employee's anniversary day; but, the assignment exclusively reserved for the Employer, in order to ensure the orderly operation of the customer's facilities.

**ARTICLE #20**

**SICK/ PERSONAL LEAVE BENEFITS**

- A. Effective December 24, 1999 Regular employees with one (1) year of continuous service shall

be eligible for paid sick leave benefits of nine (9) days for each twelve (12) months of continuous service, accrued on a pro-rata basis for each full month worked, subject to the following conditions.

- B. Sick leave will be payable for full days of absence due to illness commencing on the first (1st) consecutive 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. Any amount received by the employee from State Disability Insurance or workers' compensation will be subtracted from the sick leave.
- C. Proof of disability or sickness may be required by the Employer after three (3) consecutive days of absence.
- D. Sick / personal leave shall not accrue from year to year. Employees may use accrued leave as personal days as long as a seven (7) day notice is given to the contract manager. All unused accrued leave will not be cashed out at the end of each year.

**ARTICLE #21**  
**JURY SERVICE**

Full-time employees on the payroll with one (1) or more years of continuous service will be reimbursed up to five (5) days in any calendar year for any loss of income during their otherwise regularly scheduled workweek for time spent on jury service.

Said reimbursement shall be offset by any jury fees received by the employee. Employees must inform their supervisor immediately upon receiving a notice to report for jury service. The Employer reserves the right to request an exemption when the Employer determines that the employee's absence would create a hardship.

**ARTICLE #22**  
**STEWARDS**

The Employer agree to recognize one (1) steward for each shift, duly appointed by the Union. Stewards shall not allow their activities as stewards to interfere with the performance of their assigned duties. A steward must obtain permission from his or her immediate supervisor before leaving the work station to conduct Union business. Stewards shall be compensated by the Employer for time spent investigating or conferring with respect to an individual grievance which arises during the steward's regular working time.

A steward who leaves his or her work station to conduct any other Union business after obtaining such permission shall clock out at the time that he or she leaves the work station and shall clock in at the time that he or she returns to the work station after completing such Union business. Stewards shall not be compensated by the Employer for such time spent on Union business. The Union shall give the Employer not less than forty-eight (48) hours prior notice before appointing or removing a steward.

**ARTICLE #23**  
**PHYSICAL EXAMINATIONS**

The Employer may require, as a condition of initial and continued employment, that applicants and employees submit to physical examinations to determine fitness for duty. Such examinations may include laboratory tests to detect the presence of alcohol or illicit drugs. Such laboratory tests may be administered before the commencement of work, after layoffs or leaves of absence in excess of thirty (30) calendar days, after on-the-job accidents, and upon reasonable suspicion of drug or alcohol use or impairment. The Employer may also require employees to undergo such laboratory tests on an annual basis. When required, such annual examinations will be given within fifteen (15) days of an employee's anniversary date. The Employer shall bear the cost of any such physical examinations.

**ARTICLE #24**  
**UNION SECURITY AND MEMBERSHIP**

Any employee who is not a member of the Union at the time this agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30) day following the

effective date of this Agreement or within ten (10) days following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union or in the alternative pay an amount sufficient to reimburse the Union for all chargeable expenses as permitted by law, whenever employed under, and for the duration of this agreement.

The Company will deduct from wages of any employee covered by this Agreement said employee's dues and initiation fees as a member of the Union upon receiving the employee's individual written authorization for the Company to make such deductions signed by the employee. Authorization forms are to be provided by the Union. The Company will pay to the proper officers of the Union the wages withheld for such dues and initiation fees. The remittances shall be accompanied by a list showing individual names, social security numbers, dates hired, and amounts deducted. The total remittances are to be made not later than the last pay period of the month the dues was deducted. The Union shall advise the Company of the amount of initiation fees and dues to be deducted. Payment for membership dues shall not be required as a condition of employment during leaves of absence without pay in excess of thirty (30) days. The Company will notify the Union of newly hired employees covered by the Agreement, including the name, social security number, address, job classification and hire date of such employee on a monthly basis.

The Union agrees to indemnify and save the Company harm-less against any claim, suits, judgements or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this article.

## **ARTICLE #25**

### **STRIKES AND LOCKOUTS**

- A. **No Strike-No Lockout Provision.** It is the intention of the parties to adjust any and all claims, disputes, or grievances arising hereunder by resort to the procedures provided in this Agreement, and it is therefore agreed that during the life of this Agreement there shall be no cessation of work, whether by strike, walkout, lockout, sickout or other interference with or curtailment of production of any kind, including sympathy strikes.
  
- B. **Strike Lines.** During the life of this Agreement, a refusal by an employee or employees to cross a strike line at the employee's regular place of employment, established by the Union or established by any other labor organization or established by any group, shall constitute a violation of Section A of this agreement.



The Union agrees as part of the consideration of this Agreement that it will, within twelve (12) hours, take steps to end any work stoppages, strikes, intentional slowdowns, or suspension of work, and shall notify its' members by telephone, newspaper and Employer and Union bulletin boards of such violation of this Agreement and shall instruct its membership to return to work immediately.

The Union agrees that it will not assist employees participating in such work stoppage, strikes, intentional slowdowns, or suspension of work against whatever disciplinary action the Employer may take and that such disciplinary action shall not be subject to the regular Grievance Procedure or to this Agreement

**ARTICLE #26**  
**HEALTH AND WELFARE**

- A. To be eligible for Health and Welfare the employee must be a regular full-time employee and work a minimum of thirty two (32) hours per week. Employees on probationary period for the first ninety (90) days of their employment or employees who work less than the required thirty two (32) hours would not be eligible to receive the benefit of the Health and Welfare.
- B. The employer shall provide a full Health Insurance Plan with **NO DEDUCTIBLE OR CO-PAYMENT** for each full-time regular employee and their legal dependents at no additional cost.
- C. The employer shall provide a standard Dental Plan to all regular full-time employees and their legal dependents at no additional cost.
- D. All employees and their legal dependents will receive full Hospitalization, after ninety (90) days of employment, providing the employee is full-time and works more than thirty two (32) hours on a regular basis.
- E. All employees who take Family Leave would be required to make monthly payments to continue their Medical, Dental and Vision coverage after a 30 period has pasted and the employee has not returned to work.
- F. All employees who take Medical Leave will be covered up to 12 weeks and would not be

required to make monthly payments to continue their Medical, Dental coverage until the twelve weeks has past and the employee has not returned to work.

- G. Any successor or company on a renewal of the INS contracts shall maintain the above listed coverages listed above with out any per-existing conditions.

**ARTICLE #27**  
**RE-NEGOTIATION**

- A. It is mutually agreed upon that three (3) months prior to the fourth and fifth annual anniversary of this contract, wages and benefits will be re-negotiated.

**ARTICLE #28**  
**SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon both parties, and their successors and assigns in the event of a new contractor. In the event of a sale or transfer of the business the transferee shall be bound by this Agreement.

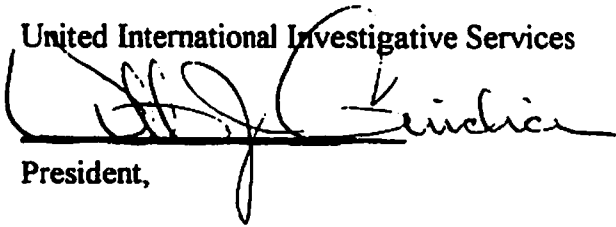
**ARTICLE #29**  
**TERMS OF AGREEMENT**

**THIS AGREEMENT** shall remain in full force and effect from December 24, 1999 through December 24, 2002, subject to the following, and shall continue from year to year thereafter, unless either party desires to change, modify, or terminate this Agreement by mailing written notice of its intent to terminate this Agreement at least ninety (90) days prior to December 24, 2002.

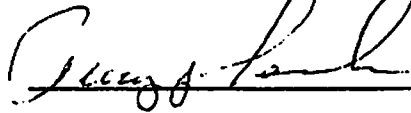
**IN WITNESS WHEREOF**, the duly chosen representatives of the parties herein affirm that they have the authority to enter into this Agreement on behalf of themselves and their principles and hereto affix their hand and seal.

Executed this 19 Nov 99.


United International Investigative Services

  
\_\_\_\_\_  
President,

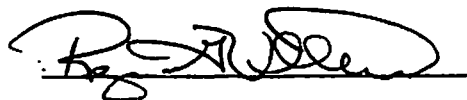
International Union, United Plant  
Guard Workers of America


  
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Local No. 165, United Plant Guard  
Workers of America

  
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Local No. 165, United Plant Guard  
Workers of America

  
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APPENDIX A

1. Listed below are the Wages and Benefit effective December 24, 1999, the employees at the ElCentro, CA. INS Services, Local 165.

**A. WAGES:**

<b>Detention Officer</b>	<b>1999</b>
	<b>\$17.07</b>
<b>Detention Supervisors</b>	<b>\$18.57</b>

The parties have agreed to a wage and benefit re-opener to be effective March 1, of each succeeding year of the contract.

**B. SHIFT DIFFERENTIAL:**

Swing Shift: 4% of base per hour.

Grave Shift: 6% of base per hour

1. Swing shift is from 1400 to 2200, any employee working these hours or any part thereof will receive shift differential.
2. Grave shift is from 2200 to 0600, any employee working these hours or any part thereof will receive shift differential.

**C. UNIFORM ALLOWANCE:** \$.42 per hour based on regular hours worked, not to exceed forty (40) hours per week.

The Employer will provide the initial issue of proper fitting uniforms and equipment, thereafter the employee will be responsible to replace worn and damaged uniforms with a vendor approved by the Employer. Upon termination the employee will be required to return all uniforms and equipment to the Employer (except personal equipment purchased by the employee). The Employer will continue to provide the employees the option of purchasing uniforms and equipment through payroll deduction.

**D. PENSION:** \$.1.15 per hour based on regular hours worked, not to exceed forty (40) hours per week for Pension Allowance.

**E. HEALTH AND WELFARE:** \$2.96 for each regular worked.

- (a) Health and Welfare claims will be paid within 90 days of being properly submitted.
- (b) Employees will not receive payment in lieu of insurance benefits.
- (c) Employees requesting unpaid leave are not qualified to be covered under the insurance unless

the employee continues paying the Health and Welfare allowance. All premiums must be paid within thirty (30) calendar days of the unpaid Family leave or Qualifying Event, or coverage will terminate retroactively back to the last day the employee worked.

## ADDENDUM 1

### OVERTIME PROCEDURE

**A. Overtime Assignment:** Unit members of Local 165 will utilize the following overtime procedure.

(1). Bargaining Unit employees will be expected to work reasonable overtime assignments. A list of volunteers shall be compiled by seniority for each shift. When the senior volunteer works overtime his name will go to the bottom of the list.

(2). When a Bargaining Unit employee is next on the list, and cannot work because of personal reasons, he/she will be passed over and the next Bargaining Unit employee on the list will work overtime and the Bargaining Unit employee, who turned down the overtime for personal reasons will be next in turn for overtime.

(3). Mandatory overtime will be inverse to voluntary, in that the Bargaining Unit employee with the least seniority will be required to meet the overtime requirement. This includes involuntary call-in which results in overtime.

**B. Employees shall be permitted to make trades of work days with other employees, provided each employee is qualified to perform the duties, and provided that the trades will not cause the Company to be required to pay overtime or other compensation greater than what it would be required to pay if the trade was not made. All trades will be approved in advance by the Contract Manager (Site Captain).**

(Note: The federal law states that any employee who works over 40 hours in any given work week shall receive overtime, therefore the trade must take place in the same work week for pay).

(1) The site Captain and no other supervisor can approve the trade. If the Site Captain is on vacation or away for reasons other than his regular days off, the acting supervisor must have the trade approved by the Site Captain or Contract Manager or his assistant or the trade will not take place.

(2) It is agreed that Bargaining Unit Employees will not be given time off in order to offset the payment of overtime.

**C. Should the parties mutually agree to modify the above overtime procedure, either party must give thirty (30) days notice to the other party.**

**ATTACHMENT NO. 4**  
**PERFORMANCE REQUIREMENTS SUMMARY**  
**(3 PAGES)**

SECTION J - ATTACHMENT 4						
PERFORMANCE REQUIREMENTS SUMMARY						
<b>F= FREQUENCY:</b>						
AR = As Required						
<b>MM=MONITORING METHOD:</b>						
CC=Customer Complaint						
<b>NOD =Number of Discrepancies</b>						
The Numerator describes the number of allowable discrepancies ( no deductions)						
The Denominator describes the number of discrepancies when deductions will be taken						
Example:0/1 means that there are no (0) allowable discrepancies and deductions will be begin with the first (1) discrepancy. 1/2 means the contractor is allowed 1 discrepancy per month without a deduction and 2 means a deduction will be taken when 2 or more discrepancies per month occur.						
<b>RP/D = Responsible Party/ Deduction</b>						
PMMHR = Project Manager Man Hour Rate						
SCOMHR = Supervisory Custody Officer Man Hour Rate						
COMHR = Custody Officer Man Hour Rate						
SDEO =INS Supervisory Detention Enforcement Officer Hourly Wage X 1.5 (time & half) for hours position not covered by Contractor Personnel (*\$15.57 per hour x 1.5(time & half)=\$23.36 per hour O.T.+ *\$5.84 per hr. Fringe Benefits = \$29.20 per hour ) * Increased each option year						
DEO =INS Detention Enforcement Officer Hourly Wage X 1.5 (time & half) for hours position not covered by Contractor Personnel.(*\$15.14 per hour x 1.5(time & half)=\$22.71 per hour O.T. + *\$5.68 per hour Fringe Benefits = *\$ 28.39 per hour)* Increased each option year						
<b>PWSR=Performance Work Statement Reference</b>						
Section A: General Information		F	MM	NOD	RP/D	PWSR
A-1	Is the INS operations manual available to the staff ?	AR	CC	1/2	PMMHR ( 1 HOUR)	Chapter 1, Section D
A-2	Are post orders available at each post?	AR	CC	0/1	PMMHR ( 1 HOUR)	Chapter 6, Section J
A-3	Are copies of appropriate permits/business licenses available for inspection ?	AR	CC	1/2	PMMHR ( 1 HOUR)	Chapter 2, Section K
A-4	Are EEO, OSHA, SCA posters and INS "Drug Free Workplace" poster, provided by INS, posted in the Contractor Admin. Area?	AR	CC	1/2	PMMHR ( 1 HOUR)	Chapter 10, Section B
A-5	Is the Project Manager participating in meetings as required?	AR	CC	0/1	PMMHR ( 1 HOUR)	Chapter 1, Section H



	Section B: Facility Security and Control	F	MM	NOD	RP/D	PWSR
B-1	Is a security inspection conducted daily and logged in the log book?	AR	CC	0/1	COMHR( 1 HOUR)	Chapter 6, Section F
B-2	Are all posts properly covered?	AR	CC	0/1	SDEO	Chapter 6, Section J
B-3	Does the logbook reflect accurate entries?	AR	CC	1/2	COMHR( 1 HOUR)	Chapter 6, Section D
B-4	Has the shift roster been provided to the COTR daily upon completion of the third shift?	AR	CC	1/2	PMMHR ( 1 HOUR)	Chapter 3 Section A
B-5	At a minimum, are all formal counts conducted and documented, twice daily, as directed in the INS Operations Manual and post orders?	AR	CC	0/1	COMHR( 1 HOUR)	Chapter 6, Section E
B-6	Are the INS procedures followed when the count does not clear?	AR	CC	0/1	PMMHR ( 1 HOUR)	Chapter 6, Section E
B-7	Are all contraband searches conducted and documented in log book at least twice per month?	AR	CC	1/2	COMHR( 1 HOUR)	Chapter 6, Section G
B-8	When the contraband is discovered, is it documented in the log book and report forwarded to the COTR within 24 hours of discovery?	AR	CC	1/2	COMHR( 1 HOUR)	Chapter 6, Section G
B-9	Is the facility fully staffed as required regardless of detainee population?	AR	CC	0/1	SDEO	Chapter 3, Section A
B-10	Is 24 hour supervision of all detainees provided?	AR	CC	0/1	SCOMHR (1 HOUR)	Chapter 6, Section C
B-11	Are use of force reports completed and forwarded timely to the Supervisory Custody Officer before the end of each shift?	AR	CC	1/2	SCOMHR(1 HOUR)	Chapter 6, Section L
B-12	Is the COTR or INS Supervisor notified immediately of all escapes or attempted escapes?	AR	CC	0/1	SCOMHR (1 HOUR)	Chapter 6, Section P
B-13	Were there any escapes or attempted escapes?	AR	CC	0/1	\$1,500.00	Chapter 6, Section P
B-14	Did the Contractor provide the COTR with a written report prior to the end of the shift?	AR	CC	0/2	SCOMHR (1 HOUR)	Chapter 6, Section P
B-15	Are incident reports submitted in accordance with policy?	AR	CC	0/1	SCOMHR (1 HOUR)	Chapter 6 Section A
	<b>Section C: Personnel</b>					
C-1	Have employees met refresher training requirements?	AR	CC	0/1	DEO	Chapter 5, Section A-1 + C
C-2	Is the COTR notified promptly of any personnel changes?	AR	CC	1/2	PMMHR ( 1 HOUR)	Chapter 2, Section D
C-3	Are proficiency tests and results provided to the COTR prior to the employee start date?	AR	CC	1/2	PMMHR ( 1 HOUR)	Chapter 5, Section D
C-4	Is refresher training provided on annual basis as required?	AR	CC	1/2	PMMHR ( 1 HOUR)	Chapter 5, Section A-1
C-5	Are employees not working more than 12 consecutive hours?	AR	CC	1/2	PMMHR ( 1 HOUR)	Chapter 2, Section F
C-6	Are all officers on duty in authorized uniform and have employee credentials ?	AR	CC	0/1	DEO	Chapter 2, Section J
C-7	Are reports provided to COTR within 24 hours of any job related injury?	AR	CC	1/2	SCOMHR (1 HOUR)	Chapter 9, Section C
	<b>Section D: Security and Control</b>					
D-1	Are all problems discovered during daily facility inspections clearly identified and documented in the INS Logbooks and on "Work Request Forms"?	AR	CC	1/2	COMHR( 1 HOUR)	Chapter 6, Section F
	<b>Section E: Health Safety and Emergency Standards</b>					
E-1	Are Contractor employees knowledgeable of their responsibilities in the event of an emergency?	AR	CC	1/2	PMMHR ( 1 HOUR)	Chapter 9, Section A-G
E-2	Are flammable, toxic and caustic materials stored and inventoried properly?	AR	CC	0/1	PMMHR ( 1 HOUR)	Chapter 6, Section I
E-3	Are the emergency plans/procedures easily accessible at all posts?	AR	CC	1/2	SCOMHR (1 HOUR)	Chapter 9, Section A
E-4	Is the documentation of fired drills being conducted?	AR	CC	1/2	SCOMHR (1 HOUR)	Chapter 6, Section D
	<b>Section F: Sanitation and Hygiene Living Conditions</b>					
F-1	Are all floor, hallways, and exits clear of barriers, impediments and hazardous substances?	AR	CC	1/2	COMHR( 1 HOUR)	Chapter 6, Section F

	<b>Section G: Detainee Rights, Rules Discipline</b>	<b>F</b>	<b>MM</b>	<b>NOD</b>	<b>RP/D</b>	<b>PWSR</b>
<b>G-1</b>	Is the detainee work detail monitored ?	AR	CC	0/1	COMHR( 1 HOUR)	Chapter 8
<b>G-2</b>	Are all detainee searched when they are returned from work details?	AR	CC	0/1	COMHR( 1 HOUR)	Chapter 8
<b>G-3</b>	Are proper disciplinary procedures followed by all staff?	AR	CC	1/2	PMMHR ( 1 HOUR)	Chapter 6, Section L&M
<b>G-4</b>	Are INS Policy and Procedures followed for immediate need medical conditions?	AR	CC	0/1	COMHR( 1 HOUR)	Chapter 9, Section E

**ATTACHMENT NO. 5**  
**CUSTOMER COMPLAINT FORM**  
**(1 PAGE)**

**CUSTOMER COMPLAINT RECORD**

**DATE/TIME OF COMPLAINT**

**SOURCE OF COMPLAINT**

**LOCATION**

**COMPLAINANT NAME**

**PHONE NO.**

**NATURE OF COMPLAINT**

**CONTRACT REFERENCE**

**DATE/TIME CONTRACTOR INFORMED OF COMPLAINT**

**CONTRACTOR SIGNATURE**

**ACTION TAKEN BY CONTRACTOR**

**RECEIVED/VALIDATED BY:**

ATTACHMENT NO. 6  
ENTRANCE ON DUTY DATES AS OF 12/29/00  
(3 PAGES)

## El Centro

empid	sen_date
10018	30-Dec-96
10021	04-Sep-96
10022	25-Sep-96
10024	21-Feb-98
10033	21-Feb-98
10039	06-Sep-96
10061	03-Jul-99
10128	17-Jul-00
10129	17-Jul-00
10130	17-Jul-00
10131	17-Jul-00
10153	19-May-97
10154	21-Feb-98
10155	04-Sep-96
10158	23-Mar-97
10161	04-Sep-96
10247	27-Dec-99
10252	27-Dec-99
10255	27-Dec-99
10258	27-Dec-99
10303	01-Jul-92
10503	12-Jun-95
10599	06-Jun-96
10613	20-Oct-95
10686	15-Jun-95
10945	01-Dec-95
11160	25-Jul-91
11173	28-Jul-97
11174	04-Sep-96
11251	19-Oct-95
11253	20-Oct-97
11254	19-May-97
11257	23-Jan-95
11260	30-Dec-96
11262	23-Mar-97
11269	08-May-00
11270	08-May-00
11305	03-Jul-99
11316	21-Feb-98
11353	01-Dec-95
11372	08-May-00
11373	08-May-00
11374	08-May-00
11382	27-Apr-92
11389	04-Sep-96
11498	19-May-97
11499	28-Jul-97
11519	19-Oct-95
11557	07-Feb-99
11565	24-Sep-96

El Centro

11619	15-Jul-91
11649	06-Jun-96
11652	03-Jul-99
11693	13-Mar-00
11694	13-Mar-00
11695	13-Mar-00
11696	13-Mar-00
11697	13-Mar-00
11698	13-Mar-00
11699	13-Mar-00
11700	13-Mar-00
11701	13-Mar-00
11702	13-Mar-00
11706	27-Nov-00
11707	29-Nov-00
11708	29-Nov-00
11709	27-Nov-00
11710	29-Nov-00
11711	29-Nov-00
11712	29-Nov-00
11743	25-Sep-96
11816	10-Jan-95
11863	24-Feb-91
11899	24-Feb-91
12101	27-Sep-96
12102	23-Mar-97
12116	19-May-97
12165	20-Oct-97
12250	21-Mar-96
12261	19-Oct-95
12282	03-Jul-99
12293	19-Mar-96
12311	30-Mar-98
12315	20-Oct-97
12323	02-Jul-92
12331	30-Mar-98
12334	21-Feb-98
12336	19-Mar-96
12339	28-Jul-97
12399	06-Jun-96
12403	19-Oct-95
12460	19-Mar-96
12500	24-Feb-91
12712	20-Oct-97
12713	04-Sep-96
12717	25-Sep-96
12723	20-Oct-97
12751	30-Dec-96
12752	27-Sep-96
12768	19-May-97
12769	28-Feb-92

## El Centro

12789	24-Sep-96
12791	21-Jun-92
12792	20-Oct-95
12804	04-Sep-96
12805	28-Jul-97
12811	20-Oct-97
12813	20-Oct-97
12819	26-Sep-96
12829	30-Dec-96
12855	15-Jul-91
12860	03-Jul-99
12861	03-Jul-99
12937	23-Mar-97
12939	21-Feb-98
12947	24-Feb-91
12969	24-Feb-91
12972	21-Feb-98
12973	21-Feb-98
12978	21-Feb-98
12979	30-Mar-98
12989	19-May-97
13000	30-Mar-98
13033	03-Jul-99
13079	19-Dec-95
13133	20-Feb-96
13178	28-Jul-97
13179	20-Oct-97
13186	24-Sep-96
13187	28-Jul-97
13196	25-Sep-96
13346	03-Jul-99
13430	19-Dec-95
13565	28-Jan-95
13601	24-Sep-96
13602	19-May-97
13645	14-Jun-89
13646	24-Sep-96
13661	23-Mar-97
13781	23-Mar-97
13782	23-Dec-98
13784	26-Sep-96
13785	24-Sep-96
13791	24-Feb-91
13833	06-Jun-96
13834	20-Oct-95
13915	03-Jul-99



**ATTACHMENT NO. 7**

**FEDERAL FINANCIAL EDI PAYMENT ENROLLMENT FORM**

**(2 PAGES)**

**ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM**

Attachment 7

OMB No. 1510-0056  
Expiration Date 06/30/93

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Expre. Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

**PRIVACY ACT STATEMENT**

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

**AGENCY INFORMATION**

<b>FEDERAL PROGRAM AGENCY</b>		
DOJ, INS		
<b>AGENCY IDENTIFIER:</b>	<b>AGENCY LOCATION CODE (ALC):</b>	<b>ACH FORMAT:</b>
INS		<input checked="" type="checkbox"/> CCD+ <input type="checkbox"/> CTX <input type="checkbox"/> CTP
<b>ADDRESS:</b>		
POB 560947		
DALLAS, TX 75356-0947		
<b>CONTACT PERSON NAME:</b>		<b>TELEPHONE NUMBER</b>
TAMMY MILES		(214) [REDACTED] b6
<b>ADDITIONAL INFORMATION:</b>		

**PAYEE/COMPANY INFORMATION**

<b>NAME</b>	<b>SSN NO. OR TAXPAYER ID NO.</b>
<b>ADDRESS</b>	
<b>CONTACT PERSON NAME:</b>	
<b>TELEPHONE NUMBER:</b>	

**FINANCIAL INSTITUTION INFORMATION**

<b>NAME:</b>	
<b>ADDRESS:</b>	
<b>ACH COORDINATOR NAME:</b>	<b>TELEPHONE NUMBER:</b>
	( )
<b>NINE-DIGIT ROUTING TRANSIT NUMBER:</b>	
<b>DEPOSITOR ACCOUNT TITLE:</b>	
<b>DEPOSITOR ACCOUNT NUMBER:</b>	<b>LOCKBOX NUMBER:</b>
<b>TYPE OF ACCOUNT:</b>	
<input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	
<b>SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:</b> (Could be the same as ACH Coordinator)	<b>TELEPHONE NUMBER:</b>
	( )

### **Instructions for Completing SF 3881 Form**

1. **Agency Information Section** — Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. **Payee/Company Information Section** — Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. **Financial Institution Information Section** — Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

### **Burden Estimate Statement**

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

**ATTACHMENT NO. 8**

**REPORT OF MEDICAL EXAMINATION, SF-88**

**(2 PAGES)**

<b>MEDICAL RECORD</b>		<b>REPORT OF MEDICAL EXAMINATION</b>			DATE OF EXAM
1. LAST NAME—FIRST NAME—MIDDLE NAME		2. IDENTIFICATION NUMBER		3. GRADE AND COMPONENT OR POSITION	
4. HOME ADDRESS (Number, street or RFD, city or town, state and ZIP code)		5. EMERGENCY CONTACT (Name and address of contact)			
6. DATE OF BIRTH	7. AGE	8. SEX <input type="checkbox"/> FEMALE <input type="checkbox"/> MALE		9. RELATIONSHIP OF CONTACT	
10. PLACE OF BIRTH		11. RACE <input type="checkbox"/> WHITE <input type="checkbox"/> BLACK <input type="checkbox"/> AMERICAN INDIAN/ ALASKA NATIVE <input type="checkbox"/> HISPANIC WHITE <input type="checkbox"/> HISPANIC BLACK <input type="checkbox"/> ASIAN/PACIFIC ISLANDER			
12a. AGENCY		12b. ORGANIZATION UNIT		13. TOTAL YEARS GOVERNMENT SERVICE a. MILITARY    b. CIVILIAN	
14. NAME OF EXAMINING FACILITY OR EXAMINER, AND ADDRESS			15. RATING OR SPECIALTY OF EXAMINER		
			16. PURPOSE OF EXAMINATION		

**17. CLINICAL EVALUATION**

NOR MAL	(Check each item in appropriate column, enter "NE" if not evaluated.)	ABNOR MAL	NOR MAL	(Check each item in appropriate column, enter "NE" if not evaluated.)	ABNOR MAL
	A. HEAD, FACE, NECK AND SCALP			O. PROSTATE (Over 40 or clinically indicated)	
	B. EARS-GENERAL (INTERNAL CANALS) (Auditory acuity under items 39 and 40)			P. TESTICULAR	
	C. DRUMS (Perforation)			Q. ANUS AND RECTUM (Hemorrhoids, Fistulas) (Hemocult Results)	
	D. NOSE			R. ENDOCRINE SYSTEM	
	E. SINUSES			S. G-U SYSTEM	
	F. MOUTH AND THROAT			T. UPPER EXTREMITIES (Strength, range of motion)	
	G. EYES-GENERAL (Visual acuity and refraction under items 28, 29, and 36)			U. FEET	
	H. OPHTHALMOSCOPIC			V. LOWER EXTREMITIES (Except feet) (Strength, range of motion)	
	I. PUPILS (Equality and reaction)			W. SPINE, OTHER MUSCULOSKELETAL	
	J. OCULAR MOTILITY (Associated parallel movements nystagmus)			X. IDENTIFYING BODY MARKS, SCARS, TATTOOS	
	K. LUNGS AND CHEST			Y. SKIN, LYMPHATICS	
	L. HEART (Thrust, size, rhythm, sounds)			Z. NEUROLOGIC (Equilibrium tests under item 41)	
	M. VASCULAR SYSTEM (Varicosities, etc.)			AA. PSYCHIATRIC (Specify any personality deviation)	
	N. ABDOMEN AND VISCERA (Include hernia)			BB. BREASTS	
				CC. PELVIC (Females only)	

NOTES: (Describe every abnormality in detail. Enter pertinent item number before each comment. Continue in item 42 and use additional sheets if necessary)

<p><b>18. DENTAL</b> (Place appropriate symbols, shown in examples, above or below number of upper and lower teeth.)</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td style="text-align: center;">3</td> <td style="text-align: center;">Restorable</td> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td style="text-align: center;">3</td> <td style="text-align: center;">Non-restorable</td> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td style="text-align: center;">3</td> <td style="text-align: center;">Missing</td> <td style="text-align: center;">X</td> <td style="text-align: center;">X</td> <td style="text-align: center;">X</td> <td style="text-align: center;">Replaced</td> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td style="text-align: center;">3</td> <td style="text-align: center;">Fixed</td> </tr> <tr> <td style="text-align: center;">32</td> <td style="text-align: center;">31</td> <td style="text-align: center;">30</td> <td style="text-align: center;">Teeth</td> <td style="text-align: center;">32</td> <td style="text-align: center;">31</td> <td style="text-align: center;">30</td> <td style="text-align: center;">tooth</td> <td style="text-align: center;">32</td> <td style="text-align: center;">31</td> <td style="text-align: center;">30</td> <td style="text-align: center;">X</td> <td style="text-align: center;">Teeth</td> <td style="text-align: center;">X</td> <td style="text-align: center;">X</td> <td style="text-align: center;">X</td> <td style="text-align: center;">by</td> <td style="text-align: center;">32</td> <td style="text-align: center;">31</td> <td style="text-align: center;">30</td> <td style="text-align: center;">Partial</td> </tr> <tr> <td style="text-align: center;">0</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: center;">X</td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: center;">Dentures</td> <td style="text-align: center;">32</td> <td style="text-align: center;">31</td> <td style="text-align: center;">30</td> <td style="text-align: center;">Dentures</td> </tr> </table> <p>R I G H T</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">1</td><td style="text-align: center;">2</td><td style="text-align: center;">3</td><td style="text-align: center;">4</td><td style="text-align: center;">5</td><td style="text-align: center;">6</td><td style="text-align: center;">7</td><td style="text-align: center;">8</td><td style="text-align: center;">9</td><td style="text-align: center;">10</td><td style="text-align: center;">11</td><td style="text-align: center;">12</td><td style="text-align: center;">13</td><td style="text-align: center;">14</td><td style="text-align: center;">15</td><td style="text-align: center;">16</td><td style="text-align: center;">L</td> </tr> <tr> <td style="text-align: center;">32</td><td style="text-align: center;">31</td><td style="text-align: center;">30</td><td style="text-align: center;">29</td><td style="text-align: center;">28</td><td style="text-align: center;">27</td><td style="text-align: center;">26</td><td style="text-align: center;">25</td><td style="text-align: center;">24</td><td style="text-align: center;">23</td><td style="text-align: center;">22</td><td style="text-align: center;">21</td><td style="text-align: center;">20</td><td style="text-align: center;">19</td><td style="text-align: center;">18</td><td style="text-align: center;">17</td><td style="text-align: center;">F</td> </tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td style="text-align: center;">T</td> </tr> </table>	0	1	2	3	Restorable	1	2	3	Non-restorable	1	2	3	Missing	X	X	X	Replaced	1	2	3	Fixed	32	31	30	Teeth	32	31	30	tooth	32	31	30	X	Teeth	X	X	X	by	32	31	30	Partial	0											X					Dentures	32	31	30	Dentures	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	L	32	31	30	29	28	27	26	25	24	23	22	21	20	19	18	17	F																	T	<p>REMARKS AND ADDITIONAL DENTAL DEFECTS AND DISEASES</p>
0	1	2	3	Restorable	1	2	3	Non-restorable	1	2	3	Missing	X	X	X	Replaced	1	2	3	Fixed																																																																																															
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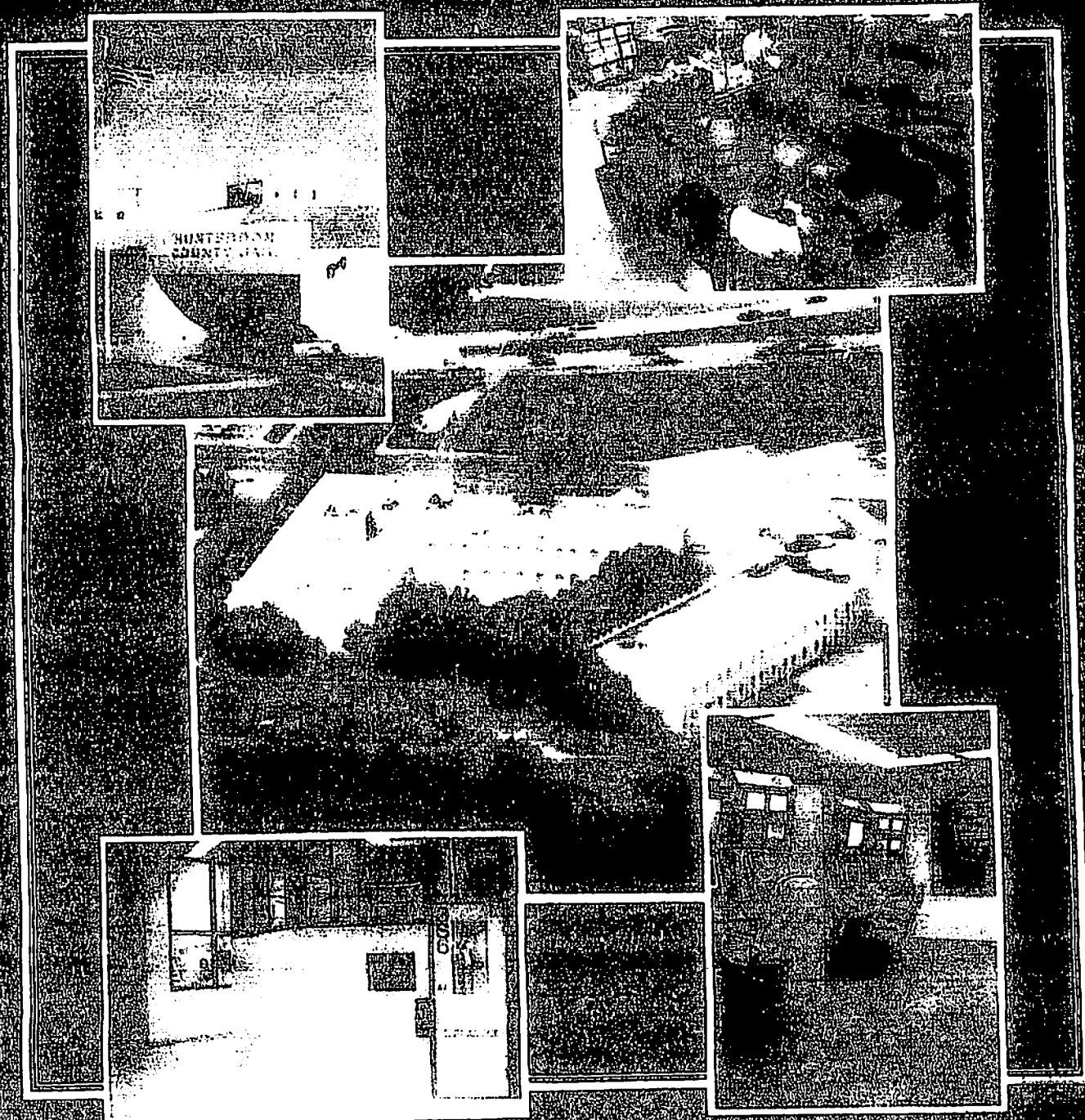
<b>19. TEST RESULTS</b> (Copies of results are preferred as attachments)			
A. URINALYSIS: (1) SPECIFIC GRAVITY		B. CHEST X-RAY OR PPD (Place, date, film number and result)	
(2) URINE ALBUMIN	(4) MICROSCOPIC		
(3) URINE SUGAR			
C. SYPHILIS SEROLOGY (Specify test used and results)	D. EKG	E. BLOOD TYPE AND RH FACTOR	F. OTHER TESTS

# Standards

For

# Adult Local Detention Facilities

3<sup>rd</sup> Edition



ACA



## **Standards Manuals Published by the American Correctional Association**

*Standards for the Administration of Correctional Agencies*  
*Standards for Adult Community Residential Services*  
*Standards for Adult Correctional Boot Camp Programs*  
*Standards for Adult Correctional Institutions*  
*Standards for Adult Local Detention Facilities*  
*Standards for Adult Parole Authorities*  
*Standards for Adult Probation and Parole Field Services*  
*Standards for Correctional Industries*  
*Standards for Correctional Training Academies*  
*Standards for Electronic Monitoring Programs*  
*Standards for Juvenile Community Residential Facilities*  
*Standards for Juvenile Correctional Boot Camp Programs*  
*Standards for Juvenile Day Treatment Programs*  
*Standards for Juvenile Detention Facilities*  
*Standards for Juvenile Probation and Aftercare Services*  
*Standards for Juvenile Training Schools*  
*Standards for Small Juvenile Detention Facilities*  
*Standards for Small Jail Facilities*  
*Certification Standards for Food Service Programs*  
*Certification Standards for Health Care Programs*  
*Foundation/Core Standards for Adult Community Residential Services*  
*Foundation/Core Standards for Adult Correctional Institutions*  
*Foundation/Core Standards for Adult Local Detention Facilities*

### **Accredited facilities on the cover:**

Top left, Hunterdon County Jail, Flemington, NJ  
Top right, Hennepin County Adult Corrections Facility, Plymouth, MN  
Bottom left, Fairfax County Adult Detention Center, Fairfax, VA  
Bottom right, Hillsborough County Jail-Central, Tampa, FL  
Center, Hillsborough County Jail-West, Tampa, FL

### **Information on accreditation may be obtained from:**

American Correctional Association  
Department of Standards and Accreditation  
4380 Forbes Blvd.  
Lanham, MD 20706-4322  
(301) 918-1835

### **American Correctional Association:**

James A. Gondles, Jr., Executive Director  
Robert Verdeyen, Director, Standards and Accreditation  
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# STANDARDS FOR ADULT LOCAL DETENTION FACILITIES

## Totals of Weights

<i>Category</i>	<i>Number</i>
Mandatory Standards	35
Nonmandatory Standards	386

## Summary of Mandatory Standards

3-ALDF-1D-18	Training and Staff Development
3-ALDF-1D-19	Training and Staff Development
3-ALDF-2A-02	Building and Safety Codes
3-ALDF-2G-05	Security
3-ALDF-3A-29	Security and Control
3-ALDF-3A-31	Security and Control
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## Foreword

This publication is the third edition manual of standards produced by the American Correctional Association for adult local detention facilities. The first Manual of Standards for Adult Detention Facilities, published in December 1977, has served as the foundation for accreditation activities involving a number of detention facilities throughout the nation.

That edition was followed by a second edition in 1981. This third manual reflects the Association's commitment to continually review and update standards to ensure that they reflect the current professional requirements in the field of corrections. Over 300 national and international leaders representing all facets of the correctional scene have contributed to and participated in the development and revision of these standards. These standards are frequently referred to by the executive, legislative, and judicial branches of local, state, and federal jurisdictions as the professional benchmark for judging the quality of a detention operation. The revision process is a function of the ACA Committee on Standards, conducted in cooperation with the Commission on Accreditation for Corrections, ACA affiliates, and law enforcement agencies.

### Special Needs of Local Detention Facilities

The need for a set of national standards detailing minimum operational practice has long been recognized by public officials responsible for the administration of local detention facilities. The detention function includes the custody and care of those persons accused but not convicted of a crime and of those sentenced as a disposition following conviction of criminal acts.

Local detention facilities are unique to corrections for a variety of reasons: (1) they are operated most often by local jurisdictions, not statewide agencies; (2) they are often operated by a law enforcement official, i.e., police chief or sheriff, rather than a correctional administrator; (3) their role as a secure facility for pretrial detainees is different from that of a long-term institution (intake and classification procedures require greater focus on security and the separation of various types of offenders); and (4) the programs and services of the local detention facility place greater emphasis on short-term detention and offender involvement with the community.

Detention facility programs must also respond to a variety of special needs of detainees and inmates. Local detention facilities house pretrial detainees, thereby holding individuals who are presumed innocent yet require maximum security prior to trial; witnesses; civil prisoners; and other types of detainees. This creates unique problems for detention facility personnel. For instance, detention facility operation requires the separate management of pretrial and unsentenced persons, work releasees, weekenders, trustees, and inmates with special problems (alcohol and drug abusers, the mentally disturbed, the physically handicapped), as well as women and juveniles if they are held in the same facility. Programs of pretrial diversion frequently offered in detention facilities also require special procedures and resources. Admission procedures in detention facilities must provide for greater contact with family, legal counsel, bonding persons, and others in the community.

In developing standards for detention facilities, the varied and complex roles of the facility and its staff had to be evaluated. It was also necessary to consider that detention facility populations are controlled more by statute and court practices than by the size of the jurisdiction that maintains the facility. Variations in law enforcement practices, availability of alternatives such as detoxification centers, release on recognizance programs, misdemeanor diversion and similar programs, and attitudes of the local citizens also affect jail admissions and the programs available in the community. With these concerns in mind, the standards have been developed and subsequently revised in this third edition.

The contents of this manual then, like those of its predecessors, emerge from a thoughtful process of debate and deliberation. The decisions reached continue to represent the best consensus of professionals in the field. Members of the Committee on Standards have made every effort to found their work on relevant court decisions and good correctional practice. It is hoped this effort will assist in informing the courts, as well as legislators

and governors, of the needs of corrections professionals who direct the increasingly complex administration of safe and humane institutions while also trying to provide meaningful services and programs for offenders.

### Categories

The wide variance of size and function of local detention facilities does require clarification for standards application.

Generally speaking, there are three major categories of jails. The first is the general purpose detention facility or jail. Usually a city or county facility that detains persons for more than 48 hours, it is used both as a detention center for persons facing criminal charges and as a correctional facility for persons convicted of misdemeanor and felony crimes. Although this varies by jurisdiction, such a facility may retain a convicted offender for up to one year, while providing comprehensive care and services for the entire inmate population. In some jurisdictions there are local branch facilities for offenders with long-term sentences and honor camps or farms for minimum security inmates. For purposes of standards and accreditation, these facilities are grouped into the category "Detention."

The second category is the holding or lockup facility where arrestees are usually detained up to 48 hours, excluding holidays and weekends. These temporary holding facilities frequently are located in city police stations and county sheriffs' departments. Concerned primarily with the reception and temporary detention of persons awaiting arraignment and disposition or transfer to other authorities, lockups and holding facilities are not expected to provide the range of services found in the general purpose jail. For purposes of standards and accreditation, these facilities are grouped in the category "Holding."

The third category of local detention facilities is one that contains a mixture of long-term, short-term, and holding units. This condition often exists because of state legislation that enables, or requires, local facilities to house inmates for up to six years. In these facilities, it is necessary to combine standards designed for long-term facilities (Adult Correctional Institutions) with the standards intended for local detention facilities. These "hybrid" standards are developed by the ACA staff in close coordination with the facility to be accredited.

### Acknowledgements

Special appreciation is extended to all of the members of the ACA Standards Committee and to other professional associations, including the National Sheriffs Association, American Jail Association, American Bar Association, American Medical Association, American Institute of Architects, and the National Association of Counties.

The ACA Standards and Accreditation staff were responsible for drafting, editing, and reviewing this edition to ensure that the manual is representative of the seven-year revision process.

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**STANDARDS  
FOR  
ADULT LOCAL DETENTION FACILITIES  
Third Edition**

**American Correctional Association  
In cooperation with the  
Commission on Accreditation for Corrections**

**March 1991**

agency to reaudit the appropriate standards. The Visiting Committee Report includes the written report from the supplemental audit.

The chairperson of the Visiting Committee prepares and submits a copy of the Visiting Committee Report to the ACA staff within ten days of the completion of the audit. ACA staff review the report for completeness, enter the data, and, within fifteen days of the audit's completion, submit it to the agency administrator and other members of the Visiting Committee for concurrence. On receipt of the Visiting Committee Report, the agency has fifteen days to submit to the ACA staff and all members of the Visiting Committee its written response to the report.

### **The Accreditation Hearing**

The CAC Board of Commissioners is solely responsible for rendering accreditation decisions and is divided into Accreditation Panels empowered to render such decisions. Panels meet separately or in conjunction with a full board meeting and are composed of three to five commissioners.

The agency is invited, at its own expense, to have representation at the accreditation hearing. Unless circumstances dictate otherwise, a member of the Visiting Committee is not present; however, an ACA staff member does participate. At the accreditation hearing, the agency representative provides information about the agency, speaks in support of its Appeals and/or Waiver requests, and addresses concerns the panel may have regarding the accreditation application.

After completing its review, an Accreditation Panel votes to award or deny accreditation or continue the agency in Candidate Status. If, in the opinion of the panel members, the circumstances merit such action, the panel may request full board consideration of an accreditation decision.

When an agency receives a three-year accreditation award, a certificate with the effective date of the award is presented to the agency representative. The Board of Commissioners may request additional tasks from the agency prior to granting an accreditation award, such as submission of acceptable Plans of Action or a monitoring visit. These requests are specific as to activities required and timeliness for their completion. The panel advises the agency representative of all changes at the time the accreditation decision is made.

The ACA and the CAC may deny accreditation for reasons of insufficient standards compliance, inadequate Plans of Action, or failure to meet other requirements as determined by the Board of Commissioners, including, but not limited to, the conditions of confinement in a given facility. It is the position of the ACA that it may stipulate additional requirements for accreditation if, in its opinion, conditions exist in the facility or program that adversely affect the life, health, or safety of the staff or offenders.

In not awarding accreditation, the CAC may extend an agency in Candidate Status for a specified period of time and for identified deficiencies if, in its judgement, the agency is actively pursuing compliance. Those agencies denied accreditation but not extended in Candidate Status may reapply for accreditation after 180 days. The agency receives written notification of all decisions relative to its accreditation following the accreditation hearing.

### **Accredited Status**

During the three-year accreditation period, the ACA requires that accredited agencies submit annual certification statements confirming continued standards compliance at levels necessary for accreditation. The report should be inclusive of the agency's progress on completing Plans of Action and other significant events that may affect the accreditation award. In addition, the ACA may require accredited agencies to submit written responses to public criticism, notoriety, or patterns of complaints about agency activity that suggest a failure to maintain standards compliance. The ACA, at its own expense and with advance notice, may conduct on-site monitoring visits to verify continued standards compliance or conditions of confinement.

### **Reconsideration Process**

The goal of the ACA's accreditation process is to ensure the equity, fairness, and reliability of its decisions, particularly those that constitute either denial or revocation of Accredited Status. Therefore, an agency may request reconsideration of any denial or revocation of accreditation. However, the reasonableness of the ACA's standards, criteria, and/or procedures for accreditation may not serve as the basis for reconsideration.

A reconsideration request is based on the grounds that the adverse decision is (1) arbitrary, capricious, or otherwise in substantial disregard of the criteria and/or procedures for accreditation as promulgated by the

## Standards Compliance Audit

The agency's request for an audit is made six to eight weeks in advance of the desired audit dates. The purpose of the audit is to have the Visiting Committee measure the agency's operation against the standards, based on the documentation provided by the agency.

A Visiting Committee completes the audit and prepares a Visiting Committee Report for submission to the CAC. The ACA designates a Visiting Committee Chairperson to organize and supervise the committee's activities.

Prior to arrival at the audit site, each member of the Visiting Committee reviews the agency's descriptive narrative and any additional information that the ACA may have provided, including pending litigation and court orders submitted by the agency and any inmate correspondence. The Visiting Committee Chairperson makes audit assignments to each consultant. For example, one consultant may audit the administrative, fiscal, and personnel standards, while another audits standards for physical plant, sanitation, and security.

On arrival, the Visiting Committee meets with the administrator, Accreditation Manager, and other appropriate staff to discuss the scope of the audit and the schedule of activities. This exchange of information provides for development of an audit schedule that ensures the least amount of disruption to routine agency operation.

The exact amount of time required to complete the audit depends on agency size, number of applicable standards, additional facilities to be audited, and the accessibility and organization of documentation. To expedite the audit, all documentation should be clearly referenced and located where the Visiting Committee is to work.

The Accreditation Manager's responsibilities include compiling and making accessible to all Visiting Committee members the standards compliance documentation and release-of-information forms for personnel and offender records. Also, staff should be notified beforehand to ensure their availability to discuss specific issues or conduct tours of the facility for the Visiting Committee.

During the audit, the members of the Visiting Committee tour the facility, review documentation prepared for each standard, and interview staff and offenders to make compliance decisions. The Visiting Committee reports its findings on the same Standards Compliance Checklist used by the agency in preparing its Self-evaluation Report. All members of the Visiting Committee review all mandatory standards, all areas of noncompliance and nonapplicability, and all requests for Waivers, with decisions made collectively. (Final decisions on Waivers can only be approved by the CAC at the time of the agency's accreditation hearing.)

Interviewing staff members and offenders is an integral part of the audit. In addition to speaking with those who request an interview with the team, the members of the Visiting Committee select other individuals to interview and issues to discuss. These are voluntary interviews that occur randomly throughout the audit. The confidentiality of those interviewed is ensured.

In addition to auditing standards documentation, consultants will evaluate the quality of life or conditions of confinement. An acceptable quality of life is necessary for an agency to be eligible for accreditation. Factors that the Visiting Committee consider include the adequacy and quality of programs, activities, and services available to inmates and their involvement in turn; occurrences of disturbances, serious incidents, assaults, or violence, including their frequency and methods of dealing with them to ensure staff and inmate safety; and overall physical conditions, including adequacy of living, support, and program space and institutional maintenance related to sanitation, health, and safety.

Prior to leaving the agency at the conclusion of the audit, the Visiting Committee again meets with the administrator, the Accreditation Manager, and any others selected by the administrator to discuss the results of the audit. During this Exit Interview, the Visiting Committee reports the standards compliance tally and all findings of noncompliance and nonapplicability as well as preliminary decisions on Waivers, stating the reasons for each decision.

At the close of the audit, if the Visiting Committee finds that the agency is in noncompliance with one or more mandatory standards or does not meet sufficient nonmandatory standards compliance levels to be considered for accreditation, the chairperson advises the agency that an on-site supplemental audit may be required prior to scheduling an accreditation hearing. The agency is responsible for notifying the ACA when the deficiencies have been corrected and a supplemental audit is desired. The agency bears the cost of the supplemental audit. An ACA consultant, often a member of the original Visiting Committee, returns to the

entry into accreditation. Agencies must notify the ACA of their decision prior to conducting the Standards Compliance Audit.

Although accreditation is based only on the ACA standards, provision is made for recognition of accreditations earned from the Joint Commission on Accreditation of Hospitals. This covers the accreditation of medical services in local detention facilities and JCAH accreditation of institutional hospital programs.

Relative to the physical plant standards, the edition of the standards that was used in the design, building, and/or renovation of a facility shall be applicable for purposes of accreditation and all reaccreditations. The ACA reserves the right to add physical plant standards for reaccreditation if such standards can be met without major modification to the design and/or building of the facility (e.g., accessibility for handicapped staff and inmates).

For accreditation purposes, any new architectural design, building, and/or renovation of the institution must be in accordance with the edition of the standards current at the time of such design, building, and/or renovation. In such cases, different standards would be applied to separate parts of the institution respective to these changes in the physical plant.

In completing a Standards Compliance Checklist, the agency checks *compliance*, *noncompliance*, or *not applicable* for each standard. Checking *compliance* means the agency complies completely with the content of the standard at all times and has documentation (primarily written) available to support compliance. A finding of *noncompliance* indicates that all or part of the requirements stated in the standard have not been met. A *not applicable* response means that the standard is clearly not relevant to the situation being audited. A written statement supporting nonapplicability of the standard is required.

At this time, the agency may request a Plan-of-action Waiver for one or more standards, provided that overall agency programming compensates for the lack of compliance. The Waiver request is accompanied by a clear explanation of such compensating conditions. The agency applies for a Waiver only when the totality of conditions safeguards the life, health, and safety of offenders and staff. Waivers are not granted for standards designated as mandatory. Also, the granting of a Waiver does not change the conclusion of noncompliance or the agency's compliance tally. When a Plan-of-action Waiver is requested during the self-evaluation phase, the ACA staff renders a preliminary judgement. A final decision can only be made by the Board of Commissioners during the accreditation hearing. Most Waivers granted are for physical plant standards.

Agencies have the option of submitting the completed Self-evaluation Report to the ACA for review, or they may certify its completion in writing and request placement in Candidate Status. For agencies undergoing accreditation for the first time, it is suggested that the report be reviewed by the ACA staff, primarily to verify agency understanding of accreditation requirements. The documentation that the agency staff has compiled to support its findings of standards compliance remains at the agency, where it will be examined by ACA consultants who conduct the Standards Compliance Audit.

The compilation of written documentation requires the most time and effort during Correspondent Status. A separate documentation file, which explicitly shows compliance, is prepared for each standard.

In order to request an audit, an agency must comply with 100 percent of the standards designated as mandatory and 90 percent of the nonmandatory standards. (The Self-evaluation Report does not necessarily need to reflect these levels of compliance.)

### Candidate Status

The agency enters into Candidate Status with ACA's acceptance of the Self-evaluation Report or agency certification of its completion. Candidate Status continues until the agency meets the required level of compliance, has been audited by a Visiting Committee composed of ACA consultants, and has been awarded or denied a three-year accreditation by the Board of Commissioners. Candidate Status lasts up to twelve months.

An agency may request, in writing, an extension of Candidate Status, stating the reasons for the request. The ACA staff considers the request and renders a decision. It is ACA policy that extensions of Candidate Status do not exceed twelve months. Facilities requesting extensions beyond their contract expiration date will be assessed an additional annual fee.

The agency requests a standards compliance audit when the facility administrator believes the agency or facility has met or exceeded the compliance levels required for accreditation (100 percent mandatory; 90 percent nonmandatory).

become accredited. Individual cases may stipulate removal of juveniles prior to receiving an accreditation award.

### **Preaccreditation Assessment**

Prior to signing an accreditation contract, an agency may request a preaccreditation assessment. The assessment entails a visit to the agency by an ACA consultant, who will assess strengths and areas for improvement, measure readiness for application for accreditation, and identify steps required to achieve accreditation. A confidential written report is provided for the agency to assist in making the decision to apply for accreditation.

### **Applicant Status**

When the agency enters accreditation, the administrator requests an information package from the ACA. In order to confirm eligibility, determine appropriate fees, and schedule accreditation activities, the agency in turn provides the ACA with relevant narrative information through the Organization Summary.

Both the completed Organization Summary, which provides a written description of the facility/program, and the signed contract must be returned to the ACA for an agency to initiate the accreditation process. The association will notify the agency of its acceptance into the accreditation process within fifteen days of receipt of the necessary application materials. The ACA will then assign a Regional Administrator from the Division of Standards and Accreditation as a permanent liaison to the agency. The agency will appoint an Accreditation Manager, who will be responsible for organizing and supervising agency resources and activities to achieve accreditation.

As delineated in the contract, the fees for the accreditation period cover all services normally provided to an agency by ACA staff, consultants, and the Board of Commissioners. The fees are determined during the application period and are included in the contract signed by the agency and the ACA.

The fees for probation, parole, and aftercare field service agencies depend on the size, number, and locations of the field offices. The central office and a stipulated number of field offices are audited, with the fee determined by the number of consultant days and auditors required to complete the audit.

### **Correspondent Status**

When the application is accepted, the agency enters Correspondent Status. During this time, the agency conducts a self-assessment of its operations and completes a Self-evaluation Report, which specifies the agency's level of standards compliance. (Self-evaluation Reports are optional for facilities signing a reaccreditation contract.)

At the agency's request and expense, an on-site accreditation orientation for staff and/or a field consultation is scheduled. The object of the orientation is to adequately prepare agency staff to complete the requirements of accreditation, including an understanding of self-evaluation activities, compilation of documentation, audit procedures, and standards interpretation. A field consultant provides information on accreditation policy and procedure, standards interpretations, and/or documentation requirements. Agency familiarity with standards and accreditation is the key factor in determining the need for these services.

The Self-evaluation Report includes the Organization Summary, a compliance tally, preliminary requests for Waivers or Plans of Action, and completed Standards Compliance Checklists for each standard in the applicable manual.

### **Applicable Standards**

The standards used for accreditation address services, programs, and operations essential to good correctional management, including administrative and fiscal controls, staff training and development, physical plant, safety and emergency procedures, sanitation, food service, rules and discipline, and a variety of subjects that comprise good correctional practice. These standards are under continual revision to reflect changing practice, current case law, new knowledge, and agency experience with their application. These changes are published by the ACA in the *Standards Supplement*.

ACA policy addresses the impact of the standards revisions on agencies involved in accreditation. Agencies signing contracts after the date that a *Standards Supplement* is published are held accountable for all standards changes in that supplement. Agencies are not held accountable for changes made after the contract is signed. The agencies may elect to apply new changes to the standards that have been issued following the program's

## Introduction to Accreditation

The American Correctional Association (ACA) and the Commission on Accreditation for Corrections (CAC) are private, nonprofit organizations that administer the only national accreditation program for all components of adult and juvenile corrections. Their purpose is to promote improvement in the management of correctional agencies through the administration of a voluntary accreditation program and the ongoing development and revision of relevant, useful standards.

Accreditation, a process that began in 1978, involves approximately 80 percent of all state departments of corrections and youth services as active participants. Also included are programs and facilities operated by the Federal Bureau of Prisons, the U.S. Parole Commission, and the District of Columbia.

For these agencies, the accreditation program offers the opportunity to evaluate their operations against national standards, remedy deficiencies, and upgrade the quality of correctional programs and services. The recognized benefits from such a process include improved management, a defense against lawsuits through documentation and the demonstration of a "good faith" effort to improve conditions of confinement, increased accountability and enhanced public credibility for administrative and line staff, a safer and more humane environment for personnel and offenders, and the establishment of measurable criteria for upgrading programs, personnel, and physical plant on a continuing basis.

The timeliness, requirements, and outcomes of the accreditation process are the same for a state or federal prison, training school, local detention facility, private halfway house or group home, probation and parole field service agency, or paroling authority. All programs and facilities sign a contract, pay an accreditation fee, conduct a self-evaluation, and have a Standards Compliance Audit by trained ACA consultants prior to an accreditation decision by the Board of Commissioners. Once accredited, all programs and facilities submit annual certification statements to the ACA. Also, at the ACA's expense and discretion, a monitoring visit may be conducted during the initial three-year accreditation period to ensure continued compliance with the appropriate standards.

### Participation in the Accreditation Process

Invitations to participate in the accreditation process have been extended to all adult and juvenile agencies for which standards have been developed and published. Participating agencies include public and private agencies; federal, state, and local agencies; and United States and Canadian correctional agencies.

Accreditation activities are initiated voluntarily by correctional administrators. When an agency elects to pursue accreditation, ACA staff will provide the agency with appropriate information and application materials. These include a contract, the applicable manual of standards, a policy and procedure manual, and an Organization Summary (narrative).

### Eligibility Criteria

To be eligible for accreditation, an agency must be part of a governmental entity or conform to the applicable federal, state, and local laws and regulations regarding corporate existence. The agency must (1) hold under confinement pretrial or presentenced adults or juveniles who are being held pending a hearing for unlawful activity; OR (2) hold under confinement sentenced adult offenders convicted of criminal activity or juveniles adjudicated to confinement; OR (3) supervise in the community sentenced adult or adjudicated juvenile offenders, including youth placed in residential settings; and (4) have a single administrative officer responsible for agency operations. It is this administrative officer who makes formal application for admission to accreditation.

It is the ACA's policy that nonadjudicated juveniles should be served outside of the juvenile correctional system. Training schools housing status offenders must remove them before the facility can be awarded accreditation. Detention facilities may house status offenders who have violated valid court orders by continued commission of status offenses. In such instances, the following conditions would apply: status offenders are separated by sight and sound from delinquent offenders; facility staff demonstrate attempts to mandate removal of all status offenders from detention centers; and special programs are developed for status offenders.

The ACA does not prohibit the participation in accreditation of community programs that commingle adjudicated delinquents with status offenders in nonsecure settings. However, the ACA actively supports and requires exclusion of status offenders from the criminal and juvenile justice systems. Residential and institutional programs and facilities that commingle adults and juveniles (separated by sight and sound) may

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ACA, (2) based on incorrect facts or an incorrect interpretation of facts, or (3) unsupported by substantial evidence.

The agency submits a written request for reconsideration to the ACA staff within thirty days of the adverse decision, stating the basis for the request. The CAC's Executive Committee reviews the request and decides whether there is sufficient evidence to warrant a reconsideration hearing before the Board of Commissioners. The agency is notified in writing of the Executive Committee's decision.

#### **Revocation of Accreditation**

An accredited agency that does not maintain the required levels of compliance throughout the three-year accreditation period, including continuous compliance with all mandatory standards, may have its accreditation award revoked. The agency is notified of its deficiencies and given a specified amount of time to correct them. If the deficiencies continue, the Board of Commissioners may place the agency on Probationary Status for an additional stated period of time, requiring documentation of compliance. Should the agency fail to correct the deficiencies, the Board of Commissioners may revoke the agency's accreditation and request that the Accreditation Certificate be returned to the ACA.

An accredited agency that has had its accreditation revoked for reasons of noncompliance also may use the reconsideration process.

#### **Reaccreditation**

To ensure continuous Accredited Status, accredited agencies should apply for reaccreditation approximately twelve months prior to the expiration of their current accreditation award. Agencies have the option of being audited from individual accreditation files or operational files. For detailed information on reaccreditation, consult your ACA Regional Administrator.

The preceding information is provided as an overview of the accreditation process. Additional information on specific procedures and elements of the process is available from the ACA Division of Standards and Accreditation.

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# Part One

## Administration and Management

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### Section A

#### General Administration

**Principle: A written body of policy and procedure establishes the facility's goals, objectives, and standard operating procedures and establishes a system of regular review.**

#### Purpose and Mission

**3-ALDF-1A-01  
(Ref. 2-5001)**

**There is a statute authorizing the establishment of the local detention facility or its parent agency.**

---

*Comment:*  
None.

**3-ALDF-1A-02  
(Ref. 2-5001)**

**There is a written document delineating the agency's mission. This document is reviewed at least annually and updated as needed.**

---

*Comment:*  
The mission statement should address programs and services that are available in the facility. Programs include receiving and diagnostic units, prerelease units, separate units for special offenders, etc.

#### Policy and Goal Formulation

**3-ALDF-1A-03  
(Ref. 2-5003)**

**Written policy, procedure, and practice provide that the facility administrator formulates goals for the facility at least annually and translates them into measurable objectives.**

---

*Comment:*  
Goals facilitate decision making, especially in an atmosphere of change. Measurable objectives facilitate the process of program review, monitoring, and evaluation.

**3-ALDF-1A-04  
(Ref. 2-5004)**

**Written policy, procedure, and practice provide that employees participate in the formulation of policies, procedures, and programs.**

---

*Comment:*  
Employee participation can be achieved through staff meetings, suggestion programs, employee councils, and similar formats.

**3-ALDF-1A-23**  
**(Ref. New)**

**There is a contingency plan to provide for the projected population trend. At a minimum, this plan should include staffing requirements, physical plant needs, and budget projections.**

---

***Comment:***

**The specificity of the plan will depend on the complexity of the facility and may range from short, general observations to lengthy scientific research documents.**

## Section B Fiscal Management

**Principle:** A written body of policy and procedure establishes the facility's fiscal planning, budgeting, and accounting procedures and establishes a system of regular review.

### Fiscal Control

**3-ALDF-1B-01  
(Ref. 2-5027)** Consistent with policy, the facility administrator is responsible for fiscal policy, management, and control. Facility staff participate in the preparation of the written budget request. Management of fiscal operations may be delegated to a designated staff person.

---

*Comment:*  
None.

**3-ALDF-1B-02  
(Ref. 2-5036)** Written policy, procedure, and practice cover at a minimum the following fiscal areas: internal controls; petty cash; bonding for all appropriate staff; signature control on checks; and the issuing or use of vouchers and methods for writing budgets.

---

*Comment:*  
None.

**3-ALDF-1B-03  
(Ref. 2-5029)** The facility administrator participates in budget deliberations conducted by the parent agency or the next higher level of government. This participation includes requests for funds for maintaining the facility's daily operations; financing capital projects; and supporting long-range objectives, program development, and additional staff requirements.

---

*Comment:*  
None.

### Accounting Procedures

**3-ALDF-1B-04  
(Ref. 2-5034)** Written policy, procedure, and practice demonstrate that the procedures for the collection, safeguarding, and disbursement of monies comply with the accounting procedures established by the governing jurisdiction. These procedures are reviewed annually and updated as needed.

---

*Comment:*  
The facility's fiscal policies and procedures should be patterned after those of the governing authority and should be compatible with the state's central accounting system. These include policies and procedures for fiscal recordkeeping, reports, reviews, audits, disbursements, position allocations, payroll, cash transactions, commissary/canteen operation, and inmates' personal funds, if any.

**3-ALDF-1B-05**  
**(Ref. 2-5033)**

The facility's accounting system is designed to show the current status of appropriations and expenditures.

---

*Comment:*

Current information is needed to meet objectives, prevent budget discrepancies, respond to emerging needs, and ensure that the flow of funds is proceeding as planned.

### Cash Management

**3-ALDF-1B-06**  
**(Ref. 2-5035)**

Written policy, procedure, and practice provide that all monies collected at the facility are placed in an officially designated and secure location(s) daily.

---

*Comment:*

There are safeguards to ensure security in each facility.

**3-ALDF-1B-07**  
**(Ref. 2-5038)**

The facility administrator, as frequently as required by statute and regulation, prepares and distributes to its parent agency and other designated authorities reports that include, at a minimum, income and expenditures statements, funding source financial reports, and audit reports.

---

*Comment:*

None.

### Internal Monitoring

**3-ALDF-1B-08**  
**(Ref. 2-5038 )**

Written policy, procedure, and practice provide for ongoing monitoring of the facility's fiscal activities. The results are reported in writing at least quarterly and are forwarded to the parent agency.

---

*Comment:*

Internal monitoring allows a facility to determine whether internal control procedures are being followed and to strengthen them where needed.

### Independent Audit

**3-ALDF-1B-09**  
**(Ref. 2-5037)**

Written policy, procedure, and practice provide for an independent financial audit of the facility. This audit is conducted annually or as stipulated by statute or regulation.

---

*Comment:*

An outside certified auditing firm or the appropriate governmental auditing team should conduct the audit.

### Inventory

**3-ALDF-1B-10**  
**(Ref. 2-5039)**

Written policy and procedure govern inventory control of property, supplies, and other assets. Inventories are conducted at time periods stipulated by applicable statutes but at least every two years.

---

*Comment:*

None.

## Purchasing

### Supplies and Equipment

**3-ALDF-1B-11**  
**(Ref. 2-5040)**

Written policy and procedure govern the requisition and purchase of supplies and equipment, including at a minimum the purchasing procedures and criteria for the selection of bidders and vendors.

---

*Comment:*

None.

**3-ALDF-1B-12**  
**(Ref. 2-5043)**

Written policy, procedure, and practice specify that the administrator reviews space and equipment requirements at least annually, reports deficiencies to the parent agency, and plans with the parent agency for the effective use of space and equipment.

---

*Comment:*

None.

### Community Services

**3-ALDF-1B-13**  
**(Ref. New)**

Funds are available for purchasing community services to supplement existing programs and services.

---

*Comment:*

None.

### Position Control

**3-ALDF-1B-14**  
**(Ref. 2-5041,**  
**2-5044)**

Written policy and procedure regulate position control regarding position allocation, budget authorization, personnel records, and payroll. Information on the number and type of positions filled and vacant should be available at all times. The fiscal office should verify that all payroll positions are authorized in the budget, that all persons on the payroll are legally employed, that attendance records support the payroll, and that needed funds are available. The payroll should be based on timekeeping records.

---

*Comment:*

None.

### Institutional Insurance

**3-ALDF-1B-15**  
**(Ref. 2-5042)**

Written policy, procedure, and practice provide for facility insurance coverage, including at a minimum the following: worker's compensation, civil liability for employees, liability for official vehicles, and public employee blanket bond.

---

*Comment:*

Coverage can be provided by private companies, a self-insurer's program, or state indemnification.



## Commissary/Canteen

**3-ALDF-1B-16**  
(Ref. 2-5046)

An inmate commissary or canteen is available where inmates can purchase approved items that are not furnished by the facility. The commissary/canteen's operations are strictly controlled using standard accounting procedures.

*Comment:*

To minimize differences in individual spending power, restrictions should be placed on purchases, and means of purchase other than cash should be considered.

**3-ALDF-1B-17**  
(Ref. New)

Commissary/canteen funds are audited independently following standard accounting procedures, and an annual financial status report is available as a public document.

*Comment:*

An annual report outlining the commissary/canteen's financial status helps to safeguard the integrity of these operations.

## Inmate Funds

**3-ALDF-1B-18**  
(Ref. 2-5046)

Written policy and procedure govern the operation of any fund established for inmates. Any interest earned on monies other than operating funds accrues to the benefit of the inmates.

*Comment:*

When money is available from donations, commissary/canteen profits, or other sources, a fund should be established for the benefit of the inmates. The responsibility for administering such a fund should be fixed, and specific guidelines and controls should be established for collecting, safeguarding, and spending these monies. This includes government bonds.

**3-ALDF-1B-19**  
(Ref. New)

Inmates' personal funds held by the facility are controlled by accepted accounting procedures.

*Comment:*

The responsibility for the control and accounting of inmates' personal funds usually is delegated to the facility's business manager. Inmates should receive receipts for all financial transactions.

**3-ALDF-1B-20**  
(Ref. New)

Written policy, procedure, and practice provide that any financial transactions permitted between inmates must be approved by staff.

*Comment:*

Uncontrolled financial transactions between inmates can foster illegal activities.

## Section C Personnel

**Principle: A written body of policy and procedure establishes the facility's staffing, recruiting, promotion, benefits, and review procedures for employees.**

### Personnel Policy Manual

**3-ALDF-1C-01  
(Ref. 2-5063)**

**A personnel policy manual is available for employee reference and covers at a minimum the following areas:**

- **organization chart (table of organization)**
- **recruitment and promotion, including equal employment opportunity provisions**
- **job descriptions and qualifications, including salary determinations and physical fitness policy**
- **benefits, holidays, leave, and work hours**
- **personnel records and employee evaluation**
- **staff development, including in-service training**
- **retirement, resignation, and termination**
- **employee-management relations, including disciplinary procedures and grievance and appeals procedures**
- **statutes relating to political activities**
- **insurance/professional liability requirements**

**New staff are informed in writing of the facility's hostage policy in regard to staff roles and safety.**

---

***Comment:***

**Written personnel regulations help ensure equitable and consistent treatment of all employees. Every employee should have the opportunity to review the personnel manual at the time of employment and thereafter, and employees should be encouraged to ask questions about personnel policies.**

**3-ALDF-1C-02  
(Ref. 2-5061)**

**The facility administrator reviews the facility's internal personnel policies annually and submits recommended changes to the parent agency.**

---

***Comment:***

**None.**

## Staffing Requirements

**3-ALDF-1C-03**      The staffing requirements for all categories of personnel are determined on an ongoing basis to ensure that inmates have access to staff, programs, and services. Staffing requirements should be determined on more than inmate population figures and should include review of staffing needs for health care, academic, vocational, library, recreation, and religious programs and services. Workload ratios should reflect such factors as goals, legal requirements, character and needs of the inmates supervised, and other duties required of staff. Workloads should be sufficiently low to provide access to staff and effective services.

---

*Comment:*

None.

**3-ALDF-1C-04**  
(Ref. 2-5068)      Written policy and procedure provide for the transfer, assignment and selection of employees on the basis of facility need and the ability of the employee to perform the job.

---

*Comment:*

None.

**3-ALDF-1C-05**  
(Ref. 2-5070)      The facility uses a formula to determine the number of staff needed for essential positions. The formula considers at a minimum holidays, regular days off, annual leave, and average sick leave.

---

*Comment:*

Additional factors that can be included in the formula are time off for training, military leave time, and factors specific to the facility and jurisdiction. Positions requiring staffing for more than one shift and/or more than five days per week should be budgeted for the full staffing needed.

**3-ALDF-1C-06**  
(Ref. 2-5072)      The facility administrator can document that the overall vacancy rate among the staff positions authorized for working directly with inmates does not exceed 10 percent for any 18-month period.

---

*Comment:*

None.

## Equal Employment Opportunity

**3-ALDF-1C-07**  
(Ref. 2-5049)

Written policy specifies that equal employment opportunities exist for all positions. When deficiencies exist regarding the employment of minority groups and women, the facility can document the implementation of an affirmative action program that is approved by the appropriate government agency and can document annual reviews and the changes needed to keep the program current. The affirmative action program also includes corrective actions, when needed, in policies regarding pay rate, demotion, transfer, layoff, termination, and upgrading.

---

*Comment:*

None.

## Selection and Promotion

**3-ALDF-1C-08**  
(Ref. 2-5047)

Written policy and procedure provide for the selection, retention, and promotion of all personnel on the basis of merit and specified qualifications.

---

*Comment:*

None.

**3-ALDF-1C-09**  
(Ref. 2-5066)

Employees on permanent status are terminated or demoted only for just cause and after grievance and appeals procedures, if requested, have been exhausted.

---

*Comment:*

None.

## Probationary Term

**3-ALDF-1C-10**  
(Ref. 2-5055)

Written policy and procedure provide that employees are appointed initially for a probationary term of not less than six months or more than one year.

---

*Comment:*

Employee performance during the probationary period should be evaluated at least every two months, and the employee should be given the opportunity to discuss the evaluation. Forms for evaluation of employee performance should be developed and used. Persons not performing satisfactorily should be terminated during the probationary period.

## Provisional Appointments

**3-ALDF-1C-11**  
(Ref. 2-5071)

Written policy, procedure, and practice provide for provisional appointments to ensure that short-term personnel, both full-time and part-time, can be available during emergencies.

---

*Comment:*

Civil service, merit system, and union requirements should be modified to allow the short-term employment of additional personnel during vacations, rises in the inmate population, or other situations that leave the facility understaffed. While provisional personnel should meet the minimum requirements for the positions they fill, they should not be considered permanent replacements for permanent personnel.

## Criminal Record Check

**3-ALDF-1C-12**  
**(Ref. 2-5052)** A criminal record check is conducted on all new employees in accordance with state and federal statutes. The purpose of the check is to detect any criminal convictions that relate specifically to job performance.

---

*Comment:*  
The facility administrators should know of any criminal conviction that could directly affect an employee's job performance in a facility setting.

## Physical Examination

**3-ALDF-1C-13**  
**(Ref. 2-5053)** Written policy, procedure, and practice provide that employees who have direct contact with inmates receive a physical examination prior to job assignment. All other employees receive a medical screening prior to job assignment. Employees receive reexaminations according to a defined need or schedule.

---

*Comment:*  
Staff whose responsibilities include security and control or regular direct contact with inmates must have physical examinations to protect their health and ensure that they can carry out their assignments effectively. The basic health status of all employees should be evaluated against the specific requirements of their assignments. Physical examination and screening procedures may be established by the appropriate medical authority in accordance with applicable laws and regulations.

**3-ALDF-1C-14**  
**(Ref. 2-5054)**

Written policy and procedure promote the physical fitness of staff.

---

*Comment:*  
None.

## Drug-free Workplace

**3-ALDF-1C-15**  
**(Ref. 2-5053-1)** There is a written policy and procedure that specifies support for a drug-free workplace for all employees. This policy, which is reviewed at least annually, includes at a minimum the following:

- prohibition of the use of illegal drugs
  - prohibition of possession of any illegal drug except in the performance of official duties
  - the procedures to be used to ensure compliance
  - the opportunities available for treatment and/or counseling for drug abuse
  - the penalties for violation of the policy
- 

*Comment:*  
None.

## Performance Reviews

**3-ALDF-1C-16**  
(Ref. 2-5067)

Written policy, procedure, and practice provide for an annual written performance review of each employee. The review is based on defined criteria, and the results are discussed with the employee.

---

*Comment:*

Performance review should be an ongoing process with written evaluations completed at least annually. Reviews should be objective and based on specific job criteria and explicit performance standards.

## Compensation and Benefits

**3-ALDF-1C-17**  
(Ref. 2-5057)

Compensation and benefit levels for all facility personnel are comparable to those for similar occupational groups in the state or region.

---

*Comment:*

Competitive salaries and attractive benefits are necessary to recruit and retain staff of high caliber. Occupational fields with positions similar to those in the correctional field include education, social work, accounting, and office management.

**3-ALDF-1C-18**  
(Ref. 2-5058)

Compensation and benefits for correctional officers are at least equal to those for law enforcement officers working in the same organization.

---

*Comment:*

None.

**3-ALDF-1C-19**  
(Ref. 2-5056)

A written compensation and benefit plan exists. Employees have access to information on compensation and benefits and receive this information during new employee orientation.

---

*Comment:*

None.

**3-ALDF-1C-20**  
(Ref. 2-5059)

Written policy, procedure, and practice provide for employees to be reimbursed for all approved expenses incurred in the performance of their duties.

---

*Comment:*

Funds should be available for approved reimbursements.

## Personnel Files

**3-ALDF-1C-21**  
(Ref. 2-5073)      **The facility maintains a current, accurate, confidential personnel record on each employee.**

---

**Comment:**

The personnel record should contain the following: initial application; reference letters; results of employment investigation; verification of training and experience; wage and salary information; medical evaluations; job performance evaluations; incident reports, if any; and commendations and disciplinary actions, if any.

**3-ALDF-1C-22**  
(Ref. 2-5075)

**Written policy, procedure, and practice provide that employees may challenge the information in their personnel file and have it corrected or removed if it is proved inaccurate.**

---

**Comment:**

Employees should be allowed to review their personnel files to see that they are current and to check for omissions or inaccuracies. Procedures should specify the means for correcting discrepancies.

## Code of Ethics

**3-ALDF-1C-23**  
(Ref. 2-5064)

**A written code of ethics that prohibits employees from using their official position to secure privileges for themselves or others and from engaging in activities that constitute a conflict of interest is provided to all employees.**

---

**Comment:**

To protect the integrity of the facility, its staff, and the parent agency, all personnel must be thoroughly familiar with the code of ethics, and the code must be strictly enforced.

## Confidentiality of Information

**3-ALDF-1C-24**  
(Ref. 2-5065)

**Written policy, procedure, and practice provide that consultants and contract personnel who work with inmates are informed in writing about the facility's policies on confidentiality of information and agree to abide by them.**

---

**Comment:**

The written policies should specify what types of information are confidential between worker and inmate, what types should be shared with other facility personnel, and what types can be communicated to persons outside the facility.

## Employee Assistance Program

**3-ALDF-1C-25**  
(Ref. 2-5075-1)

**Written policy, procedure, and practice provide for an employee assistance program that is approved by the parent agency.**

---

**Comment:**

An employee assistance program provides counseling and/or referral to any employee with a personal problem that is affecting or has the potential to affect the individual's work performance. The program assists the employee in identifying the problem and locating sources of treatment or rehabilitative help.

## Section D Training and Staff Development

**Principle: A written body of policy and procedure establishes the facility's training and staff development programs, including training requirements for all categories of personnel.**

**3-ALDF-1D-01  
(Ref. 2-5076)**

**Written policy, procedure, and practice provide that the facility's employee staff development and training programs are planned, coordinated, and supervised by a qualified employee. The training plan is reviewed annually.**

---

***Comment:***

The training plan should include all preservice, in-service, and specialized training curriculums, with specific timelines for completing each training unit. The plan should consider the facility's mission, physical characteristics, and specific inmate populations.

### Training

**3-ALDF-1D-02  
(Ref. 2-5078-1)**

**The facility's training plan provides for ongoing formal evaluation of all preservice, in-service, and specialized training programs. A written report is prepared annually.**

---

***Comment:***

Ongoing evaluation should include appraisals from trainees, supervisors, and inmates.

### Training Resources

#### Reference Services

**3-ALDF-1D-03  
(Ref. 2-5079)**

**Library and reference services are available to complement the training and staff development program.**

---

***Comment:***

Reference materials should be readily accessible to employees. Materials not usually available at the facility should be acquired through other sources, such as criminal justice clearinghouses and interlibrary loans.

### Outside Resources

**3-ALDF-1D-04  
(Ref. 2-5079)**

**Written policy, procedure, and practice provide that the training and staff development program uses outside resources when appropriate.**

---

***Comment:***

Outside guidance and assistance for the facility's training program can take the form of materials, equipment, course development, and evaluation techniques. Numerous resources exist, including the National Institute of Corrections and its National Academy of Corrections, the National Institute of Justice, large corporations, and professional groups.



**3-ALDF-1D-05**  
(Ref. 2-5022)

Written policy and procedure provide for collaboration with colleges and universities in areas of mutual interest, when such resources are available.

---

*Comment:*  
None.

### Training Plan

**3-ALDF-1D-06**  
(Ref. 2-5081-1)

The training plan is developed, evaluated, and updated based on an annual assessment that identifies current job-related training needs.

---

*Comment:*  
Training should be responsive to position requirements, professional development needs, current correctional issues, and new theories, techniques, and technologies. The annual needs assessment may require information from many sources: observation and analysis of job components; staff surveys regarding training needs; reviews of agency/facility operations; staff reports; and evaluations and findings from sources within and outside the jurisdiction.

**3-ALDF-1D-07**  
(Ref. 2-5078)

The facility's training plan is developed by an advisory training committee composed of the facility's training coordinator and representatives from other facility departments. The committee meets at least quarterly to review progress and resolve problems, and a written record of these meetings is forwarded to the warden/superintendent.

---

*Comment:*  
None.

### Space and Equipment

**3-ALDF-1D-08**  
(Ref. New)

The necessary space and equipment for the training and staff development program are available.

---

*Comment:*  
None.

### Reimbursement

**3-ALDF-1D-09**  
(Ref. 2-5080)

The facility budget includes funds to reimburse staff for additional time spent in training or for replacement personnel required when regular personnel are off duty for training purposes.

---

*Comment:*  
None.

**3-ALDF-1D-10**  
(Ref. 2-5089)

The facility administration encourages employees to continue their education and provides reimbursement to employees attending approved professional meetings, seminars, and similar work-related activities.

---

*Comment:*  
None.

## Training Requirements

### Orientation

**3-ALDF-1D-11  
(Ref. 2-5081)**

Written policy and procedure provide that all new clerical/support employees who have minimal inmate contact receive 16 hours of orientation and training during their first year of employment. All persons in this category are given an additional 16 hours of training each subsequent year of employment.

---

*Comment:*  
None.

**3-ALDF-1D-12  
(Ref. 2-5083)**

Written policy, procedure, and practice provide that all new correctional officers receive 40 hours of training prior to entry on duty, an additional 120 hours of training during their first year of employment, and an additional 40 hours of training each subsequent year of employment. At a minimum, this training covers the following areas:

- security procedures
- supervision of inmates
- signs of suicide risk
- suicide precautions
- use-of-force regulations and tactics
- report writing
- inmate rules and regulations
- rights and responsibilities of inmates
- fire and emergency procedures
- firearms training
- key control
- interpersonal relations
- social/cultural lifestyles of the inmate population
- communication skills
- first aid
- cardiopulmonary resuscitation (CPR)

---

*Comment:*

Since the duties of correctional officers frequently involve most facility operations, their training should be comprehensive. Ongoing training during subsequent years of employment enables employees to sharpen skills and keep abreast of changes in operational procedures.

## Administrative Staff

**3-ALDF-1D-13**  
**(Ref. 2-5084)**

Written policy, procedure, and practice provide that all administrative and managerial staff receive 40 hours of training in addition to orientation training during their first year of employment and 40 hours of training each year thereafter. This training covers at a minimum the following areas:

- general management
- labor law
- employee-management relations
- the criminal justice system
- relationships with other service agencies

---

*Comment:*

None.

## Support Staff

**3-ALDF-1D-14**  
**(Ref. 2-5082)**

Written policy, procedure, and practice provide that all support employees who have regular or daily contact with inmates receive 40 hours of training in addition to orientation training during their first year of employment and 40 hours of training each year thereafter.

---

*Comment:*

Food service employees, industry supervisors, and other support personnel whose work requires day-to-day contact with inmates should receive basic training in inmate supervision and security as well as specialized training in their field as it relates to the facility setting.

## Part-time Staff

**3-ALDF-1D-15**  
**(Ref. 2-5086)**

All part-time staff and contract personnel receive formal orientation appropriate to their assignments and additional training as needed.

---

*Comment:*

Part-time staff should receive orientation to facility rules, security, and operational procedures.

## Specialized Training

### Emergency Unit

**3-ALDF-1D-16**  
**(Ref. 2-5085)**

Written policy, procedure, and practice provide that correctional officers assigned to an emergency unit have at least one year of experience as a correctional officer and 40 hours of specialized training before undertaking their assignments. The specialized training may be part of the officer's first-year training program. Officers on emergency units receive 40 hours of training annually, at least 16 of which are specifically related to emergency unit assignment.

---

*Comment:*

None.

## Use of Force

**3-ALDF-1D-17**  
(Ref. 2-5088)

All security and custody personnel are trained in approved methods of self-defense and the use of force as a last resort to control inmates.

---

*Comment:*

All security and custody personnel should be trained in the techniques of using physical force to control and/or move inmates with minimal harm and discomfort to both inmates and staff.

## Use of Firearms

**3-ALDF-1D-18**  
(Ref. 2-5087)  
Mandatory

Written policy, procedure, and practice provide that all personnel authorized to use firearms receive appropriate training before being assigned to a post involving the possible use of such weapons. Firearms training covers the use, safety, and care of firearms and the constraints on their use. All personnel authorized to use firearms must demonstrate competency in their use at least annually.

---

*Comment:*

Firearms training should be thorough, documented, and conducted using a systematic curriculum.

## Use of Chemical Agents

**3-ALDF-1D-19**  
(Ref. 2-5087)  
Mandatory

All personnel authorized to use chemical agents receive thorough training in their use and in the treatment of individuals exposed to a chemical agent.

---

*Comment:*

A special training curriculum should be established that includes both individual and group instruction by competent authorities.

## Continuing Education

**3-ALDF-1D-20**  
(Ref. 2-5089)

Written policy, procedure, and practice encourage employees to continue their education.

---

*Comment:*

Employees who wish to continue their education should be given the opportunity to do so. Every effort should be made to coordinate educational activities with staff responsibilities. The facility's staff development and training program should promote and support employee participation in outside workshops, seminars, and other formal educational programs.

**3-ALDF-1D-21**  
(Ref. 2-5089)

The facility encourages and provides administrative leave and/or reimbursement for employees attending approved professional meetings, seminars, and similar work-related activities.

---

*Comment:*

The facility should encourage participation in outside training and educational programs, including membership in local, state, and national professional organizations. Adequate funds for this purpose should be included in the budget.

**3-ALDF-1D-22**  
**(Ref. New)**

**Written policy, procedure, and practice provide that on-the-job training is provided to enhance the performance of all full-time employees during their probationary period.**

---

***Comment:***

**On-the-job training provided by experienced staff personnel can be a very important vehicle for the transfer of information.**

## Section E Case Records

**Principle: A written body of policy and procedure establishes the facility's management of case records, including security, right of access, and release of information.**

### Case Record Management

**3-ALDF-1E-01  
(Ref. 2-5100)**

Written policy and procedure govern case record management, including at a minimum the following areas: the establishment, use, and content of inmate records; right to privacy; secure placement and preservation of records; and schedule for retiring or destroying inactive records. The record and procedures are reviewed annually.

---

**Comment:**

An orderly and timely system for recording, maintaining, and using data about offenders increases the efficiency and effectiveness of program and service delivery and the transfer of information to the courts and release authorities.

### Transfer of Records

**3-ALDF-1E-02  
(Ref. New)**

Written policy, procedure, and practice provide that an updated case file for any inmate transferred from one facility to another is transferred simultaneously or, at the latest, within 72 hours,

---

**Comment:**

Continuity of correctional programming for inmates transferred from other facilities requires that staff have the benefit of a complete cumulative case record as soon as possible. The same policy and procedure should apply to the transfer of medical files.

### Computation of Time Served

**3-ALDF-1E-03  
(Ref. New)**

Written policy, procedure, and practice provide that inmate time is accurately computed and recorded in conformance with applicable statutes and regulations.

---

**Comment:**

The accurate computation and recording of any "good time" earned or time forfeited is vital for incarcerated persons. Each inmate's case file should include an up-to-date record of time served and time remaining.

### Inmate Access to Records

**3-ALDF-1E-04  
(Ref. 2-5105)**

Written policy and procedure govern inmates' access to information in their case records.

---

**Comment:**

Inmates should have access to their case records and files consistent with applicable statutes regarding the procedures and conditions for reviewing these materials. Exceptions should be based on possible harm to the inmate or others.

## Release of Information

**3-ALDF-1E-05**  
**(Ref. 2-5106)**

The facility uses a release of information consent form that complies with applicable federal and state regulations. Unless the release of information is required by statute, the inmate signs the consent form prior to the release of information, and a copy of the form is maintained in the inmate's case record.

**Comment:**

The confidentiality of information regarding inmates is protected by law. The consent form may include the following items: name of person and agency or organization requesting information; name of facility releasing information; specific information to be disclosed and purpose of disclosure; signature of inmate and date of signature; and signature of employee witnessing the inmate's signature. Where statutes direct, consent forms should not be required for release of information to judicial, law enforcement, correctional, and social service authorities involved with the individual case.

**3-ALDF-1E-06**  
**(Ref. 2-5103)**

Written policy and procedure provide that a current and accurate classification or case record is maintained for each inmate committed to or housed in the facility. Procedures are established to safeguard legally privileged or confidential information. The records contain, at a minimum:

- classification and reclassification decisions
- reports of disciplinary actions, grievances, incidents, and crimes committed while in custody
- medical and mental health information relevant to classification
- information on work or study release, when applicable

**Comment:**

Case records should be seen as a resource in case decisionmaking, custody assignment, and program planning. Case records frequently contain privileged information and must be separate from custody records, according to statute. Written policy and procedure should clearly indicate the record in which information should be recorded and where documents should be filed. The inmate's grievance file may be maintained separately from the inmate's case record file, but in a centralized location where it is readily available to administrative staff with a need to know.

## Section F Information Systems and Research

**Principle:** A written body of policy and procedure establishes the facility's procedures for information storage and retrieval, master indexes, daily reports, evaluation, and research.

### Information System

**3-ALDF-1F-01**  
(Ref. 2-5090)      **The facility contributes to, has access to, and uses an organized system of information storage, retrieval, and review. The information system is part of an overall research and decision-making capacity relating to both inmate and operational needs.**

---

**Comment:**

Correctional information systems facilitate decision making, research, and timely responses to offender needs and outside inquiries. In large correctional systems, information systems often are the responsibility of the parent agency. If the parent agency does not provide this function, the facility should train and assign specific personnel to this function.

**3-ALDF-1F-02**  
(Ref. 2-5105)      **All staff who have direct access to information in the information system are trained in and responsive to the system's security requirements.**

---

**Comment:**

Written policy should specify which persons have direct access to the information system.

### Sharing of Information

**3-ALDF-1F-03**  
(Ref. 2-5092)      **The facility or parent agency collaborates with criminal justice and service agencies in information gathering, exchange, and standardization.**

---

**Comment:**

Systemwide collaboration is critical to effective management and timely decisionmaking and helps prevent or reduce duplication of effort and costs. Facilities should share information among themselves while respecting the confidentiality and privacy of offender records.

### Master Index and Daily Reports

**3-ALDF-1F-04**  
(Ref. 2-5094)      **Written policy and procedure provide for an inmate population accounting system that includes records on the admission, processing, and release of inmates.**

---

**Comment:**

None.



**3-ALDF-1F-05**  
**(Ref. 2-5104)**

The facility maintains a system that identifies all inmates in custody and their actual physical locations.

---

*Comment:*  
None.

**3-ALDF-1F-06**  
**(Ref. 2-5175)**

The facility administration maintains a written record of the following:

- personnel on duty
- inmate population count
- admissions and releases of inmates
- shift activities
- entry and exit of physicians, attorneys, and other visitors
- unusual occurrences

---

*Comment:*  
None.

**3-ALDF-1F-07**  
**(Ref. 2-5099)**

Intake booking information is recorded for every person admitted to the facility and includes at least the following data, unless prohibited by law:

- picture
- booking number
- name and aliases of person
- current address (or last known address)
- date, duration of confinement, and a copy of the court order or other legal basis for commitment
- name, title and signature of delivering officer
- specific charge(s)
- sex
- age
- date of birth
- place of birth
- race
- present or last place of employment
- health status, including any current medical or mental health needs
- emergency contact (name, relation, address and phone number)
- driver's license and social security numbers
- notation of cash and all property
- additional information concerning special custody requirements, service needs, or other identifying information such as birthmark or tattoos

---

*Comment:*  
None.

**3-ALDF-1F-08**  
(Ref. 2-5101)

The facility maintains custody records on all inmates committed or assigned to the facility, which include but are not limited to the following:

- intake/booking information
- court-generated background information
- cash and property receipts
- reports of disciplinary actions, incidents, or crime(s) committed while in custody
- records of program participation, including work release or trusty programs and "good time" accumulated

---

*Comment:*

None.

### Conduct of Research

**3-ALDF-1F-09**  
(Ref. 2-5096)

Written policy and procedure govern the conduct of research in the facility, including compliance with professional and scientific ethics and with state and federal guidelines for the use and dissemination of research findings.

---

*Comment:*

Researchers working in the facility should be informed about all policies relating to their research, especially those regarding confidentiality of information. Research results should be available to the warden/superintendent for review and comment before dissemination or publication.

**3-ALDF-1F-10**  
(Ref. 2-5097)

The facility administrator reviews and approves all facility research projects prior to implementation to ensure they conform with the policies of the parent agency.

---

*Comment:*

The research design and the requirements that will be made of staff should be fully understood and agreed on before any research project proceeds.

### Inmate Participation

**3-ALDF-1F-11**  
(Ref. 2-5098)

Written policy and procedure govern voluntary inmate participation in nonmedical, nonpharmaceutical, and noncosmetic research programs.

---

*Comment:*

None.

## Section G Citizen Involvement and Volunteers

**Principle:** A written body of policy and procedure establishes the responsibility, screening, training, and operating procedures for a citizen involvement and volunteer program.

### Program Coordination

**3-ALDF-1G-01**  
(Ref. 2-5385)      The facility has a qualified staff person who coordinates the volunteer services program.

---

**Comment:**

This position may be full-time or part-time and may be filled by volunteer or contract personnel. If the person is not trained in volunteer services, he/she should receive appropriate training.

**3-ALDF-1G-02**  
(Ref. 2-5377)      Written policy and procedure specify the lines of authority, responsibility, and accountability for the facility's citizen involvement and volunteer services program.

---

**Comment:**

Written policy should provide direction for the program, listing the goals and objectives, types of services offered, population served, etc. Clear lines of accountability and authority should be established and communicated to staff and volunteers. Any volunteer activity that is shown to threaten the facility's order and security or the safety of a volunteer should be limited or discontinued until the problem is resolved.

### Screening and Selection

**3-ALDF-1G-03**  
(Ref. 2-5387)      The screening and selection of volunteers allows for recruitment from all cultural and socioeconomic parts of the community.

---

**Comment:**

Efforts should be made to recruit volunteers from all segments of society. Volunteers should be selected on the basis of a uniform screening process that is consistent with security concerns.

### Registration

**3-ALDF-1G-04**  
(Ref. 2-5389)      There is an official registration and identification system for volunteers.

---

**Comment:**

All volunteers should be registered with the facility or parent agency for insurance purposes, and each volunteer should be issued an identification card. The facility should maintain an identification record for each volunteer that includes a photograph, address, current telephone number, and other relevant information.

## Offer of Professional Services

**3-ALDF-1G-05**      **Written policy specifies that volunteers may perform professional services only when they are certified, licensed, or qualified to do so.**  
(Ref. 2-5391)

---

**Comment:**

Volunteers who wish to offer professional services should be asked to cite their credentials and/or certificate status in their initial application. Tutoring or sponsorship of a craft or hobby program is not considered a professional service.

## Orientation and Training

**3-ALDF-1G-06**      **Written policy, procedure, and practice provide that each volunteer completes an appropriate, documented orientation and/or training program prior to assignment.**  
(Ref. 2-5388)

---

**Comment:**

None.

**3-ALDF-1G-07**      **Volunteers agree in writing to abide by all facility policies, particularly those relating to the security and confidentiality of information.**  
(Ref. 2-5390)

---

**Comment:**

Confidentiality of records and of other privileged information is critical to facility security. The facility should develop written policies and procedures specifying that volunteers respect all facility policies.

## Schedule of Services

**3-ALDF-1G-08**      **A current schedule of volunteer services is available to all inmates and is posted in appropriate areas of the facility.**  
(Ref. New)

---

**Comment:**

None.

## Participation in Policy Making

**3-ALDF-1G-09**      **There is provision for volunteers to contribute suggestions regarding the establishment of policy and procedure for the volunteer services program.**  
(Ref. New)

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**Comment:**

None.

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## Part Two

# Physical Plant

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Unless otherwise noted, each standard applies to existing facilities, renovations, additions, and/or new plant construction. "New construction" is for final plans approved after January 1, 1992.

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### Section A

## Building and Safety Codes

**Principle:** Compliance with professional building and fire safety codes helps to ensure the safety of all persons within the facility.

### Building Codes

**3-ALDF-2A-01**  
(Ref. 2-5134)

The facility conforms to applicable federal, state, and/or local building codes. (Renovation, addition, new construction only)

---

**Comment:**

Conformance with codes is indicated by licensing or, in cases where a license is not issued, by letters or certificates of compliance. If the agency is not subject to local building codes, appropriate state or national codes must be applied.

### Fire Codes

**3-ALDF-2A-02**  
(Ref. 2-5136,  
2-5149)  
Mandatory

The facility conforms to applicable federal, state, and/or local fire safety codes. Compliance is documented by the authority having jurisdiction. A fire alarm and automatic detection system are required, as approved by the authority having jurisdiction, or there is a plan for addressing these or other deficiencies within a reasonable time period. The authority approves any variances, exceptions, or equivalencies that do not constitute a serious life safety threat to the occupants of the facility.

---

**Comment:**

The applicable fire safety code(s) must be comprehensive, ensure basic protection of life, and include the use of fire detection and alarm systems in all habitable areas of the facility. The applicable code(s) should be applied to all areas of the facility. Reports of periodic inspections and any actions taken in respect to those inspections must be available.

## Section B Size, Organization, and Location

**Principle:** The question of facility size is most accurately approached from the perspective of the individual units that make up the facility. This approach encourages flexibility, creativity, and innovation in meeting concerns for safety and quality of life.

### Staff/Inmate Interaction

**3-ALDF-2B-01**  
(Ref. 2-5134-1)      **Physical plant design facilitates continuous personal contact and interaction between staff and inmates in the housing unit.**  
(Renovation, addition, new construction only)

---

*Comment:*

Separation of supervising staff from inmates reduces interpersonal relationships and staff awareness of conditions on the housing unit. Staff effectiveness is limited if the only staff available are isolated in control centers as observers or technicians in charge of electronic management systems.

**3-ALDF-2B-02**  
(Ref. 2-5141)      **The facility is designed and constructed so that inmates can be separated according to existing laws and regulations or according to the facility's classification plan.**  
(Addition, new plant)

---

*Comment:*

None.

### Unit Size

**3-ALDF-2B-03**  
(Ref. 2-5135-1)      **Written policy and procedure require that all living areas are constructed to facilitate continuous staff observation, excluding electronic surveillance, of cell or detention room fronts and areas such as dayrooms and recreation spaces.**  
(Renovation, addition, new plant)

---

*Comment:*

Continuous observation of inmate living areas is a fundamental requirement for maintaining safe, secure custody and control. The physical plant should facilitate the performance of this operational function.

### Rated Capacity

**3-ALDF-2B-04**  
(Ref. New)      **The number of inmates does not exceed the facility's rated bed capacity.**

---

*Comment:*

Rated bed capacity is considered to be the original design capacity, plus or minus capacity changes resulting from building additions, reductions, or revisions.

**Location**

**3-ALDF-2B-05  
(Ref. 2-5140)**

**The facility is geographically accessible to criminal justice agencies, community agencies, and inmates' lawyers, families, and friends.  
(New plant)**

---

***Comment:***  
**None.**

## Section C Inmate Housing

**Principle:** Inmate housing areas are the foundation of institutional living and must promote the safety and well-being of both inmates and staff.

### Inmate Sleeping Areas

#### Occupancy and Space Requirements

**3-ALDF-2C-01**  
(Ref. 2-5110,  
2-5111)      **Single cells are required for maximum security inmates. All cells or sleeping areas in which inmates are confined contain 35 square feet of unencumbered space. When confinement exceeds 10 hours per day, there is at least 80 square feet of total floor space per occupant.**

**“Unencumbered space” is usable space that is not encumbered by furnishings or fixtures. At least one dimension of the unencumbered space is no less than seven feet. In determining unencumbered space, all fixtures must be in operational position and must provide the following minimum areas per person: bed, plumbing fixtures, desk, and locker.**

---

**Comment:**

The standard encourages design flexibility and creativity by relating cell size to the amount of unencumbered, or free, space provided by the design. Unencumbered space is determined by multiplying the length and width of the cell/room and subtracting from that figure the total number of square feet encumbered by bed(s), plumbing fixtures, desk(s), locker(s), and other fixed equipment. Measurements should be made with equipment and furnishing in their normal use position (i.e., to discourage Murphy beds).

#### Furnishings

**3-ALDF-2C-02**  
(Ref. 2-5112)      **Each inmate confined to a cell/room for 10 or more hours daily is provided a sleeping area with the following: a sleeping surface and mattress at least 12 inches off of the floor; a writing surface and proximate area to sit; storage for personal items; and a place to suspend clothes.**

---

**Comment:**

None.

#### Existing, Renovation, Addition, New Plant

**3-ALDF-2C-03**  
(Ref. 2-5114)      **When used for minimum or medium security inmates, multiple occupancy rooms house no less than two and no more than 50 inmates each who are screened prior to admission for suitability to group living. The rooms provide 35 square feet of unencumbered space per occupant. Sleeping partitions are required if more than four people are in one sleeping area. “Unencumbered space” is usable space that is not encumbered by furnishings or fixtures. At least one dimension of the unencumbered space is no less than seven feet.**

---

**Comment:**

None.



**3-ALDF-2C-04**  
(Ref. New)

At a minimum, the facility is designed to provide single-occupancy cells for one-third of the population.

***Comment:***

Good security, control, and programmatic practices require that facility administrators have adequate housing options available. In specialized units, the single-cell ratio may often demand additional single-celling.

## Space Requirements

### Dayrooms

**3-ALDF-2C-05**  
(Ref. 2-5124,  
2-5144)

Dayrooms with space for varied inmate activities are situated immediately adjacent to the inmate sleeping areas.

Dayrooms provide a minimum of 35 square feet of space per inmate (exclusive of lavatories, showers, and toilets) for the maximum number of inmates who use the dayroom at one time, and no dayroom encompasses less than 100 square feet of space (exclusive of lavatories, showers, and toilets).

***Comment:***

While the standard establishes a minimum square footage for any dayroom, total square footage is calculated for the maximum number of users at one time rather than the total number of inmates served.

**3-ALDF-2C-06**  
(Ref. 2-5128)

There is at least one multipurpose room available for inmate activities such as religious services, education programs, or visiting.  
(Existing, renovation, addition, new plant)

***Comment:***

None.

**3-ALDF-2C-07**  
(Ref. New)

Dayrooms provide sufficient seating and writing surfaces for every inmate using the dayroom at one time. Dayroom furnishings are consistent with the custody level of the inmates assigned.

***Comment:***

The standard provides managers and designers with flexibility in designing and furnishing dayrooms and takes into consideration the range of activities that may occur (e.g., television viewing, reading, recreation; conversation, games, and sometimes meals and work). In lower security settings, the use of "normalized" furnishings should be considered.

## Toilets

**3-ALDF-2C-08**  
(Ref. 2-5112)

**Inmates have access to toilets and hand-washing facilities 24 hours per day and are able to use toilet facilities without staff assistance when they are confined in their cells/sleeping areas.**

**Toilets are provided at a minimum ratio of one for every 12 inmates in male facilities and one for every eight inmates in female facilities. Urinals may be substituted for up to one-half of the toilets in male facilities. All housing units with three or more inmates have a minimum of two toilets.**

---

***Comment:***

**The standard ensures the availability of toilets and requires a measure of privacy and control for users. At the same time, the standard provides flexibility for designers and managers, who have increased options for "dry" cells if toilet facilities are accessible by other means (e.g., push-button locks on cells for use during the night). Creative design approaches that increase privacy and decrease management problems associated with congregate facilities (e.g., creation of a series of "single occupancy" toilet areas) are encouraged.**

## Wash Basins

**3-ALDF-2C-09**  
(Ref. New)

**Inmates have access to operable wash basins with hot and cold running water in the housing units at a minimum ratio of one basin for every 12 occupants.**

---

***Comment:***

**Provision must be made for inmate access in cells or sleeping areas, dayrooms, and other parts of the facility.**

## Showers

**3-ALDF-2C-10**  
(Ref. 2-5112)

**Inmates have access to operable showers with temperature-controlled hot and cold running water at a minimum ratio of one shower for every eight inmates. Water for showers is thermostatically controlled to temperatures ranging from 100 degrees to 120 degrees Fahrenheit to ensure the safety of inmates and to promote hygienic practice.**

---

***Comment:***

**Offenders can use scalding showers as a weapon against, or punishment for, other inmates. Also, accidental injury could occur when cold water is drawn in other areas, thereby unexpectedly elevating the hot water in showers to scalding temperatures. Water temperatures below 100 degrees Fahrenheit are uncomfortable and may deter an individual from pursuing good hygienic practices. The temperature controls should not preclude the use of water at higher temperatures, if needed, in other areas of the facility, such as kitchens.**

## Special Management Housing

**3-ALDF-2C-11**  
(Ref. 2-5115,  
2-5116)      Segregation housing units provide living conditions that approximate those of the general inmate population; all exceptions are clearly documented. Segregation cells/rooms permit the inmates assigned to them to converse with and be observed by staff members.

---

*Comment:*  
None.

**3-ALDF-2C-12**  
(Ref. 2-5115)      All cells/rooms in segregation provide a minimum of 80 square feet, of which 35 square feet is unencumbered space.

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*Comment:*  
None.

## Housing for the Handicapped

**3-ALDF-2C-13**  
(Ref. 2-5142)      Handicapped inmates are housed in a manner that provides for their safety and security. Rooms, cells, or housing units used by the handicapped are designed for their use and provide for integration with the general population. Appropriate facility programs and activities are accessible to handicapped inmates confined in the facility.

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*Comment:*  
If the facility accepts handicapped individuals, it must provide for their housing and use of facility resources.

**3-ALDF-2C-14**  
(Ref. 2-5383)      Inmates participating in work or educational release programs are separated from inmates in the general population.

---

*Comment:*  
None.

## Section D Environmental Conditions

**Principle:** Environmental conditions significantly influence the overall effectiveness of facility operations. Standards for lighting, air quality, temperature, and noise levels are designed to preserve the health and well-being of inmates and staff members and to promote facility order and security.

### Light Levels

#### General

**3-ALDF-2D-01  
(Ref. New)**      **Lighting throughout the facility is determined by the tasks to be performed, interior surface finishes and colors, type and spacing of light sources, outside lighting, and shadows and glare.**

---

*Comment:*  
None.

### Inmate Rooms/Cells

**3-ALDF-2D-02  
(Ref. 2-5112)**      **Lighting in inmate rooms/cells is at least 20 footcandles at desk level and in personal grooming areas, as documented by an independent, qualified source.**

---

*Comment:*  
None.

### Natural Light

#### Inmate Rooms/Cells

**3-ALDF-2D-03  
(Ref. New)**      **All inmate rooms/cells provide access to natural light.  
(Existing, renovation, addition only)**

---

*Comment:*  
None.

**3-ALDF-2D-04  
(Ref. 2-5112,  
2-5115)**      **Inmates in the general population who are confined in their rooms/cells for 10 or more hours daily have access to natural light by means of an opening or window of at least three square feet with a view to the outside.**

**Inmates in the general population who are confined in their rooms/cells for less than 10 hours daily have access to natural light through an opening or window as described above or through an opening or window of at least three square feet between their room/cell and an adjacent space.  
(New construction only)**

---

*Comment:*  
None.

## Dayrooms

**3-ALDF-2D-05**  
(Ref. New) Each dayroom provides a minimum of 12 square feet of transparent glazing with a view to the outside, plus two additional square feet of glazing per inmate whose room/cell does not contain an opening or window with a view to the outside.

*Comment:*

Many inmates spend most daylight hours outside of their cells, often in the dayroom, and the standard gives designers increased options for providing natural light.

**3-ALDF-2D-06**  
(Ref. 2-5112) Noise levels in inmate housing units do not exceed 70 dBA (A Scale) in daytime and 45 dBA (A Scale) at night.

*Comment:*

None.

## Indoor Air Quality

**3-ALDF-2D-07**  
(Ref. New) Written policy, procedure, and practice provide that a ventilation system is provided that supplies at least 15 cubic feet per minute of circulated air per occupant with a minimum of five cubic feet per minute of outside air. Toilet rooms and cells with toilets shall have no less than four airchanges per hour. Air quantities shall be documented by a qualified independent source.

*Comment:*

The required air quantities shall be provided when the building or portion of the building is occupied.

**3-ALDF-2D-08**  
(Ref. New) Written policy, procedure, and practice govern the smoking practices of all persons in the facility and designate appropriate smoking and nonsmoking areas.

*Comment:*

An increasing body of medical research indicates a need for control of smoking practices.

## Heating and Cooling

**3-ALDF-2D-09**  
(Ref. 2-5112) Temperatures in indoor living and work areas are appropriate to the summer and winter comfort zones.

*Comment:*

Temperature and humidity should be capable of being mechanically raised or lowered to acceptable comfort levels.

## Section E Program and Service Areas

**Principle:** Adequate space must be provided for the various program and service functions conducted within the facility. Spatial requirements are best determined by careful assessment of how, when, and by how many inmates such spaces are used.

### Exercise and Recreation

**3-ALDF-2E-01**  
(Ref. 2-5125)

Outdoor and covered/enclosed exercise areas for general population inmates are provided in sufficient number to ensure that each inmate is offered at least one hour of access daily. Use of outdoor areas is preferred, but covered/enclosed areas must be available for use in inclement weather. Covered/enclosed exercise areas can be designed for multiple uses as long as the design and furnishings do not interfere with scheduled exercise activities.

The minimum space requirements for exercise areas are as follows:

- outdoor exercise areas—15 square feet per inmate for the maximum number of inmates expected to use the space at one time, but not less than 1,500 square feet of unencumbered space
- covered/enclosed exercise areas in facilities of 100 or more inmates—15 square feet per inmate for the maximum number of inmates expected to use the space at one time, with a minimum ceiling height of 18 feet, but not less than 1,000 square feet of unencumbered space
- covered/enclosed exercise areas in facilities of less than 100 inmates—15 square feet per inmate for the maximum number of inmates expected to use the space at one time, with a minimum ceiling height of 18 feet, but not less than 500 square feet of unencumbered space

---

**Comment:**

Exercise/recreation spaces are not the same as dayrooms, although dayrooms can provide additional opportunities for some exercise and recreation activities. The standard establishes performance requirements for exercise spaces, offering design and operational flexibility. It allows facilities in some climates to cover and/or enclose a yard, while others will have to provide indoor space; these spaces do not have to be "indoor" but must be fully functional when the outdoor areas are not feasible for use.

**3-ALDF-2E-02**  
(Ref. 2-5144)

The minimum space requirements for outdoor and covered/enclosed exercise areas for segregation units are 15 square feet per inmate expected to use the space at one time, with a minimum ceiling height of 18 feet in covered/enclosed areas, but not less than 500 square feet of unencumbered space.

---

**Comment:**

None.

## Visiting

**3-ALDF-2E-03  
(Ref. New)**

Sufficient space is provided for a visiting room and contact visiting when appropriate. There is adequately designed space to permit appropriate screening and searching of both inmates and visitors. Space is provided for the storage of visitors' coats, handbags, and other personal items not allowed into the visiting area.

---

*Comment:*

None.

## Classrooms

**3-ALDF-2E-04  
(Ref. New)**

In facilities offering academic and vocational training programs, classrooms are designed in consultation with school authorities.  
(Renovation, addition, new construction only)

---

*Comment:*

Space requirements that afford safety and mobility are necessary in both the educational and vocational areas.

## Dining

**3-ALDF-2E-05  
(Ref. New)**

Dining space is sufficient to serve all inmates in four or fewer shifts per meal while giving each inmate the opportunity to have at least 20 minutes of dining time for each meal.

---

*Comment:*

None.

## Food Service

### Food Preparation Areas

**3-ALDF-2E-06  
(Ref. 2-5126)**

The food preparation area includes a space for food preparation based on population size, type of food preparation, and methods of meal service.

---

*Comment:*

None.

### Food Storage

**3-ALDF-2E-07  
(Ref. 2-5241)**

There are sanitary, temperature-controlled facilities for the storage of all foods.

---

*Comment:*

None.

## Sanitation and Hygiene

**3-ALDF-2E-08** Toilet and wash basin facilities are available to food service personnel and inmates  
(Ref. 2-5235) in the vicinity of the food preparation area.

---

*Comment:*  
None.

## Housekeeping

**3-ALDF-2E-09** Adequate space is provided for janitorial closets accessible to the living and  
(Ref. 2-5130) activity areas. The closets are equipped with a sink and cleaning implements.

---

*Comment:*  
None.

## Clothing and Supplies

**3-ALDF-2E-10** Space is provided in the facility to store and issue clothing, bedding, cleaning  
(Ref. New) supplies, and other items required for daily operations.

---

*Comment:*  
None.

## Personal Property

**3-ALDF-2E-11** Space is provided for storing the personal property of inmates safely and securely.  
(Ref. 2-5131)

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*Comment:*  
None.

## Mechanical Equipment

**3-ALDF-2E-12** Separate and adequate space is provided for mechanical and electrical equip-  
(Ref. 2-5148) ment.

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*Comment:*  
None.

## Commissary/Canteen

**3-ALDF-2E-13** Space is provided for an inmate commissary or canteen, or provisions are made  
(Ref. New) for a commissary service.

---

*Comment:*  
None.



## Section F Administrative and Staff Areas

**Principle:** All levels of staff must be provided with adequate space to carry out their responsibilities safely and effectively.

### Administrative Areas

**3-ALDF-2F-01  
(Ref. 2-5127)**

Adequate space is provided for administrative, security, professional, and clerical staff; this space includes conference rooms, storage room for records, public lobby, and toilet facilities.

---

**Comment:**

None.

### Staff Areas

**3-ALDF-2F-02  
(Ref. 2-5127)**

Staff needs are met through providing adequate spaces in locations that are convenient for use. Staff are provided with the following:

- an area to change clothes and to shower
- an area, room, and/or employee lounge that offers privacy from inmates and provides space for meals
- access to exercise/physical training facilities and equipment
- space for training
- space for shift change briefings
- toilets and wash basins that are not used by inmates

---

**Comment:**

Facilities are appropriate for male and female staff.

### Accessibility to the Handicapped

**3-ALDF-2F-03  
(Ref. 2-5143)**

All parts of the facility that are accessible to the public are accessible to and usable by handicapped staff and visitors.

---

**Comment:**

None.

## Section G Security

**Principle:** The physical plant supports the orderly and secure functioning of the facility.

### Control Center

**3-ALDF-2G-01**  
(Ref. 2-5164)

Space is provided for a 24-hour control center for monitoring and coordinating the facility's security, life safety, and communications systems. The control center provides access to a wash basin and toilet.

---

**Comment:**

The control center should contain sufficient space for monitoring and coordination of all internal and external security systems, communications systems, safety alarms and detection systems, and other mechanical and electrical systems.

### Perimeter Security

**3-ALDF-2G-02**  
(Ref. New)

The facility's perimeter is controlled by appropriate means to provide that inmates remain within the perimeter and to prevent access by the general public without proper authorization.

---

**Comment:**

The means chosen to ensure perimeter security should reflect the facility's needs based on size and the degree of security required. Some methods are perimeter surveillance devices (e.g., electronic, pressure, or sound detection systems), mobile patrols, or a combination of these techniques. All areas adjacent to the perimeter should be visible under all conditions.

### Entrances and Exits

**3-ALDF-2G-03**  
(Ref. New)

Pedestrians and vehicles enter and leave at designated points in the perimeter. Safety vestibules and sally ports constitute the only breaches in the perimeter.

---

**Comment:**

None.

### Security Equipment Storage

**3-ALDF-2G-04**  
(Ref. 2-5184)

Firearms, chemical agents, and related security items are stored in a secure but readily accessible depository outside of inmate housing and activity areas.

---

**Comment:**

None.

**3-ALDF-2G-05  
(Ref. 2-5120)  
Mandatory**

The facility has exits that are properly positioned, clear, and distinctly and permanently marked to ensure the timely evacuation of inmates and staff in the event of fire or other emergency. All housing areas and places of assembly for 50 or more persons have two exits.

(Existing, renovation, addition, new plant)

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*Comment:*

Emergency exits should be provided to ensure the safety of inmates, staff, and visitors. The exits should be positioned in such a manner that if one exit is blocked by fire and/or smoke, the other exit is available. All exits should be continuously visible at all times, kept clear and free of obstructions, and maintained in a usable condition. They should lead directly to a hazard-free area where adequate supervision can be provided. Battery-operated electric lights, portable lamps, or lanterns should not be used for primary illumination of exits. Electric battery-operated lighting may be used as an emergency source where normal lighting has failed, as defined in the National Fire Protection Association's National Electrical Code. These requirements also apply to exits in buildings designed for public or common use.

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## Part Three

# Institutional Operations

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### Section A

#### Security and Control

**Principle:** The facility uses a combination of supervision, inspection, accountability, and clearly-defined policies and procedures on use of weapons and force to promote safe and orderly operations.

#### Security Manual

**3-ALDF-3A-01**  
(Ref. 2-5163)

There is a manual containing all procedures for facility security and control, with detailed instructions for implementing these procedures. The manual is available to all staff, reviewed at least annually, and updated if necessary.

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**Comment:**

The manual should contain information on physical plant inspection; inmate counts; weapons and chemical agent control; contraband; key control; tool and equipment control; and emergency procedures.

#### Control Center

**3-ALDF-3A-02**  
Ref. 2-5165)

The facility has a communication system between the control center and inmate living areas.

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**Comment:**

A mechanical or audio communication system should be used to supplement direct staff supervision activities (e.g., to advise staff of emergency needs), not as a substitute for staff supervision.

#### Correctional Officer Assignments

**3-ALDF-3A-03**  
(Ref. 2-5173)

Correctional officer posts are located in or immediately adjacent to inmate living areas to permit officers to hear and respond promptly to emergency situations. The assisting officer may be physically available or within sight or sound of the officer entering the unit.

---

**Comment:**

The presence of correctional officers within hearing distance of inmate living quarters can help prevent inmate misbehavior and avoid disturbances. The assisting officer should be able to provide assistance personally or to summon emergency assistance from others.

- 3-ALDF-3A-04**  
(Ref. 2-5172)
- The facility has the staff needed to provide full coverage of designated security posts, full surveillance of inmates, and to perform all ancillary functions.
- 
- Comment:*  
None.
- 3-ALDF-3A-05**  
(Ref. 2-5192)
- There are written orders for every correctional officer post. These orders are reviewed annually and updated if necessary.
- 
- Comment:*  
Written orders should specify the duties of each post and the procedures to be followed to carry out the assignment. Copies of the post orders should be available for all employees.
- 3-ALDF-3A-06**  
(Ref. 2-5193)
- Written policy, procedure, and practice provide that personnel read the appropriate post order each time they assume a new post and sign and date the post order.
- 
- Comment:*  
None.
- 3-ALDF-3A-07**  
(Ref. 2-5171-1)
- Written policy, procedure, and practice facilitate personal contact and interaction between staff and inmates.
- 
- Comment:*  
Staff effectiveness is limited if the only staff available are placed in isolated control centers during periods of inmate activity in the housing units.
- 3-ALDF-3A-08**  
(Ref. 2-5171-2)
- Written policy, procedure, and practice require that when both males and females are housed in the facility, at least one male and one female staff member are on duty at all times.
- 
- Comment:*  
None.
- 3-ALDF-3A-09**  
(Ref. 2-5200)
- Written policy, procedure, and practice provide that no inmate or group of inmates is given control or authority over other inmates.
- 
- Comment:*  
None.

## Permanent Log

**3-ALDF-3A-10**  
(Ref. 2-5201)      **Written policy, procedure, and practice require that correctional staff maintain a permanent log and prepare shift reports that record routine information, emergency situations, and unusual incidents.**

**Comment:**

Adequate supervision of inmates requires a formal, written reporting system. Each correctional officer in each housing unit on each shift should maintain detailed records of pertinent information regarding individual inmates and groups of inmates.

## Patrols and Inspections

**3-ALDF-3A-11**  
(Ref. 2-5176)      **Written policy, procedure, and practice provide that supervisory staff conduct a daily patrol, including holidays and weekends, of all areas occupied by inmates and submit a daily written report to their supervisor. Unoccupied areas are to be inspected weekly.**

**Comment:**

Matters requiring further attention (e.g., staff and inmate concerns; faulty, unsafe, or dirty conditions) should be reported in writing for review and further action.

**3-ALDF-3A-12**  
(Ref. 2-5177)      **Written policy, procedure, and practice require that the facility administrator or designee, assistant facility administrator, and designated department heads visit the facility's living and activity areas at least weekly to encourage informal contact with staff and inmates and to informally observe living and working conditions.**

**Comment:**

Arrangements should be made for inmates to have informal access to key staff. This can be achieved through staff visits to the housing units, work areas, educational and recreational areas, and other areas in the facility where inmates can be contacted during the day or evening. Policy should specify which department heads are expected to make at least weekly visits and should encourage other department heads and supervisory staff to visit these areas as often as practical.

**3-ALDF-3A-13**  
(Ref. 2-5177)      **Written policy, procedure, and practice require that the chief security officer or qualified designee conduct at least weekly inspections of all security devices needing repair or maintenance and report the results of the inspections in writing.**

**Comment:**

There should be a scheduled maintenance procedure to ensure that all bars, locks, windows, doors, and other security devices are fully operational. Emergency keys should be checked at least quarterly to ensure they are in working order. The results of all inspections should be submitted in writing to the facility administrator and/or the officer in charge of security.

### Inmate Counts

**3-ALDF-3A-14 (Ref. 2-5178)** The facility has a system for physically counting inmates. The system includes strict accountability for inmates assigned to work and educational release, furloughs, and other approved temporary absences.

*Comment:*  
There should be at least one inmate count per shift. Counts should be scheduled so that they do not conflict with activity programs and normal operating procedures. The officer responsible for maintaining the master count record should have up-to-the-minute information regarding all inmate housing modules, work assignment changes, hospital admissions, etc. Adequate checks should be instituted to allow for human error. All inmates in legal custody should be accounted for in the master count; all temporary absences from the facility should be explained in writing.

### Inmate Movement

**3-ALDF-3A-15 (Ref. 2-5170)** Written policy, procedure, and practice provide that staff regulate inmate movement.

*Comment:*  
All inmate movement from one location to another should be controlled and supervised by staff, including individual and group inmate movement to and from work and program assignments. A master pass list for each day can assist in accounting for movement without restricting or discouraging participation in program activities.

**3-ALDF-3A-16 (Ref. 2-5203)** Written policy and procedure govern the transportation of inmates outside the facility and from one jurisdiction to another.

*Comment:*  
Guidelines for transporting inmates should emphasize safety and should be made available to all personnel involved in transporting inmates. The facility should have policies governing the use of restraints.

### Use of Restraints

**3-ALDF-3A-17 (Ref. 2-5199)** Written policy, procedure, and practice provide that instruments of restraint, such as handcuffs, irons, and straightjackets, are never applied as punishment and are applied only with the approval of the facility administrator or designee.

*Comment:*  
Instruments of restraint should be used only as a precaution against escape during transfer; for medical reasons; by direction of the medical officer; or to prevent self-injury, injury to others, or property damage. Restraints should not be applied for more time than is absolutely necessary.

## Control of Contraband

**3-ALDF-3A-18  
(Ref. 2-5179)**

Written policy, procedure, and practice provide for searches of facilities and inmates to control contraband and provide for its disposition. These policies are made available to staff and inmates; policies and procedures are reviewed at least annually and updated if necessary.

---

*Comment:*  
None.

**3-ALDF-3A-19  
(Ref. 2-5180)**

Written policy, procedure, and practice provide that manual or instrument inspection of body cavities is conducted only when there is reason to do so and when authorized by the facility administrator or designee. The inspection is conducted in private by health care personnel or correctional personnel trained by health care personnel.

---

*Comment:*  
None.

**3-ALDF-3A-20  
(Ref. 2-5180)**

Written policy, procedure, and practice provide that visual inspection of inmate body cavities is conducted based on a reasonable belief that the inmate is carrying contraband or other prohibited material. The inspection is conducted by trained staff in private.

---

*Comment:*  
Strip searches may be conducted following such activities as contact visiting, return to the facility from furlough, and other activities based on the security level of the inmate.



## Controlled Access and Use of Keys

**3-ALDF-3A-21**  
(Ref. 2-5190)

Written policy and procedure govern the control and use of keys.

*Comment:*

The key control system should provide a current accounting of the location and possessor of each key. All keys should be issued from the central control area, and a log should be used to record the number of each key issued, the location of the lock, the number of keys to that lock, and the names of all employees possessing a key.

Keys should be stored so that their presence or absence can be easily determined. Keys should be returned to the control center daily. All keys should be numbered, and the facility should maintain at least one duplicate key for each lock. Fire and emergency keys should be color-coded and marked for identification by touch. Inmates should not possess keys other than those to living quarters or work assignments, when appropriate, and to personal lockers.

## Tools and Equipment

**3-ALDF-3A-22**  
(Ref. 2-5191)

Written policy and procedure govern the control and use of tools and culinary and medical equipment.

*Comment:*

Tools and utensils that can cause death or serious injury (e.g., hacksaws, welding equipment, butcher knives, barber shears) should be locked in control panels and issued in accordance with a prescribed system. Provision should be made for checking tools and utensils in and out to control their use at all times.

## Vehicles

**3-ALDF-3A-23**  
(Ref. 2-5204)

Written policy and procedure govern the use and security of facility vehicles.

*Comment:*

None.

**3-ALDF-3A-24**  
(Ref. 2-5205)

Written policy and procedure govern the use of personal vehicles for official purposes and include provisions for insurance coverage.

*Comment:*

Written policy should specify the conditions for the official use of personal vehicles and the limits of facility liability.

## Security Equipment

### General Policies and Practice

**3-ALDF-3A-25**  
(Ref. 2-5183)

Written policy and procedure govern the availability, control, and use of chemical agents, electrical disablers, and related security devices and specify the level of authority required for their access and use. Chemical agents and electrical disablers are used only with the authorization of the facility administrator or designee.

---

*Comment:*

Based on an analysis of the physical plant and the size and profile of the inmate population, designated staff should determine what firearms, chemical agents, electrical disablers, and other security devices (such as shields, batons, helmets, gloves, and body protectors) the facility needs. Written policies and procedures should specify the level of authority required for access to and use of security devices.

**3-ALDF-3A-26**  
(Ref. 2-5186)

Written policy, procedure, and practice provide that the facility maintains a written record of routine and emergency distributions of security equipment.

---

*Comment:*

The written record should detail who receives security equipment and what equipment they receive.

**3-ALDF-3A-27**  
(Ref. 2-5184)

Firearms, chemical agents, and related security equipment are inventoried at least monthly to determine their condition and expiration dates.

---

*Comment:*

Written policy should specify who has access to the depository where the security equipment is stored.

**3-ALDF-3A-28**  
(Ref. 2-5187)

Written policy, procedure, and practice require that personnel discharging firearms, using chemical agents or any other weapon, or using force to control inmates submit written reports to the facility administrator or designee no later than the conclusion of the tour of duty.

---

*Comment:*

All instances involving the discharge of firearms and use of chemical agents should be documented to establish the identity of the personnel and inmates involved and to describe the nature of the incident.

**3-ALDF-3A-29**  
(Ref. 2-5188)  
Mandatory

Written policy, procedure, and practice provide that all persons injured in an incident receive immediate medical examination and treatment.

---

*Comment:*

Immediate medical examination and treatment should be required in all instances involving the use of a weapon or chemical agent.

## Use of Firearms

**3-ALDF-3A-30**  
**(Ref. 2-5196)**

Written policy, procedure, and practice provide for the safe unloading and reloading of firearms.

**Comment:**

There should be a process for the unloading and reloading of firearms for both facility personnel and visiting law enforcement officers to ensure that these actions present the least possible danger.

**3-ALDF-3A-31**  
**(Ref. 2-5198)**  
**Mandatory**

Written policy, procedure, and practice restrict the use of physical force to instances of justifiable self-defence, protection of others, protection of property, and prevention of escapes, and then only as a last resort and in accordance with appropriate statutory authority. In no event is physical force justifiable as punishment. A written report is prepared following all uses of force and is submitted to administrative staff for review.

**Comment:**

Correctional personnel should be prepared to justify their use of physical force. The phrase "as a last resort" may be defined through appropriate statutory authority.

**3-ALDF-3A-32**  
**(Ref. 2-5185)**  
**Mandatory**

Written policy and procedure govern the use of firearms and include the following requirements:

1. Weapons are subjected to stringent safety regulations and inspections.
2. A secure weapons locker is located outside the security perimeter of the facility.
3. Except in emergency situations, firearms and weapons such as nightsticks are permitted only in designated areas to which inmates have no access.
4. Employees supervising inmates outside the facility perimeter follow procedures for the security of weapons.
5. Employees are instructed to use deadly force only after other actions have been tried and found ineffective, unless the employee believes that a person's life is immediately threatened.
6. Employees on duty only use firearms or other security equipment that have been approved through the facility and only when directed by or authorized by the facility administrator.

**Comment:**

None.

## Protection from Unreasonable Searches

**3-ALDF-3E-09**  
(Ref. New)

Written policy, procedure, and practice govern all searches and preservation of evidence when an inmate is suspected of a new crime. Such searches are authorized only by the facility administrator or designee unless immediate action is necessary; in such cases the facility administrator or designee is fully informed as soon as possible after the search.

**Comment:**

Searches directed at solving a possible new crime should include provisions for the preservation of evidence as well as the legal protection of individual rights afforded under the Fourth Amendment. Regulations should specify the circumstances and manner in which such searches are to be conducted.

## Freedom in Personal Grooming

**3-ALDF-3E-10**  
(Ref. New)

Written policy, procedure, and practice allow freedom in personal grooming except when a valid interest justifies otherwise.

**Comment:**

Inmates should be permitted freedom in personal grooming as long as their appearance does not conflict with the facility's requirements for safety, security, identification, and hygiene. All regulations concerning personal grooming should be the least restrictive necessary.

## Grievance Procedures

**3-ALDF-3E-11**  
(Ref. 2-5303)

There is a written inmate grievance procedure that is made available to all inmates and includes at least one level of appeal.

**Comment:**

A grievance procedure is an administrative means for the expression and resolution of inmate problems. The facility's grievance mechanism should include provisions for the following: written responses to all grievances, including the reasons for the decision; response within a prescribed, reasonable time limit, with special provisions for responding to emergencies; supervisory review of grievances; participation by staff and inmates in the procedure's design and operation; access by all inmates, with guarantees against reprisals; applicability over a broad range of issues; and means for resolving questions of jurisdiction.

## Access to Programs and Services

**3-ALDF-3E-04**  
(Ref. 2-5301,  
2-5370)

Written policy, procedure, and practice provide that program access, work assignments, and administrative decisions are made without regard to inmates' race, religion, national origin, sex, handicap, or political views.

*Comment:*

Inmates should be assured equal opportunities to participate in all facility programs.

**3-ALDF-3E-05**  
(Ref. 2-5370)

Should males and females be housed in the same facility, equal opportunities are provided for participation in programs and services.

*Comment:*

None.

**3-ALDF-3E-06**  
(Ref. 2-5118)

When both males and females are housed in the same facility, they are provided separate sleeping quarters but equal access to all available services and programs. Neither sex is denied opportunities solely on the basis of their smaller number in the population.

*Comment:*

None.

## Access to Media

**3-ALDF-3E-07**  
(Ref. 2-5300)

Written policy, procedure, and practice grant inmates the right to communicate or correspond with persons or organizations, subject only to the limitations necessary to maintain order and security.

*Comment:*

None.

## Protection from Harm

**3-ALDF-3E-08**  
(Ref. 2-5302)  
Mandatory

Written policy, procedure, and practice protect inmates from personal abuse, corporal punishment, personal injury, disease, property damage, and harassment.

*Comment:*

In situations where physical force or disciplinary detention is required, only the least drastic means necessary to secure order or control should be used. Special management units should be used to protect inmates from themselves or other inmates.

## **Section E Inmate Rights**

**Principle: The facility protects the safety and constitutional rights of inmates and seeks a balance between expression of individual rights and preservation of facility order.**

### **Access to Courts**

**3-ALDF-3E-01  
(Ref. 2-5293)**      **Written policy, procedure, and practice ensure the right of inmates to have access to courts.**

---

***Comment:***

**The right of access to the courts minimally provides that inmates have the right to present any issue, including the following: challenging the legality of their conviction or confinement; seeking redress for illegal conditions or treatment while under correctional control; pursuing remedies in connection with civil legal problems; and asserting against correctional or other government authority any other rights protected by constitutional or statutory provision or common law. Inmates seeking judicial relief are not subjected to reprisals or penalties because of the decision to seek such relief.**

### **Access to Counsel**

**3-ALDF-3E-02  
(Ref. 2-5294)**      **Written policy, procedure, and practice ensure and facilitate inmate access to counsel and assist inmates in making confidential contact with attorneys and their authorized representatives; such contact includes, but is not limited to, telephone communications, uncensored correspondence, and visits.**

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***Comment:***

**Facility authorities should assist inmates in making confidential contact with attorneys and their authorized representatives; these representatives may include law students, special investigators, lay counsel, or other persons who have a legitimate connection with the legal issue being pursued. Provision should be made for visits during normal facility hours, uncensored correspondence, telephone communications, and after-hours visits requested because of special circumstances.**

### **Access to Law Library**

**3-ALDF-3E-03  
(Ref. 2-5295)**      **Written policy, procedure, and practice provide that inmates have access to legal materials if there is not adequate free legal assistance to help them with criminal, civil, and administrative legal matters.**

**Inmates have access to paper, typewriters or typing service, and other supplies and services related to legal matters.**

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***Comment:***

**None.**

## Telephone Privileges

**3-ALDF-3D-21**      **Written policy, procedure, and practice provide that inmates are allowed telephone privileges.**  
(Ref. 2-5220)

***Comment:***

This standard also applies to inmates held in disciplinary detention for more than 60 days.

**3-ALDF-3D-22**      **Written policy and procedure provide that inmates in administrative segregation and protective custody are allowed telephone privileges.**  
(Ref. 2-5220)

***Comment:***

None.

**3-ALDF-3D-23**      **Written policy and procedure provide that inmates in disciplinary detention are allowed limited telephone privileges consisting of telephone calls related specifically to access to the judicial process and family emergencies as determined by the facility administrator or designee.**  
(Ref. 2-5219)

***Comment:***

None.

## Administrative Segregation/Protective Custody

**3-ALDF-3D-24**      **Written policy, procedure, and practice provide that inmates in protective custody have access to programs and services that include, but are not limited to, the following:**  
(Ref. 2-5224)

- educational services
- commissary services
- library services
- social services
- counseling services
- religious guidance
- recreational programs

***Comment:***

Although services and programs cannot be identical to those provided to the general population, there should be no major differences for reasons other than danger to life, health, or safety. Inmates in administrative segregation and protective custody should have the opportunity to receive treatment from professionals such as social workers, psychologists, counselors, and psychiatrists. The standard also applies to inmates held in disciplinary detention for more than 60 days.

## Programs and Services

**3-ALDF-3D-16**  
(Ref. 2-5217)

Written policy, procedure, and practice provide that inmates in special management units can write and receive letters on the same basis as inmates in the general population.

*Comment:*

Letters should be delivered promptly. Any item rejected consistent with policy and procedure should be returned to the sender, and the inmate should be advised of the reason for the rejection.

## Visiting

**3-ALDF-3D-17**  
(Ref. 2-5218)

Written policy, procedure, and practice provide that inmates in special management units have opportunities for visitation unless there are substantial reasons for withholding such privileges.

*Comment:*

Every effort should be made to notify approved visitors of any restrictions on visiting; if time allows, the burden of this notification may be placed on the inmate.

## Access to Legal and Reading Materials

**3-ALDF-3D-18**  
(Ref. 2-5221)

Written policy, procedure, and practice provide that inmates in special management units have access to legal materials.

*Comment:*

To ensure legal rights, inmates in special management units should have access to both personal legal materials and available legal reference materials. Reasonable arrangements should be made to assist the inmates in meeting court deadlines.

**3-ALDF-3D-19**  
(Ref. 2-5222)

Written policy, procedure, and practice provide that inmates in special management units have access to reading materials.

*Comment:*

Inmates in special management units should be provided a sufficient quantity of reading materials and have the opportunity to borrow reading materials from the facility's library.

## Exercise Outside of Cell

**3-ALDF-3D-20**  
(Ref. 2-5223)

Written policy, procedure, and practice provide that inmates in special management units receive a minimum of one hour of exercise per day outside their cells, five days per week, unless security or safety considerations dictate otherwise.

*Comment:*

Inmates in special management units should be provided with the opportunity to exercise in an area designated for this purpose, with opportunities to exercise outdoors, weather permitting, unless security or safety considerations dictate otherwise. A written record should be kept of each inmate's participation in the exercise program. Reasons for the imposition of constraints should be documented.



## General Conditions of Confinement

**3-ALDF-3D-12**  
(Ref. New)      **Written policy, procedure, and practice provide that all inmates in special management units are provided prescribed medication, clothing that is not degrading, and access to basic personal items for use in their cells unless there is imminent danger that an inmate or any other inmate(s) will destroy an item or induce self-injury.**

***Comment:***

Inmates in segregation should be provided basic items needed for personal hygiene as well as items such as eyeglasses and writing materials. Clothing should be that of the general population unless an adjustment is necessary for self-protection, such as removal of a belt to prevent a suicide attempt, and any clothing adjustment should be justified in writing by an appropriate official. If a supervisor judges that there is imminent danger an inmate will destroy an item or use it to induce self-injury, the inmate may be deprived of the item; in such cases, every effort should be made to supply a substitute for the item or to permit the inmate to use the item under the supervision of an officer.

**3-ALDF-3D-13**  
(Ref. 2-5215)      **Written policy, procedure, and practice provide that inmates in special management units have the opportunity to shave and shower at least three times per week.**

***Comment:***

Inmates in special management units should have the opportunity to maintain an acceptable level of personal hygiene unless these procedures cause an undue security hazard. If conditions permit, the inmates should be able to shower daily.

**3-ALDF-3D-14**  
(Ref. 2-5216)      **Written policy, procedure, and practice provide that inmates in special management units receive laundry, barbering, and hair care services and are issued and exchange clothing, bedding, and linen on the same basis as inmates in the general population. Exceptions are permitted only when found necessary by the senior officer on duty; any exception is recorded in the unit log and justified in writing.**

***Comment:***

None.

**3-ALDF-3D-15**  
(Ref. 2-5213)      **Written policy and procedure provide that whenever an inmate in segregation is deprived of any usually authorized item or activity, a report of the action is made and forwarded to the facility administrator.**

***Comment:***

None.

**Supervision****3-ALDF-3D-08  
(Ref. New)**

Written policy, procedure, and practice require that all special management inmates are personally observed by a correctional officer at least every 30 minutes on an irregular schedule. Inmates who are violent or mentally disordered or who demonstrate unusual or bizarre behavior receive more frequent observation; suicidal inmates are under continuous observation.

---

*Comment:*  
None.

**3-ALDF-3D-09  
(Ref. 2-5226)**

Written policy and procedure provide that inmates in segregation receive daily visits from the chief security officer or shift supervisor, members of the program staff on request, and a qualified health care official three times per week unless medical attention is needed more frequently.

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*Comment:*  
None.

**3-ALDF-3D-10  
(Ref. 2-5226)**

Written policy and procedure govern the selection criteria, supervision, and rotation of staff who work directly with inmates in special management units.

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*Comment:*

Procedures should be established to supervise and evaluate the on-the-job performance of all staff who work with inmates in segregation, and there should be administrative procedures for promptly removing ineffective staff. Officers assigned to these positions should have completed their probationary period. The need for rotation should be based on the intensity of the assignment.

**3-ALDF-3D-11  
(Ref. 2-5225)**

Written policy, procedure, and practice provide that staff operating special management units maintain a permanent log.

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*Comment:*

The log should contain the following information for each inmate admitted to segregation: name, number, housing location, date admitted, type of infraction or reason for admission, tentative release date, and special medical or psychiatric problems or needs. The log also should be used to record all visits by officials who inspect the units or counsel the inmates, all unusual inmate behavior, and all releases.

## Admission and Review of Status

**3-ALDF-3D-03  
(Ref. 2-5212)**      **Written policy, procedure, and practice provide that an inmate is admitted to protective custody status when there is documentation that protective custody is warranted and no reasonable alternatives are available.**

---

***Comment:***

Protective custody should be used only for short periods of time, except when an inmate needs long-term protection and the facts are well documented. Admission to protective custody should be fully documented with a consent form signed by the inmate.

**3-ALDF-3D-04  
(Ref. 2-5208)**      **Written policy, procedure, and practice provide that an inmate is placed in disciplinary detention for a rule violation only after a hearing.**

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***Comment:***

None.

**3-ALDF-3D-05  
(Ref. 2-5210)**      **Written policy, procedure, and practice provide for a review of the status of inmates in administrative segregation and protective custody every seven days for the first two months and at least every 30 days thereafter.**

---

***Comment:***

A hearing should be held to review the status of any inmate who spends more than seven continuous days in administrative segregation or protective custody to determine whether the reasons for the placement still exist.

**3-ALDF-3D-06  
(Ref. 2-5211)**      **Written policy, procedure, and practice specify the review process used to release an inmate from administrative segregation or protective custody.**

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***Comment:***

An inmate should be released by action of the appropriate authority.

**3-ALDF-3D-07  
(Ref. 2-5313)**      **There is a sanctioning schedule for rule violations. The maximum sanction for rule violations is no more than 60 days for all violations arising out of one incident. Continuous confinement for more than 30 days requires the review and approval of the facility administrator.**

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***Comment:***

The time an inmate spends in disciplinary detention should be proportionate to the offense committed and take into consideration the inmate's prior conduct, specific program needs, and other relevant factors.

## Section D Special Management

*Note: "Segregation" is the generic term used to encompass administrative segregation, protective custody, and disciplinary detention. (See glossary definition.)*

**Principle:** Inmates who threaten the secure and orderly management of the facility may be removed from the general population and placed in special units.

### General Policy and Practice

**3-ALDF-3D-01**  
(Ref. 2-5206)

Written policy, procedure, and practice govern the operation and supervision of inmates under administrative segregation, protective custody, and disciplinary detention.

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**Comment:**

**Administrative segregation:** The classification committee or, in an emergency, the facility administrator may place in administrative segregation an inmate whose continued presence in the general population poses a serious threat to life, property, self, staff, or other inmates, or to the security or orderly running of the facility. Inmates in administrative segregation because of behavioral problems should be provided with programs conducive to their well-being. Inmates pending investigation for a trial on a criminal act or pending transfer can also be placed in administrative segregation; this segregation may be for relatively extensive periods of time.

**Protective custody:** Inmates requesting or requiring protection from the general population may be placed in protective custody. Inmates in protective custody should be allowed to participate in as many as possible of the programs afforded the general population, providing such participation does not threaten facility security. Each protective custody case should be reviewed frequently with the goal of terminating the separate housing assignment as soon as possible.

**Disciplinary detention:** The disciplinary committee may place inmates with serious rule violations in disciplinary detention only after an impartial hearing has determined (1) that other available alternative dispositions are inadequate to regulate the inmate's behavior within acceptable limits and (2) that the inmate's presence in the general inmate population poses a serious threat to the orderly operation or security of the facility.

Total isolation as punishment for a rule violation is not an acceptable practice; when exceptions occur, they should be justified by clear and substantiated evidence and should be fully documented.

**3-ALDF-3D-02**  
(Ref. 2-5207)

The facility administrator or shift supervisor can order immediate segregation when it is necessary to protect the inmate or others. The action is reviewed within 72 hours by the appropriate authority.

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**Comment:**

None.

**3-ALDF-3C-20**  
**(Ref. 2-5325)**

**Written policy, procedure, and practice provide that if an inmate is found not guilty of an alleged rule violation, the disciplinary report is removed from all of the inmate's files.**

---

***Comment:***

When an inmate is found guilty of only some of the rule violations he or she was originally charged with in connection with a single incident, and when that incident is described in a single disciplinary report, the inmate's record should show clearly the violations that were not proved. All disciplinary reports, regardless of disposition, may be kept and used for statistical or research purposes providing all identification is removed.

Where there are multiple incidents, alleged rule violations for which an inmate is found not guilty must be separated and removed from the inmate's file. When multiple incidents/charges are listed on a single report, charges resulting in not-guilty findings may be marked over or blacked out.

### **Review**

**3-ALDF-3C-21**  
**(Ref. 2-5323)**

**Written policy, procedure, and practice provide for review of all disciplinary hearings and dispositions by the facility administrator or designee to assure conformity with policy and regulations.**

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***Comment:***

At the conclusion of the disciplinary hearing, the hearing record should be forwarded to the facility administrator or designee for review. This review should ensure that the hearing was conducted in accordance with stated procedures and that the action taken conforms with facility regulations.

### **Appeal**

**3-ALDF-3C-22**  
**(Ref. 2-5324)**

**Written policy and procedures grant inmates the right to appeal decisions of the disciplinary hearing officer(s) to the administrator or an independent authority. The administrator or independent authority either affirms or reverses the decision of the disciplinary hearing officer(s) within five days of the appeal.**

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***Comment:***

None.

**3-ALDF-3C-17**  
**(Ref. 2-5320)**

Written policy, procedure, and practice provide that a staff member or agency representative assist inmates at disciplinary hearings if requested. A representative is appointed when it is apparent that an inmate is not capable of collecting and presenting evidence effectively on his or her own behalf.

***Comment:***

Staff members or agency representatives designated to assist inmates should be trained in and knowledgeable about facility rules and discipline, disciplinary procedures, and due process requirements. Some agencies designate a legal assistant or staff representative to assist inmates in hearings. While this meets due process safeguards, an additional intent is to provide staff assistance from a person with whom inmates are comfortable and whom they feel they can trust. Therefore, inmates should be allowed to choose persons to represent them from an approved list of facility staff members. At all times, the burden is on the agency to indicate reasons for not allowing a particular staff member to represent an inmate in a specific situation.

Inmates may not cross-examine witnesses, but staff may question witnesses who have been requested by an inmate to present evidence.

**3-ALDF-3C-18**  
**(Ref. New)**

Written policy, procedure, and practice provide that the disciplinary committee's decision is based solely on information obtained in the hearing process, including staff reports, the statements of the inmate charged, and evidence derived from witnesses and documents.

***Comment:***

Witnesses requested by the inmate may be questioned by both the inmate's representative and committee members. Witnesses who cannot respond to questions in person can be asked to submit written statements. The inmate should be permitted to obtain and submit any relevant documents.

## Hearing Record

**3-ALDF-3C-19**  
**(Ref. 2-5322)**

Written policy, procedure, and practice provide that a written record is made of the decision and the supporting reasons, and that a copy is given to the inmate. The hearing record and supporting documents are kept in the inmate's file and in the disciplinary committee's records.

***Comment:***

The disciplinary hearing record should include the decision, the disposition, and the reason for the action, unless doing so would jeopardize facility security.

## Disciplinary Hearing

**3-ALDF-3C-13**  
(Ref. 2-5317)

Written policy, procedure, and practice provide that inmates charged with rule violations are scheduled for a hearing as soon as practicable but no later than seven days—excluding weekends and holidays—after the alleged violation. Inmates are notified of the time and place of the hearing at least 24 hours in advance of the hearing.

*Comment:*

To ensure fairness and the integrity of the disciplinary process, inmates charged with rule violations should receive hearings as soon as possible unless the hearing is prevented by exceptional circumstances, unavoidable delays, or reasonable postponements. Reasons for all delays should be documented.

**3-ALDF-3C-14**  
(Ref. New)

Written policy, procedure, and practice provide for postponement or continuance of the disciplinary hearing for a reasonable period and good cause.

*Comment:*

Hearing postponement or continuance may be granted for such cause as preparation of a defense, illness or unavailability of the inmate, further investigation of factual matters relevant to the hearing, or pending criminal court prosecution. Delaying a hearing is also justifiable on the basis of factual recording of an inmate's unacceptable behavior during the hearing process or the inmate's refusal to participate in a reasonable manner.

## Conduct of Hearing

**3-ALDF-3C-15**  
(Ref. 2-5319)

Written policy, procedure, and practice provide that disciplinary hearings on rule violations are conducted by an impartial person or panel of persons. A record of the proceedings is made and maintained for at least six months.

*Comment:*

To ensure objectivity, hearings for rule violations should be conducted by persons who were not directly involved in the incident.

**3-ALDF-3C-16**  
(Ref. 2-5321)

Written policy, procedure, and practice provide that inmates have an opportunity to make a statement and present documentary evidence at the hearing and can request witnesses on their behalf; the reasons for denying such a request are stated in writing.

*Comment:*

None.

## Prehearing Action

**3-ALDF-3C-09**  
(Ref. 2-5311)

Written policy, procedure, and practice specify that, when an alleged rule violation is reported, an appropriate investigation is begun within 24 hours of the time the violation is reported and is completed without unreasonable delay, unless there are exceptional circumstances for delaying the investigation.

**Comment:**

Investigations of alleged rule violations should begin as soon as possible after the incident is reported. The investigating officer should be a staff member but not the officer who reported the incident.

**3-ALDF-3C-10**  
(Ref. New)

Within the disciplinary procedures document there is a provision for prehearing detention of inmates who are charged with a rule violation. The inmate's prehearing status is reviewed by the facility administrator or designee within 72 hours, including weekends and holidays.

**Comment:**

Prehearing detention is the confinement of an inmate in an individual cell until an investigation is completed or a hearing scheduled. Such detention should not be punitive and should be used only when necessary to ensure the inmate's safety or the security of the facility. Documentation should be provided as to the reason for detention, and no inmate should remain in prehearing detention longer than necessary.

**3-ALDF-3C-11**  
(Ref. New)

Written policy, procedure, and practice provide that an inmate charged with a rule violation receives a written statement of the charge(s), including a description of the incident and specific rules violated. The inmate is given the statement at the same time that the disciplinary report is filed with the disciplinary committee but no less than 24 hours prior to the disciplinary hearing. The hearing may be held within 24 hours with the inmate's written consent.

**Comment:**

None.

**3-ALDF-3C-12**  
(Ref. 2-5318)

Written policy and procedure provide that inmates charged with rule violations are present at the hearing, unless they waive that right in writing or through behavior. Inmates may be excluded during the testimony of any inmate whose testimony must be given in confidence. The reasons for the inmate's absence or exclusion are documented.

**Comment:**

None.



## Resolution of Minor Infractions

**3-ALDF-3C-05**  
(Ref. 2-5308)

There are written guidelines for resolving minor inmate infractions that include a written statement of the rule violated and a hearing and decision within seven days—excluding weekends and holidays—by a person not involved in the rule violation; the inmate may waive the hearing.

*Comment:*

Minor infractions do not include infractions that are resolved through an informal process.

## Criminal Violations

**3-ALDF-3C-06**  
(Ref. 2-5314)

Written policy, procedure, and practice provide that, where an inmate allegedly commits an act covered by criminal law, the case is referred to appropriate court or law enforcement officials for consideration for prosecution.

*Comment:*

Corrections and court or law enforcement officials should agree on the categories of offenses that are to be referred to them in order to eliminate minor offenses or those of no concern.

## Disciplinary Reports

**3-ALDF-3C-07**  
(Ref. 2-5309)

Written policy, procedure, and practice provide that when rule violations require formal resolution, staff members prepare a disciplinary report and forward it to the designated supervisor.

*Comment:*

None.

**3-ALDF-3C-08**  
(Ref. 2-5310)

Disciplinary reports prepared by staff members include, but are not limited to, the following information:

- specific rule(s) violated
- a formal statement of the charge
- any unusual inmate behavior
- any staff witnesses
- an explanation of the event that should include who was involved, what transpired, and the time and location of occurrence
- any physical evidence and its disposition
- any immediate action taken, including the use of force
- reporting staff member's signature and date and time of report

*Comment:*

All relevant information should be recorded on a disciplinary report form and should be as specific and comprehensive as possible.

## Section C Rules and Discipline

**Principle:** The facility's rules of conduct and sanctions and procedures for violations are defined in writing and communicated to all inmates and staff. Disciplinary procedures are carried out promptly and with respect for due process.

### Rules of Conduct

**3-ALDF-3C-01**  
(Ref. 2-5303,  
2-5306)

Written rules of inmate conduct specify acts prohibited within the facility and penalties that can be imposed for various degrees of violation; the written rules are reviewed annually and updated if necessary.

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*Comment:*

The rules should prohibit only observed behavior that can be shown clearly to have a direct, adverse effect on an inmate or on facility order and security. The rules also should specify the range of penalties that can be imposed for violations. Penalties should be proportionate to the importance of the rule and severity of the violation.

**3-ALDF-3C-02**  
(Ref. New)

There is a written set of disciplinary procedures governing inmate rule violations. These are reviewed annually and updated if necessary.

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*Comment:*

None.

**3-ALDF-3C-03**  
(Ref. 2-5305,  
2-5306)

A rulebook that contains all chargeable offenses, ranges of penalties, and disciplinary procedures is given to each inmate and staff member and is translated into those languages spoken by significant numbers of inmates. Signed acknowledgement of receipt of the rulebook is maintained in the inmate's file. When a literacy or language problem prevents an inmate from understanding the rulebook, a staff member or translator assists the inmate in understanding the rules.

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*Comment:*

Written procedures should specify how the rules and regulations are issued and presented to new inmates. Rules and regulations governing inmate conduct are of limited value unless the inmate understands them. "Posting" the rulebook is unnecessary provided there is evidence each inmate receives a copy of the rules.

**3-ALDF-3C-04**  
(Ref. 2-5307)

All personnel who work with inmates receive sufficient training so that they are thoroughly familiar with the rules of inmate conduct, the rationale for the rules, and the sanctions available.

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*Comment:*

All facility personnel who work with inmates in any way should receive continuous in-service training to prevent discrepancies among staff members in interpretation or implementation of rules of conduct.

## Threats to Security

**3-ALDF-3B-14**  
**(Ref. 2-5195)**  
**Mandatory**

There are written plans that specify the procedures to be followed in situations that threaten facility security. Such situations include but are not limited to: riots; hunger strikes; disturbances; and the taking of hostages. These plans are made available to all applicable personnel, are reviewed at least annually, and updated as needed.

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*Comment:*

The plans should designate the personnel who are to implement the procedures; when and which authorities and media should be notified; how the problem should be contained; and the procedures to be followed after the incident is quelled. The plan presupposes regular inspection and maintenance of any specialized equipment necessary to implement the procedures. All personnel should be familiar with the plans. Hospital and medical personnel should be involved in the formulation of the plans, since they are responsible for the safety of their patients.

## Escapes

**3-ALDF-3B-15**  
**(Ref. 2-5195)**

There are written procedures regarding escapes; these procedures are reviewed at least annually and updated if necessary.

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*Comment:*

Specific procedures that can be used quickly when an escape occurs should be made available to all personnel. Procedures should include the following: prompt reporting of the escape to the facility administrator; mobilization of employees; implementation of a predetermined search plan; notification of law enforcement agencies, community groups, and relevant media; preparation of escape circulars for distribution and mailing; and, after apprehension of the escapee, prompt notification of all who were previously alerted to the escape.

## Evacuation Procedures

**3-ALDF-3B-11**  
(Ref. 2-5159)  
Mandatory

There is a written evacuation plan to be used in the event of fire or major emergency. The plan is certified by an independent, outside inspector trained in the application of national fire safety codes and is reviewed annually, updated if necessary, and reissued to the local fire jurisdiction. The plan includes the following:

- location of building/room floor plans
- use of exit signs and directional arrows for traffic flow
- location of publicly posted plan
- at least quarterly drills in all facility locations, including administrative areas
- staff drills when evacuation of extremely dangerous inmates may not be included

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**Comment:**

The evacuation plan should specify evacuation routes, subsequent disposition and housing of inmates, and provision for medical care or hospital transportation for injured inmates and/or staff. Fire drills should include evacuation of all inmates except when there is clear and convincing evidence that facility security is jeopardized; upon such showing, actual evacuation during drills is not required, although staff supervising such inmates should be required to perform their roles/activity in quarterly drills.

**3-ALDF-3B-12**  
(Rev. 2-5160)  
Mandatory

Written policy, procedure, and practice specify the means for the immediate release of inmates from locked areas in case of emergency and provide for a backup system.

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**Comment:**

The responsibilities of personnel in an emergency situation should be clearly defined. Staff should be aware of the location and identification of keys and be knowledgeable about all evacuation routes. Inmates should receive instructions concerning emergency procedures.

The authority having jurisdiction must certify that locking arrangements allow for prompt release and/or that sufficient staff are available to operate locking devices when necessary. A "backup system" means that there is a manual backup if power-operated locks fail. A control station or other locations removed from the inmate living areas should be equipped with reliable, manual means for releasing locks on swinging and sliding doors to permit prompt release. If the facility has only a manual locking system, a staff plan for manually releasing locks must be in place.

## Work Stoppage

**3-ALDF-3B-13**  
(Ref. 2-5197)

There is a written plan that provides for continuing operations in the event of a work stoppage or other job action. Copies of this plan are available to appropriate supervisory personnel.

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**Comment:**

A contingency plan for maintaining essential services might involve agreements with other law enforcement agencies, such as local or state police.

**3-ALDF-3B-08**  
**(Ref. 2-5133)**

**There is a written plan for preventive maintenance of the physical plant; the plan includes provisions for emergency repairs or replacement in life-threatening situations.**

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**Comment:**  
Regular care and inspection of equipment is essential for safe and efficient operations. The preventive maintenance plan should be implemented by qualified staff or maintenance professionals.

**3-ALDF-3B-09**  
**(Ref. 2-5158)**

**Power generators are tested at least every two weeks, and other emergency equipment and systems are tested at least quarterly for effectiveness and are repaired or replaced if necessary.**

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**Comment:**  
Emergency equipment, such as standby lighting, batteries, power generators, firefighting apparatus, communications systems, and alarms, should be checked frequently to ensure their reliability.

### **Emergency Plans**

#### **Staff Training**

**3-ALDF-3B-10**  
**(Ref. 2-5161)**  
**Mandatory**

**All facility personnel are trained in the implementation of written emergency plans.**

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**Comment:**  
Review of all emergency plans should be an essential element of personnel training and retraining programs. New employees should be familiar with all emergency plans prior to permanent work assignment.

## Flammable, Toxic, and Caustic Materials

**3-ALDF-3B-05**  
(Ref. 2-5162)  
Mandatory

Written policy, procedure, and practice govern the control and use of all flammable, toxic, and caustic materials.

**Comment:**

The following definitions apply to this standard: *Flammable materials*—Liquids with a flash point below 100 degrees Fahrenheit; *Toxic materials*—Substances that through chemical reaction or mixture can produce possible injury or harm to the body by entering through the skin, digestive tract, or respiratory tract (e.g., zinc chromate paint, ammonia, chlorine, antifreeze, herbicides, pesticides); *Caustic materials*—Substances that can destroy or eat away by chemical reaction (e.g., lye, caustic soda, sulfuric acid). If a substance possesses more than one of the above properties, the safety requirements for all applicable properties should be considered.

All flammable, toxic, and caustic materials should be stored in secure areas that are inaccessible to inmates, and a prescribed system should be used to account for their distribution. Inmates should never possess such items unless under the close supervision of qualified staff.

Substances that do not contain one or more of the above properties but that are labeled "Keep Out of the Reach of Children" or "May Be Harmful If Swallowed" are not prohibited; their use and control, however, should be addressed by agency policy.

## Emergency Power and Communications

**3-ALDF-3B-06**  
(Ref. 2-5157)

The facility has the equipment necessary to maintain essential lights, power, and communications in an emergency.

**Comment:**

The facility should have emergency power units, either battery- or motor-driven, to provide essential lighting and life-sustaining functions within the facility and to maintain outside communications in an emergency.

**3-ALDF-3B-07**  
(Ref. New)

Written policy, procedure, and practice provide for a communications system within the facility and between the facility and community in the event of urgent, special, or unusual incidents or emergency situations.

**Comment:**

The facility should have available walkie-talkies and/or a radio base station, receivers, and transmitters or other independent mechanical means of communication in order to maintain constant contact with the outside community if conventional means of communication are disrupted. Facilities located in areas subject to severe storms, tornadoes, or hurricanes should maintain a ready means of voice communication with the community.

**3-ALDF-3B-03  
(Ref. 2-5153)  
Mandatory**

**Specifications for the selection and purchase of facility furnishings indicate the fire safety performance requirements of the materials selected.**

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***Comment:***

Furnishings, mattresses, cushions, or other items of foamed plastics or foamed rubber (e.g., polyurethane, polystyrene) can pose a severe hazard due to high smoke production, rapid burning once ignited, and high heat release. Such materials should be subjected to careful fire safety evaluation before purchase or use. All polyurethane should be removed from living areas unless its use is approved in writing by the fire authority having jurisdiction. The fire authority should consider the flammability and toxicity characteristics of the products being evaluated.

Facility furnishings include draperies, curtains, furniture, mattresses and bedding, upholstered or cushioned furniture, wastebaskets, decorations, and similar materials that can burn. "Furnishings" applies to all living quarters. The standard requires that specifications be known, if available, at the time of selection; there are no standards mandating knowledge of fire performance characteristics of furnishings in the facility prior to implementation of the policy relating to this standard.

**3-ALDF-3B-04  
(Ref. 2-5154)  
Mandatory**

**Facilities are equipped with noncombustible receptacles for smoking materials and separate containers for other combustible refuse at accessible locations throughout living quarters in the facility. Special containers are provided for flammable liquids and for rags used with flammable liquids. All receptacles and containers are emptied and cleaned daily.**

---

***Comment:***

None.

## Section B Safety and Emergency Procedures

**Principle:** The facility adheres to all applicable safety and fire codes and has in place the equipment and procedures necessary in the event of a major emergency.

### Fire Safety

**3-ALDF-3B-01**  
(Ref. 2-5151)  
Mandatory

Written policy and procedure specify the facility's fire prevention regulations and practices to ensure the safety of staff, inmates, and visitors. These include, but are not limited to, the following:

- provision for an adequate fire protection service
- a system of fire inspection and testing of equipment at least quarterly
- an annual inspection by local or state fire officials or other qualified person(s)
- availability of fire hoses or extinguishers at appropriate locations throughout the facility

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**Comment:**

The facility should plan and execute all reasonable procedures for the prevention and prompt control of fire.

**3-ALDF-3B-02**  
(Ref. 2-5150)  
Mandatory

Written policy, procedure, and practice provide for a comprehensive and thorough monthly inspection of the facility by a qualified fire and safety officer for compliance with safety and fire prevention standards. There is a weekly fire and safety inspection of the facility by a qualified departmental staff member. This policy and procedure is reviewed annually and updated as needed.

---

**Comment:**

The "qualified departmental staff member" who conducts the weekly inspections may be a facility staff member who has received training in and is familiar with the safety and sanitation requirements of the jurisdiction. At a minimum, it is expected that the safety/sanitation specialist will provide on-the-job training regarding applicable regulations and inspections, including the use of checklists and the methods of documentation.



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## Part Four Institutional Services

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### Section A Reception and Orientation

**Principle:** All incoming inmates undergo thorough screening and assessment at admission and receive thorough orientation to the facility's procedures, rules, programs, and services.

**3-ALDF-4A-01**      **Written policies and procedures govern the admission of inmates new to the**  
**(Ref. 2-5346)**      **system. These procedures include at a minimum the following:**

- **determination that inmate is legally committed to the facility**
- **drug/alcohol use**
- **thorough search of the individual and possessions**
- **disposition of personal property**
- **shower and hair care, if necessary**
- **issue of clean, laundered clothing when appropriate**
- **photographing and fingerprinting, including notation of identifying marks or other unusual physical characteristics**
- **medical, dental, and mental health screening**
- **assignment to housing unit**
- **recording basic personal data and information to be used for mail and visiting list**
- **explanation of mail and visiting procedures**
- **assistance to inmates in notifying their next of kin and families of admission**
- **suicide screening**
- **assignment of registered number to the inmate**
- **giving written orientation materials to the inmate**
- **telephone calls by inmate**
- **assignment of a housing unit**
- **criminal history check**

---

**Comment:**

Staff should explain the procedures being undertaken at each step in the admissions process.

**3-ALDF-4A-02**  
**(Ref. 2-5343)**

**Written policy, procedure, and practice govern the admission and orientation of new inmates. They are reviewed annually and updated if necessary.**

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**Comment:**

None.

**3-ALDF-4A-03**  
**(Ref. 2-5345)**

**Inmates are separated from the general population during the admissions process.**

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***Comment:***  
**None.**

### **Personal Property**

**3-ALDF-4A-04**  
**(Ref. 2-5350)**

**Written policy and procedure provide for a written, itemized inventory of all personal property of newly admitted inmates and secure storage of inmate property, including money and other valuables. The inmate is given a receipt for all property held until release.**

---

***Comment:***  
**None.**

## Section B Classification

**Principle: Inmates are classified to the most appropriate level of custody and programming both on admission and on review of their status.**

**3-ALDF-4B-01  
(Ref. 2-5352)**      **Written policy, procedure, and practice provide for a written inmate classification plan in terms of level of custody required, housing assignment, and participation in correctional programs. They are reviewed at least annually and updated if necessary.**

---

***Comment:***

**None.**

**3-ALDF-4B-02  
(Ref. 2-5353)**      **The inmate classification plan specifies criteria and procedures for determining and changing the status of an inmate, including custody, transfers, and major changes in programs. The plan includes an appeals process for classification decisions.**

---

***Comment:***

**None.**

### Special Management Inmates

**3-ALDF-4B-03  
(Ref. 2-5354)**      **The facility provides for the separate management of the following categories of inmates:**

- female and male inmates
- other classes of detainees (witnesses, civil inmates)
- community custody inmates (work releases, weekender, trustees)
- inmates with special problems (alcoholics, narcotics addicts, mentally disturbed persons, physically handicapped persons, persons with communicable diseases)
- inmates requiring disciplinary detention
- inmates requiring administrative segregation
- juveniles

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***Comment:***

**None.**

**3-ALDF-4B-04  
(Ref. 2-5355)**      **Written policy, procedure, and practice prohibit the confinement of juveniles under the age of 18 within the facility.**

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***Comment:***

**None.**

## Section C Food Service

**Principle:** Meals are nutritionally balanced, well-planned, and prepared and served in a manner that meets established governmental health and safety codes.

### Food Service Management

**3-ALDF-4C-01** Food service operations are supervised by a full-time staff member who is experienced in food service management.  
(Ref. 2-5233)

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*Comment:*

The food service manager should have the resources, authority, and responsibility to provide complete food service for the facility, including three nutritionally adequate, palatable, and attractive meals a day produced under sanitary conditions and at reasonable costs. The food service manager should have a minimum of three years' experience in food service management.

### Budgeting and Purchasing

**3-ALDF-4C-02** Written policy, procedure, and practice specify the food service budgeting, purchasing, and accounting practices, including but not limited to the following systems:  
(Ref. 2-5240)

- food expenditure cost accounting designed to determine cost per meal per inmate
- estimation of food service requirements
- purchase of supplies at wholesale and other favorable prices and conditions, when possible
- determination of and responsiveness to inmate eating preferences
- refrigeration of food, with specific storage periods

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*Comment:*

None.

**3-ALDF-4C-03** Written policy, procedure, and practice require that accurate records are maintained of all meals served.  
(Ref. 2-5239)

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*Comment:*

A uniform system should be established to record the number, cost, and type of meals served inmates, employees, guests, and visitors. Employees, guests, and visitors should be served the same food inmates are served. Food service records should include published menus; information on waste, food costs, and nutritional accounting; and notation of food products raised or produced in the system.

## Dietary Allowances

**ALDF-4C-04**  
(Ref. 2-5228,  
2-5229)  
Mandatory

There is documentation that the facility's dietary allowances are reviewed at least annually by a qualified nutritionist or dietician to ensure that they meet the nationally recommended allowances for basic nutrition. Menu evaluations are conducted at least quarterly by facility food service supervisory staff to verify adherence to the established basic daily servings.

---

**Comment:**

Dietary allowances, as adjusted for age, sex, and activity, should meet or exceed the recommended dietary allowances published by the National Academy of Sciences. A qualified nutritionist or dietician is a person registered or eligible for registration by the American Dietetic Association or who has the documented equivalent in education, training, or experience, with evidence of relevant continuing education.

## Menu Planning

**3-ALDF-4C-05**  
(Ref. 2-5230)

Written policy, procedure, and practice require that food service staff plan menus and substantially follow the plan and that the planning and preparation of all meals take into consideration food flavor, texture, temperature, appearance, and palatability.

---

**Comment:**

All menus, including special diets, should be planned, dated, and available for review at least one week in advance. Any substitutions in the meals actually served should be noted and should be of equal nutritional value. A file of tested recipes adjusted to a yield appropriate for the facility's size should be maintained on the premises. Food should be served as soon as possible after preparation and at an appropriate temperature. Clinical diets should be approved by a qualified nutritionist or dietician and documented accordingly.

## Special Diets

**3-ALDF-4C-06**  
(Ref. 2-5231)  
Mandatory

Written policy, procedure, and practice provide for special diets as prescribed by appropriate medical or dental personnel.

---

**Comment:**

Therapeutic diets should be available on medical authorization. Specific diets should be prepared and served to inmates according to the orders of the treating physician or dentist or as directed by the responsible health authority official. Medical diet prescriptions should be specific and complete, furnished in writing to the food service manager, and rewritten monthly. Special diets should be kept as simple as possible and should conform as closely as possible to the foods served other inmates.

**3-ALDF-4C-07**  
**(Ref. 2-5232)**

**Written policy, procedure, and practice provide for special diets for inmates whose religious beliefs require the adherence to religious dietary laws.**

**Comment:**

Religious diets should be approved by the chaplain. Religious diet prescriptions should be specific and complete, furnished in writing to the food service manager, and rewritten monthly. Special diets should be kept as simple as possible and should conform as closely as possible to the food served other inmates.

**3-ALDF-4C-08**  
**(Ref. 2-5238)**

**Written policy precludes the use of food as a disciplinary measure.**

**Comment:**

All inmates and staff except those on special medical or religious diets should eat the same meals. Food should not be withheld, nor the standard menu varied, as a disciplinary sanction for an individual inmate. The standard does not preclude rewarding groups of inmates with special food in return for special services or under special circumstances.

### **Health and Safety Regulations**

**3-ALDF-4C-09**  
**(Ref. 2-5242)**  
**Mandatory**

**There is documentation by an independent, outside source that food service facilities and equipment meet established governmental health and safety codes; corrective action is taken on deficiencies, if any.**

**Comment:**

Food service facilities and equipment should meet all standards and requirements set by qualified professional and/or governmental bodies. Food service personnel should be trained in accident prevention, first aid, use of safety devices, floor care, knife storage, and use of fire extinguishers. They should attend regular meetings to discuss accident prevention and analyze major accidents to prevent recurrence.

**3-ALDF-4C-10**  
**(Ref. New)**

**Written policy, procedure, and practice provide that all staff and other persons are trained in the use of the equipment safety procedures to be followed in the food service department.**

**Comment:**

None.

**3-ALDF-4C-11  
(Ref. 2-5234)  
Mandatory**

Written policy, procedure, and practice provide for adequate health protection for all inmates and staff in the facility and inmates and other persons working in the food service, including the following:

1. Where required by the laws and/or regulations applicable to food service employees in the community where the facility is located, all persons involved in the preparation of food receive a preassignment medical examination and periodic reexaminations to ensure freedom from diarrhea, skin infections, and other illnesses transmissible by food or utensils; all examinations are conducted in accordance with local requirements.
2. When the facility's food services are provided by an outside agency or individual, the facility has written verification that the outside provider complies with the state and local regulations regarding food service.
3. All food handlers are instructed to wash their hands on reporting to duty and after using toilet facilities.
4. Inmates and other persons working in food service are monitored each day for health and cleanliness by the director of food services (or designee).

---

**Comment:**

All food service personnel should be in good health and free from communicable disease and open infected wounds; have clean hands and fingernails; wear hairnets or caps; wear clean, washable garments; and employ hygienic food-handling techniques. Federal facilities should apply appropriate regulations such as those of the U.S. Public Health Service.

## Inspections

### Food Products

**3-ALDF-4C-12  
(Ref. 2-5241)**

When required by statute, food products that are grown or produced within the system are inspected and approved by the appropriate government agency; there is a distribution system that ensures prompt delivery of foodstuffs to facility kitchens.

---

**Comment:**

All such foodstuffs should meet or surpass government inspection levels, and the distribution system should ensure that they are delivered when fresh and in a condition for optimum food service.

Government inspection of food grown in inmate gardens and used in food service is not required where the garden is not part of a larger agriculture operation and the inmate does not work full-time at food production for use by the inmate population; all garden-grown food should, however, be inspected by food service personnel prior to use.

## Facilities and Equipment

**3-ALDF-4C-13**  
**(Ref. 2-5241)**  
**Mandatory**

Written policy, procedure, and practice require weekly inspections of all food service areas, including dining and food preparation areas and equipment, by administrative, medical, or dietary personnel; these may include the person supervising food service operations or his/her designee. Refrigerator and water temperatures are checked daily by administrative, medical, or dietary personnel.

*Comment:*

All areas and equipment related to food preparation (e.g., ranges, ovens, refrigerators, mixers, dishwashers, garbage disposal) require frequent inspections to ensure their sanitary and operable condition. Water temperature on the final dishwasher rinse should be 180 degrees Fahrenheit; between 140 and/or above 140 degrees Fahrenheit is appropriate if a sanitizer is used on the final rinse. The person conducting the inspection should have some training in food service operations.

**3-ALDF-4C-14**  
**(Ref. New)**

Shelf goods are maintained at 45 degrees to 80 degrees Fahrenheit; refrigerated foods at 35 degrees to 40 degrees Fahrenheit; and frozen foods at 0 degrees Fahrenheit or below.

*Comment:*

None.

## Meal Service

**3-ALDF-4C-15**  
**(Ref. 2-5236)**

Written policy, procedure, and practice provide that meals are served under conditions that minimize regimentation, and with supervision by staff members.

*Comment:*

None.

**3-ALDF-4C-16**  
**(Ref. 2-5237)**

Written policy, procedure, and practice require that at least three meals (including two hot meals) are provided at regular meal times during each 24-hour period, with no more than 14 hours between the evening meal and breakfast. Variations may be allowed based on weekend and holiday food service demands provided basic nutritional goals are met.

*Comment:*

When inmates are not routinely absent from the facility for work or other purposes, at least three meals should be provided at regular times during each 24-hour period.



## Section D Sanitation and Hygiene

**Principle: The facility's sanitation and hygiene program complies with applicable regulations and standards of good practice to protect the health and safety of inmates and staff.**

### Sanitation Inspections

**3-ALDF-4D-01  
(Ref. 2-5243)  
Mandatory**

**Written policy, procedure, and practice require the following inspections:**

- **weekly sanitation inspections of all facility areas by a qualified departmental staff member**
- **comprehensive and thorough monthly inspections by a safety/sanitation specialist**
- **at least annual inspections by federal, state, and/or local sanitation and health officials or other qualified person(s)**

**The facility complies with all applicable laws and regulations of the governing jurisdiction, and there is documentation by an independent, outside source that any past deficiencies noted in annual inspections have been corrected.**

---

***Comment:***

The safety/sanitation specialist responsible for conducting monthly inspections may be a facility staff member who is trained in the application of jurisdictional codes and regulations. Periodically and on an as-needed basis, this individual is provided assistance from specialists regarding safety and sanitation requirements and inspections. Training for this individual may be provided through the agency's central office specialist(s) or by other applicable agencies.

### Water Supply

**3-ALDF-4D-02  
(Ref. 2-5244)  
Mandatory**

**The facility's potable water source and supply, whether owned and operated by the public water department or the facility, is certified by an independent, outside source to be in compliance with jurisdictional laws and regulations.**

---

***Comment:***

None.

### Waste Disposal

**3-ALDF-4D-03  
(Ref. 2-5248)  
Mandatory**

**There is a written plan that provides for the disposal of liquid, solid, and toxic wastes.**

---

***Comment:***

None.

## Housekeeping

**3-ALDF-4D-04**  
(Ref. 2-5247)  
Mandatory

There is a written plan for the control of vermin and pests that includes, at a minimum, monthly inspections by a qualified person.

*Comment:*

None.

**3-ALDF-4D-05**  
(Ref. 2-5245)

A written housekeeping plan for all areas of the facility's physical plant provides for daily housekeeping and regular maintenance by assigning specific duties and responsibilities to staff and inmates.

*Comment:*

Effective housekeeping requires the development of a definite cleaning schedule with personnel and inmates assigned specific duties. Cleaning activities should be supervised at all times to ensure that the work performed is proper and thorough.

## Clothing and Bedding Supplies

**3-ALDF-4D-06**  
(Ref. 2-5254)

The store of clothing, linen, and bedding exceeds that required for the facility's inmate population.

*Comment:*

More clothing, linen, and bedding should be available than needed at any one time, so there is no delay in replacing items.

**3-ALDF-4D-07**  
(Ref. 2-5253)

Written policy specifies accountability for inmate clothing and bedding.

*Comment:*

The issue of all clothing and bedding should be recorded, and inmates should be held accountable for use.

## Clothing Issue

**3-ALDF-4D-08**  
(Ref. 2-5249)

Written policy, procedure, and practice provide for the issue of suitable clothing to all inmates. Clothing is properly fitted, climactically suitable, durable, and presentable.

*Comment:*

A standard wardrobe should be provided at the time of admission and should include, as appropriate: shirts, blouses, dresses, trousers, skirts, belts, undergarments, slippers, socks, shoes, coats, jackets, and headwear. In addition to the standard issue of inmate clothing, civilian attire should be available in limited quantities for leisure, visiting, work release, and furloughs.

**3-ALDF-4D-09**  
(Ref. 2-5251)

Written policy, procedure, and practice provide for the issue of special and, when appropriate, protective clothing and equipment to inmates assigned to the facility's food service, hospital, farm, garage, physical plant, maintenance shops, and other special work details.

---

**Comment:**

Inmates assigned to special work areas should be clothed in accordance with the requirements of their work assignment and, when appropriate, be furnished with suitable protective equipment (disposable face masks and gloves, protective helmets, goggles).

**3-ALDF-4D-10**  
(Ref. 2-5255)

There is provision for needed cleaning and storage of inmate personal clothing.

---

**Comment:**

None.

### Bedding and Linen Issue

**3-ALDF-4D-11**  
(Ref. 2-5252)

Written policy, procedure, and practice provide for the issue of suitable, clean bedding and linen, including two sheets, pillow and pillowcase, one mattress, and sufficient blankets to provide comfort under existing temperature controls. There is provision for linen exchange, including towels, at least weekly.

---

**Comment:**

Collection, storage, and exchange methods for bedding and linens should be done hygienically; i.e., blankets, pillows, and mattresses should be cleaned before reissue, and linen and towels must be laundered before reissue.

**3-ALDF-4D-12**  
(Ref. 2-5256)

Written policy, procedure, and practice require that articles necessary for maintaining proper personal hygiene are provided to all inmates.

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**Comment:**

None.

### Hair Care Services

**3-ALDF-4D-13**  
(Ref. 2-5259)

Hair care services and facilities are available to inmates.

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**Comment:**

None.

## Section E Health Care

**Principle:** The facility provides comprehensive health care services by qualified personnel to protect the health and well-being of inmates.

**3-ALDF-4E-01**  
(Ref. 2-5260)

Written policy and procedure provide for the delivery of health care services, including medical, dental, and mental health services, under the control of a designated health authority. When this authority is other than a physician, final medical judgments rest with a single designated responsible physician licensed in the state. Arrangements are made with health care specialists in advance of need.

---

**Comment:**

The parties to the agreement are the governmental funding agency responsible for the facility and/or the facility administrator and the health authority. The responsibility of the health authority includes arranging for all levels of health care and assuring quality of and inmate access to all health services.

**3-ALDF-4E-02**  
(Ref. 2-5261)  
Mandatory

Written policy, procedure, and practice provide that all medical, psychiatric, and dental matters involving medical judgment are the sole province of the responsible physician and dentist, respectively.

---

**Comment:**

The provision of health care is a joint effort of administrators and health care providers and can be achieved only through mutual trust and cooperation. The health authority arranges for the availability of health care services; the official responsible for the facility provides the administrative support for making the services accessible to inmates.

**3-ALDF-4E-03**  
(Ref. 2-5262)

Written policy, procedure, and practice provide that the health authority meets with the facility administrator at least quarterly and submits annual statistical summaries and quarterly reports on the health care delivery system and health environment.

---

**Comment:**

Minutes of the quarterly administrative meetings may be used to meet the requirements for a quarterly report. The report should address such topics as the effectiveness of the health care system, description of any health environment factors that need improvement, changes effected since the last reporting period, and, if needed, recommended corrective action. The health authority should report immediately any condition that poses a danger to staff or inmate health and safety. The annual statistical report should indicate the number of inmates receiving health services by category of care as well as other pertinent information (e.g., operative procedures, referrals to specialists, ambulance services, etc.).

**3-ALDF-4E-04**  
(Ref. 2-5263)

Each policy, procedure, and program in the health care delivery system is reviewed at least annually by the appropriate health care authority and revised if necessary. Each document bears the date of the most recent review or revision and signature of the reviewer.

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*Comment:*

None.

## General Policies

### Continuity of Care

**3-ALDF-4E-05**  
(Ref. New)

Written policy, procedure, and practice require continuity of care from admission to discharge from the facility, including referral to community care when indicated.

---

*Comment:*

When health care is transferred to providers in the community, appropriate health information should be shared with the new providers in accordance with consent requirements.

### Unimpeded Access to Care

**3-ALDF-4E-06**  
(Ref. 2-5278)

Written policy and procedure require that inmates' health complaints are solicited daily, acted on by health-trained correctional personnel, and followed by appropriate triage and treatment by qualified health personnel.

---

*Comment:*

None.

### Facilities and Equipment

**3-ALDF-4E-07**  
(Ref. 2-5264)

For health care delivered in the facility, adequate space, equipment, supplies, and materials are provided as determined by the health authority.

---

*Comment:*

The type of space and equipment/treatment room will depend on the level of health care provided in the facility and the capabilities and desires of the health providers. In all facilities, space should be provided where the inmate can be examined and treated in private.

Basic equipment generally includes thermometers, blood pressure cuffs, stethoscope, ophthalmoscope, otoscope, percussion hammer, scale, examining table, gooseneck lights, wash basin, and transportation equipment (e.g., wheelchair and litter). If female inmates receive medical services in the facility, appropriate equipment should be available for pelvic examinations.

3-ALDF-4E-08  
(Ref. 2-5266)

Written policy and procedure require that the facility provide 24-hour emergency medical and dental care available as outlined in a written plan, that includes provisions for the following arrangements:

- on-site emergency first aid and crisis intervention
- emergency evacuation of the inmate from the facility
- use of an emergency medical vehicle
- use of one or more designated hospital emergency rooms or other appropriate health facilities
- emergency on-call physician, dentist, and mental health professional services when the emergency health facility is not located in a nearby community
- security procedures providing for the immediate transfer of inmates when appropriate

---

**Comment:**

Arrangements should be made with nearby hospitals or other facilities for all health services that cannot be appropriately provided within the facility or where contractual arrangements can result in a better or broader range of services. In the event the usual health services are not available, particularly in emergency situations, the facility should have developed a backup to serve the program. The plan might include an alternate hospital emergency service or a physician "on call" service.

## Personnel Qualifications

3-ALDF-4E-9  
(Ref. 2-5270)  
Mandatory

Appropriate state and federal licensure, certification, or registration requirements and restrictions apply to personnel who provide health care services to inmates. The duties and responsibilities of such personnel are governed by written job descriptions approved by the health authority. Verification of current credentials and job descriptions are on file in the facility.

---

**Comment:**

Only qualified health care personnel should determine and supervise health care procedures. Written job descriptions should include the required professional qualifications and the individual's specific role in the health care delivery system. Verification of qualifications may consist of copies of current credentials or a letter from the state licensing or certifying body regarding current credential status. Nursing services are performed in accordance with professionally recognized standards of nursing practice and the jurisdiction's Nurse Practice Act.

## Administration of Treatment

### 3-ALDF-4E-10 Mandatory

Written policy, procedure, and practice provide that all treatment by health care personnel other than a physician, dentist, psychologist, optometrist, podiatrist, or other independent provider is performed pursuant to written standing or direct orders by personnel authorized by law to give such orders. Nurse practitioners and physician's assistants may practice within the limits of applicable laws and regulations.

---

*Comment:*

Standing medical orders are orders written for the definitive treatment of identified conditions and for the on-site emergency treatment of any person having such a condition. Direct orders are those written specifically for the treatment of one person's particular condition.

## Mental Health Services

### 3-ALDF-4E-11 (Ref. New)

Written policy, procedure, and practice specify the provision of mental health services for inmates. These services include but are not limited to those provided by qualified mental health professionals who meet the educational and license/certification criteria specified by their respective professional disciplines (e.g., psychiatric nursing, psychiatry, psychology, and social work).

---

*Comment:*

An adequate number of qualified staff members should be available to deal directly with inmates who have severe mental health problems as well as to advise other correctional staff in their contacts with such individuals.

### 3-ALDF-4E-12 (Ref. New)

Written policy, procedure, and practice, approved by the appropriate mental health authority, provide for all activities carried out by mental health service personnel.

---

*Comment:*

The goal of mental health services is to provide for the detection, diagnosis, treatment, and referral of inmates with mental health problems and to provide a supportive environment during all stages of each inmate's period of incarceration.

## Health-trained Staff Member

### 3-ALDF-4E-13 (Ref. 2-5267)

In facilities without full-time, qualified health personnel, a health-trained staff member coordinates the health care delivery in the facility under the joint supervision of the responsible health authority and facility administrator.

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*Comment:*

None.

### 3-ALDF-4E-14 (Ref. 2-5268)

The health authority systematically determines health care personnel requirements in order to provide inmate access to health care staff and services.

---

*Comment:*

None.

## Students and Interns

**3-ALDF-4E-15**  
**(Ref. New)**

Written policy, procedure, and practice provide that any students or interns delivering health care in the facility work under direct staff supervision, commensurate with their level of training.

---

**Comment:**

The direct staff supervision may be provided by a physician, nurse, or other appropriate health care personnel.

## Inmate Assistants

**3-ALDF-4E-16**  
**(Ref. 2-5272)**

Written policy, procedure, and practice provide that inmates are not used for the following duties:

- performing direct patient care services
- scheduling health care appointments
- determining access of other inmates to health care services
- handling or having access to surgical instruments, syringes, needles, medications, or health records
- operating diagnostic or therapeutic equipment

---

**Comment:**

Inmates cannot operate medical equipment but should be able to perform maintenance and housekeeping services under close supervision of qualified staff. In addition, inmates participating in a certified vocational training program may perform direct services, such as dental chairside assistance.



## Pharmaceuticals

**3-ALDF-4E-17**  
**(Ref. 2-5288)**  
**Mandatory**

Written policy, procedure, and practice provide for the proper management of pharmaceuticals and address the following subjects:

- a formulary specifically developed for the facility
- prescription practices, including requirements that (1) psychotropic medications are prescribed only when clinically indicated as one facet of a program of therapy; (2) "stop order" time periods are required for all medications; and (3) the prescribing provider reevaluates a prescription prior to its renewal
- procedures for medication receipt, storage, dispensing, and administration or distribution
- maximum security storage and periodic inventory of all controlled substances, syringes, and needles
- dispensing of medicine in conformance with appropriate federal and state law
- administration of medication by persons properly trained and under the supervision of the health authority and facility administrator or designee
- accountability for administering or distributing medications in a timely manner, according to physician orders

---

**Comment:**

The written formulary lists should include all prescribed and nonprescribed medications stocked in the facility or generated by outside health care providers. Any dispensed medication (one or more doses issued from a stock or bulk container) should be labeled with the patient's name, prescription contents, directions for use, and other vital information. The pharmacy may be managed by a resident pharmacist or by health-trained personnel under the supervision of the health authority.

**3-ALDF-4E-18**  
**(Ref. New)**

Psychotropic drugs, such as antipsychotics, antidepressants, and drugs requiring parenteral administration, are prescribed only by a physician or authorized health provider by agreement with the physician, and then only following a physical examination of the inmate by the health provider. Such drugs are administered by the responsible physician, qualified health personnel, or health-trained personnel under the direction of the health authority.

---

**Comment:**

None.

## Health Screenings and Examinations

### Preliminary Screening

**3-ALDF-4E-19**  
**(Ref. 2-5273)**  
**Mandatory**

Written policy, procedure, and practice require medical, dental, and mental health screening to be performed by health-trained or qualified health care personnel on all inmates, excluding intrasystem transfers, on the inmate's arrival at the facility. All findings are recorded on a form approved by the health authority. The screening includes at least the following:

#### Inquiry into:

- current illness and health problems, including venereal diseases and other infectious diseases
- dental problems
- mental health problems
- use of alcohol and other drugs, including type(s) of drugs used, mode of use, amounts used, frequency used, date or time of last use, and history of any problems that may have occurred after ceasing use (e.g., convulsions)
- past and present treatment or hospitalization for mental disturbance or suicide
- possibility of pregnancy
- other health problems designated by the responsible physician

#### Observation of:

- behavior, including state of consciousness, mental status, appearance, conduct, tremor, and sweating
- body deformities, ease of movement, etc.
- condition of skin, including trauma markings, bruises, lesions, jaundice, rashes and infestations, and needle marks or other indications of drug abuse

#### Medical disposition of inmate:

- general population OR
- general population with prompt referral to appropriate health care service OR
- referral to appropriate health care service for emergency treatment

---

#### *Comment:*

Health screening is a system of structured inquiry and observation designed to (1) prevent newly arrived inmates who pose a health or safety threat to themselves or others from being admitted to the general population and (2) rapidly transport newly admitted inmates to needed health care. Receiving screening can be performed by health care personnel or by a health-trained correctional officer at the time of admission. Facilities that have reception and diagnostic units and/or a holding room must conduct receiving screening on all inmates on arrival at the facility as part of the admission procedures.

**3-ALDF-4E-20  
(Ref. 2-4290)  
Mandatory**

Written policy, procedure, and practice require that all intrasystem transfers receive a health screening by health-trained or qualified health care person immediately on arrival at the facility. All findings are recorded on a screening form approved by the health authority. The screening includes at a minimum the following:

**Inquiry into:**

- whether the inmate is being treated for a medical, dental, or mental problem
- whether the inmate is presently on medication
- whether the inmate has a current medical, dental, or mental health complaint

**Observation of:**

- general appearance and behavior
- physical deformities, evidence of abuse and/or trauma

**Medical disposition of inmate:**

- general population OR
- general population with appropriate referral to health care service OR
- referral to appropriate health service for emergency treatment

---

***Comment:***

Health screening of intrasystem transfers is necessary to detect inmates who pose a health or safety threat to themselves or others and who may require immediate health care.

**3-ALDF-4E-21**  
**(Ref. 2-5274)**  
**Mandatory**

Written policy, procedure, and practice require that health appraisal for each inmate, excluding intrasystem transfers, is completed within 14 days after arrival at the facility. If there is documented evidence of a health appraisal within the previous 90 days, a new health appraisal is not required except as determined by the designated health authority. Health appraisal includes the following:

- review of the earlier receiving screening
- collection of additional data to complete the medical, dental, mental health, and immunization histories
- laboratory and/or diagnostic tests to detect communicable disease, including venereal disease and tuberculosis
- recording of height, weight, pulse, blood pressure, and temperature
- other tests and examinations as appropriate
- medical examination, including review of mental and dental status
- review of the results of the medical examination, tests, and identification of problems by a physician or other qualified health care personnel, if such is authorized in the medical practice act
- initiation of therapy when appropriate
- development and implementation of treatment plan, including recommendations concerning housing, job assignment, and program participation

---

**Comment:**

Test results, particularly for communicable diseases, should be received and evaluated before an inmate is assigned to housing in the general population. Information regarding the inmate's physical and mental status also may dictate housing and activity assignments. When appropriate, additional investigation should be conducted into alcohol and drug abuse and other related problems. A routine appraisal by mental health staff should be completed within 30 days of admission on all new inmates.

**3-ALDF-4E-22**  
**(Ref. New)**

Written policy, procedure, and practice for the collection and recording of health appraisal data require the following:

1. The process is completed in a uniform manner as determined by the health authority.
2. Health history and vital signs are collected by health-trained or qualified health personnel.
3. Collection of all other health appraisal data is performed only by qualified health personnel.

---

**Comment:**

None.

## Dental Screening and Examination

**3-ALDF-4E-23**  
(Ref. 2-5277)

Written policy and procedure require that dental care is provided to each inmate under the direction and supervision of a dentist, licensed in the state, as follows:

- dental screening within 14 days of admission
- dental hygiene services within 14 days of admission
- dental examinations within three months of admission
- dental treatment, not limited to extractions, within three months of admission when the health of the inmate would be adversely affected

---

**Comment:**

None.

## Levels of Care

### Emergency Care

**3-ALDF-4E-24**  
(Ref. 2-5271)  
Mandatory

Written policy, procedure, and practice provide that correctional and other personnel are trained to respond to health-related situations within a four-minute response time. The training program is established by the responsible health authority in cooperation with the facility administrator and includes the following:

- recognition of signs and symptoms and knowledge of action required in potential emergency situations
- administration of first aid and cardiopulmonary resuscitation (CPR)
- methods of obtaining assistance
- signs and symptoms of mental illness, retardation, and chemical dependency
- procedures for patient transfers to appropriate medical facilities or health care providers

---

**Comment:**

The required CPR certification must be current at the time of the audit, consistent with jurisdictional statutes for certification. The preferred minimum CPR course covers mouth-to-mouth breathing, one- and two-rescuer CPR care for conscious or unconscious choking victims, and respiratory emergencies.

## First Aid

**3-ALDF-4E-25**  
(Ref. 2-5265)

First aid kits are available in designated areas of the facility based on need.

---

**Comment:**

The availability and placement of first aid kits are determined by the designated health authority in conjunction with the facility administrator. The health authority approves the contents, number, location, and procedures for monthly inspection of the kit(s) and develops written procedure for the use of the kits by nonmedical staff.

## Sick Call

**3-ALDF-4E-26**  
(Ref. 2-5279)

Written policy, procedure, and practice require that sick call is conducted by a physician and/or other qualified personnel and is available to all inmates. Sick call is available as follows:

1. Facilities with fewer than 100 inmates hold sick call one day per week, at a minimum.
2. Facilities with 100 to 300 inmates hold sick call three days per week, at a minimum.
3. Facilities with more than 300 inmates hold sick call four days per week, at a minimum.

If an inmate's custody status precludes attendance at sick call, arrangements are made to provide sick call services in the place of the inmate's detention.

---

*Comment:*

Sick call is defined as the system through which an inmate reports and receives individualized and appropriate medical services for nonemergency illness or injury.

## Use of Specialists

**3-ALDF-4E-27**  
(Ref. New)

Arrangements are made with health care specialists in advance of need.

---

*Comment:*

An inmate's illness may require the services of a specialist at any time; therefore, arrangements should be made with appropriate consultants in advance of need.

**3-ALDF-4E-28**  
(Ref. 2-5280)

Written policy and procedure require that arrangements are made for the provision of special medical programs, including chronic care, convalescent care, and medical preventive maintenance for the inmates.

---

*Comment:*

None.

## Prostheses and Orthodontic Devices

**3-ALDF-4E-29**  
(Ref. 2-5282)

Written policy and procedure require that, as determined by the responsible physician or dentist, medical and dental prostheses are provided when the health of the inmate would otherwise be adversely affected.

---

*Comment:*

None.

## Transfer for Needed Care

**3-ALDF-4E-30**  
(Ref. New)

Written policy, procedure, and practice require that patients who need health care beyond the resources available in the facility, as determined by the responsible physician, are transferred under appropriate security provisions to a facility where such care is available.

*Comment:*

Treatment of an inmate's health problem should not be limited by the resources and services available within the facility. Health care staff should cooperate with security personnel in determining conditions of transportation and necessary security precautions when an inmate needs to be transported to another facility or clinic.

**3-ALDF-4E-31**  
(Ref. New)

Written policy, procedure, and practice provide that prior to transfer to another facility or other substantial travel, either the inmates or their records are evaluated by health care personnel to assess suitability for travel.

When travel is approved, pertinent data (including medication, behavior management procedures, and other treatment or special requirements for observation and care during travel) are documented in a manner readily accessible to and easily understood by transportation staff or others who may be called upon to attend inmates during travel and on reception at the receiving facility. Medications or other special treatment required enroute, along with specific written instructions for administration, are furnished to transportation staff.

*Comment:*

Full health coverage should be provided for all inmate transfers. Although the emphasis during transportation must be on security, the medical, dental, and mental health aspects should not be overlooked.

## Use of Restraints

**3-ALDF-4E-32**  
(Ref. 2-5283)

Written policy and procedure govern the use of restraints for medical and psychiatric purposes.

*Comment:*

Where restraints are part of a health care treatment regimen, the restraints used should be those that would be appropriate for the general public within the jurisdiction. Written policy should identify the authorization needed and when, where, and how restraints may be used and for how long.

## Specialized Programs

### Health Education

**3-ALDF-4E-33**  
(Ref. New)

Written policy, procedure, and practice provide that a program of health education is provided to inmates of the facility.

*Comment:*

Health education includes information on medical services and immunizations; personal hygiene; dental hygiene; nutrition; venereal disease, tuberculosis, and other communicable diseases; effects of smoking; self-examination for breast cancer; substance abuse; dangers of self-medication; hypertension detection; family planning, including appropriate services and referrals; physical fitness; and self-care for chronic diseases and/or disabilities.

### Suicide Prevention and Intervention

**3-ALDF-4E-34**  
(Ref. 2-5271-1)

There is a written suicide prevention and intervention program that is reviewed and approved by a qualified medical or mental health professional. All staff with responsibility for inmate supervision are trained in the implementation of the program.

*Comment:*

The program should include specific procedures for intake screening, identification, and supervision of suicide-prone inmates.

### Serious and Infectious Disease

**3-ALDF-4E-35**  
(Ref. 2-5263-1)

Written policy, procedure, and practice address the management of serious and infectious diseases. These are updated as new information becomes available.

*Comment:*

Because of their serious nature, methods of transmission, and public sensitivity, infectious diseases such as tuberculosis, hepatitis-B, and AIDS (acquired immunodeficiency syndrome) require special attention. Agencies should work with the responsible health authority in establishing policy and procedure that include the following: an ongoing education program for staff and inmates; control, treatment, and prevention strategies, that may include screening and testing, special supervision and/or special housing arrangements, as appropriate; protection of individual confidentiality; and media relations.



**3-ALDF-4E-36**  
(Ref. 2-5263-2)

There are written policies and procedures that specify approved actions to be taken by employees concerning inmates who have been diagnosed as HIV positive. This policy is reviewed annually and includes, at a minimum, the following:

- when and where inmates are to be tested
- appropriate safeguards for staff and inmates
- who shall conduct the tests
- when and under what conditions inmates are to be separated from the general population
- medical referrals required
- staff and inmate training procedures
- issues of confidentiality

---

*Comment:*  
None.

### Severe Mental Illness and Retardation

**3-ALDF-4E-37**  
(Ref. 2-5275)

Written policy and procedure require postadmission screening and referral for care of mentally ill or retarded inmates whose adaptation to the correctional environment is significantly impaired.

---

*Comment:*  
None.

**3-ALDF-4E-38**  
(Ref. 2-5276)

Written policy requires consultation between the facility administrator and the responsible physician or their designees under the following conditions before the following actions are taken regarding patients who are diagnosed as having a psychiatric illness:

- housing assignments
- program assignments
- disciplinary measures
- transfers in and out of the facility

---

*Comment:*  
None.

### Detoxification

**3-ALDF-4E-39**  
(Ref. 2-5281)

Written policy and procedure provide that detoxification at the facility is done under medical supervision.

---

*Comment:*  
None.

3-ALDF-4E-40  
(Ref. 2-5371)

The facility provides counseling and program services for inmates with drug and alcohol addiction problems.

*Comment:*

Alcoholics and drug addicts pose special problems for facility staff. During the withdrawal or "drying out" process, medical care may be necessary which requires prior arrangements with a nearby medical facility. Organizations such as Alcoholics Anonymous and Narcotics Anonymous can be helpful in providing a wide range of services for addicts, and increasingly, community substance abuse treatment programs have been bringing their services to detention facilities.

### Management of Chemical Dependency

3-ALDF-4E-41  
(Ref. 2-5281,  
2-5371)

Written policy and procedure guide the clinical management of chemically dependent inmates and include the following requirements:

- diagnosis of chemical dependency
- determination as to whether an individual requires nonpharmacologically or pharmacologically supported care
- individualized treatment plans developed and implemented by a multidisciplinary team
- referrals to specified community resources on release, when appropriate
- 

*Comment:*

None.

### Informed Consent

3-ALDF-4E-42  
(Ref. 2-5284)

All examinations, treatments, and procedures affected by informed consent standards in the community are likewise observed for inmate care. In the case of minors, the informed consent of parent, guardian, or legal custodian applies when required by law. Health care is rendered against an inmate's will only in accordance with law.

*Comment:*

None.

### Inmate Participation in Research

3-ALDF-4E-43  
(Ref. 2-5285)  
Mandatory

Written policy and practice prohibit the use of inmates for medical, pharmaceutical, or cosmetic experiments. This policy does not preclude individual treatment of an inmate based on his or her need for a specific medical procedure that is not generally available.

*Comment:*

None.

## Notification of Designated Individuals

**3-ALDF-4E-44**  
(Ref. 2-5286)

Written policy and procedure specify and govern the process by which the individuals designated by the inmate are notified in case of serious illness or injury. If possible, permission for notification is obtained from the inmate prior to need.

---

**Comment:**

The persons to be notified should be designated in writing as part of the facility's admissions procedures. Whenever possible, the facility should obtain the inmate's consent prior to notifying any designated individuals.

## Inmate Death

**3-ALDF-4E-45**  
(Ref. 2-5287)

Written policy and procedure specify and govern the actions to be taken in the event of an inmate's death.

---

**Comment:**

The medical examiner or coroner should be notified of the inmate's death immediately. A postmortem examination should be performed if the cause of death is unknown; if the death occurred under suspicious circumstances; or if the inmate was not under current medical care.

## Health Record Files

### Contents

**3-ALDF-4E-46**  
(Ref. 2-5290)

The health record file contains the following items:

- completed admission screening form
- health appraisal data forms
- all findings, diagnoses, treatments, dispositions
- record of prescribed medications and their administration
- laboratory, x-ray, and diagnostic studies
- signature and title of documenter
- consent and refusal forms
- release-of-information forms
- place, date, and time of health encounters
- health service reports, e.g., dental, mental health, and consultations
- treatment plan, including nursing care plan
- progress reports
- discharge summary of hospitalization and other termination summaries

The method of recording entries in the records, the form and format of the records, and the procedures for their maintenance and safekeeping are approved by the health authority.

---

**Comment:**

All findings, including notations concerning mental health, dental, and consultative services, should be recorded at the time of service delivery or no later than 14 days from the time of discharge or termination of treatment. The receiving screening form should become a part of the record at the time of the first health encounter.

## Confidentiality

**3-ALDF-4E-47**  
**(Ref. 2-5291)**

**Written policy and procedure govern the confidentiality of the health record and require that, at a minimum:**

- 1. The active health record is maintained separately from the confinement record.**
- 2. Access to the health record is controlled by the health authority.**
- 3. The health authority shares with the facility administrator information regarding an inmate's medical, management, security and ability to participate in programs.**

---

**Comment:**

None.

## Transferred and Inactive Records

**3-ALDF-4E-48**  
**(Ref. 2-5292)**

**Written policy, procedure, and practice regarding the transfer of health records and information establish the following requirements:**

- 1. Summaries or copies of the health record are routinely sent to the facility to which the inmate is transferred.**
- 2. Written authorization by the inmate is necessary for transfer of health record and information unless otherwise provided by law or administrative regulation having the force and effect of law.**
- 3. Health record information is also transmitted to specific and designated physicians or medical facilities in the community upon the written authorization of the inmate.**

---

**Comment:**

None.

## Section F Social Services

**Principle:** The facility makes available the professional services necessary to meet the identified needs of inmates. Such services may include individual and family counseling, family planning and parent education, and programs for inmates with drug and alcohol addiction problems.

**3-ALDF-4F-01  
(Ref. 2-5367)**      **Written policy and procedure provide that inmate programs and services are available and include, but are not limited to, social services, religious services, recreation, and leisure time activities.**

---

*Comment:*  
None.

**3-ALDF-4F-02  
(Ref. 2-5368)**      **The plan for inmate programs and services provides for the identification and use of available community resources.**

---

*Comment:*  
None.

### Counseling

**3-ALDF-4F-03  
(Ref. 2-5371)**      **Written policy, procedure, and practice provide that staff are available to counsel inmates on request; provision is made for counseling and crisis intervention services.**

---

*Comment:*  
Staff members should make time available, on a regularly scheduled basis, for appointments with inmates who request them. Treatment offerings should include group therapy and group and individual counseling. Because inmates may have problems that require immediate attention, at least one staff member should be available 24 hours a day. Crisis intervention services should be available on an as-needed basis to assist disturbed inmates.

### Counseling for Pregnant Inmates

**3-ALDF-4F-04  
(Ref. New)**      **Written policy, procedure, and practice require that comprehensive counseling and assistance are provided to pregnant inmates in keeping with their expressed desires in planning for their unborn children.**

---

*Comment:*  
Counseling and social services should be available from either facility staff or community agencies to assist inmates in making decisions such as whether to keep their child, give the child up for adoption, or consent to an abortion. The written policy and defined procedures should be developed based on a formal legal opinion.

## **Substance Abuse Programs**

**3-ALDF-4F-05  
(Ref. 2-5371)**

**Written policy, procedure, and practice provide for substance abuse programs for inmates with drug and alcohol addiction problems.**

---

***Comment:***

**These programs should include the following:**

- **staff trained in drug and alcohol treatment to design and supervise the program**
- **selection and training of former addicts and recovering alcoholics to serve as employees or volunteers in these programs**
- **coordination with community substance abuse programs**
- **efforts to motivate addicts to seek help**
- **realistic goals for the rehabilitation of inmates with substance abuse problems**
- **a variety of approaches to provide flexibility to meet the varying needs of different addicts**

## Section G Release

**Principle:** The facility provides a structured program to help inmates make a satisfactory transition on their release from incarceration.

### Release Preparation

**3-ALDF-4G-01**  
(Ref. 2-5379)      A program of release preparation is available to all inmates to prepare them for release from the facility.

---

*Comment:*  
None.

**3-ALDF-4G-02**  
(Ref. 2-5026)      When the facility is designated to operate any type of pretrial intervention service or other release program, its authority and responsibility are stated by statute or administrative regulation.

---

*Comment:*  
None.

**3-ALDF-4G-03**  
(Ref. 2-5378)      When a pretrial intervention program, diversion program, pretrial release program, or parole program is conducted in the facility, sufficient staff, space, and equipment are provided to service the program.

---

*Comment:*  
None.

### Temporary and Graduated Release

**3-ALDF-4G-04**  
(Ref. 2-5382)      Temporary release programs are required to have the following elements:

- written operational procedures
- careful screening and selection procedures
- written rules of inmate conduct
- a system of supervision
- a system for evaluating program effectiveness
- efforts to obtain community cooperation and support

---

*Comment:*  
None.

**3-ALDF-4G-05**  
(Ref. 2-5381)      Where statute permits, written policy and procedure allow for inmate participation in work or educational release programs.

---

*Comment:*  
None.

**3-ALDF-4G-06**  
(Ref. 2-5380)

Where statute permits, written policy and procedure allow inmates escorted and unescorted leaves into the community.

*Comment:*  
None.

### Final Release

**3-ALDF-4G-07**  
(Ref. 2-5351)

Written procedures for releasing inmates at the end of their term include, but are not limited to, the following:

- verification of identity
- verification of release papers
- completion of release arrangements, including notification of the parole authorities in the jurisdiction of release, if required
- return of personal effects or contraband
- verification that no facility property leaves the facility
- arrangements for completion of any pending action, such as grievances or claims for damages or lost possessions
- medical screening and arrangements for community follow-up where needed
- instructions on forwarding of mail

*Comment:*

The release process should ensure that all matters relating to the facility are completed. If released to another agency or facility, everyone involved should understand what is to occur with respect to timing, expectations, forwarding of records, and responsibility for completing the transfer.



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# Part Five

## Inmate Programs

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### Section A

#### Work and Correctional Industries

**Principle:** A written body of policy and procedure governs the facility's work programs for inmates, including correctional industries. Policy and procedure address federal, state, and local regulations, the inmate workday, and compensation for work performed.

#### Inmate Work Plan

**3-ALDF-5A-01**  
(Ref. 2-5357)      The facility has a written inmate work assignment plan that provides for inmate employment, subject to the number of work opportunities available and the maintenance of facility security.

---

*Comment:*  
None.

**3-ALDF-5A-02**  
(Ref. 2-5369)      Written policy, procedure, and practice can require all able-bodied inmates to work unless assigned to an approved education or training program. Inmates have the option of refusing to participate in a rehabilitation or treatment program except adult basic education and programs required by statute or ordered by the sentencing court or paroling authority.

---

*Comment:*  
All able-bodied inmates are expected to participate in work assignments, adult basic education programs, and programs ordered by the sentencing court or paroling authority or required by statute. Failure to participate in programs may result in administrative action.

**3-ALDF-5A-03**  
(Ref. 2-5363)      The inmate work plan includes provision for employment for handicapped inmates.

---

*Comment:*  
None.

**3-ALDF-5A-04**  
(Ref. 2-5362)      Written policy and procedure prohibit discrimination in inmate work assignments based on sex, race, religion, and national origin.

---

*Comment:*  
None.

**3-ALDF-5A-05**  
(Ref. 2-5358)

Written policy provides that pretrial and unsentenced detainees are not required to work except to do personal housekeeping. Any inmate may volunteer for work assignments or facility programs.

*Comment:*  
None.

### Work Opportunities

**3-ALDF-5A-06**  
(Ref. New)

The facility provides a variety of work assignments that afford inmates an opportunity to learn job skills and develop good work habits and attitudes that they can apply to jobs after they are released.

*Comment:*  
Whenever possible, inmates should gain work experience relevant to the current job market; assignments for female inmates should expand beyond the traditional tasks assigned to women.

**3-ALDF-5A-07**  
(Ref. 2-5359,  
2-5360, 2-5361)

The facility provides opportunities for inmate employment in correctional industries, facility maintenance, operations, and, to the extent possible, public works and community projects.

*Comment:*  
Many necessary jobs related to maintenance and facility operations can be done by inmates. Inmates may be assigned to construction work, conservation projects, or other work financed by public funds. These programs may be housed separately from the main facility. Staff supervising such inmates should be trained for such an assignment.

**3-ALDF-5A-08**  
(Ref. 2-5359)

The inmate work plan includes provision for work in facility maintenance and operation.

*Comment:*  
None.

**3-ALDF-5A-09**  
(Ref. 2-5360)

Where statute permits, the inmate work plan provides for inmate work assignment in public works projects.

*Comment:*  
None.

**3-ALDF-5A-10**  
(Ref. 2-5361)

Where statute permits, the inmate work plan includes provision for inmates to work in various nonprofit and community service projects.

*Comment:*  
None.

**3-ALDF-5A-11**  
(Ref. New)

Written policy, procedure, and practice provide that the staff operating inmate work programs use the advice and assistance of labor, business, and industrial organizations to assist in providing skills relevant to the job market.

---

**Comment:**

The facility should actively pursue cooperation from labor and industry to help plan and evaluate its work programs and assist in work release, job training, and job placement. The establishment of advisory boards or joint councils should be considered.

**3-ALDF-5A-12**  
(Ref. New)

Written policy, procedure, and practice provide that the inmate workday approximates the workday in the community.

---

**Comment:**

None.

## Work, Health, and Safety Standards

**3-ALDF-5A-13**  
(Ref. 2-5365)  
Mandatory

Inmate working conditions comply with all applicable federal, state, or local work safety laws and regulations.

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**Comment:**

None.

## Correctional Industries

**3-ALDF-5A-14**  
(Ref. New)

There is a statute and/or written policy and procedure that authorizes the establishment of an industries program and delineates the areas of authority, responsibility, and accountability for the program.

---

**Comment:**

Effective administration of an industries program results from carefully formulated constitutional, legislative, and/or policy definition. The legal and/or operational framework of the program must be clearly established as the basis for assessing the program's performance and identifying needed changes. The role of the agency's industries administrator should be clearly defined in relation to that of the facility administrator, who is responsible for all facility programs and activities.

**3-ALDF-5A-15**  
(Ref. New)

Written policy, procedure, and practice provide that the number of inmates assigned to industries operations meet the realistic workload needs of each industries operating unit.

---

**Comment:**

To ensure that realistic working conditions prevail, the industries management should determine the number of workers necessary to handle the workload. Job descriptions outlining responsibilities and performance expectations should be available for each job.

**3-ALDF-5A-16**  
(Ref. New)

Each industries operating unit has a written quality control procedure that provides for raw material, in-process, and final product inspection.

---

**Comment:**

Quality control plans should include product specifications and tolerances or dimensions as well as production techniques, along with the use of appropriate measures for determining conformance to those standards. The plans should also stress periodic inspections throughout the entire production process—including inspection of the finished product—whether such inspections are of a random or statistical sampling or of all products made. Quality control records should be maintained and used for training purposes.

**3-ALDF-5A-17**  
(Ref. New)

A cost accounting system for each operating industries unit is designed, implemented, and maintained in accordance with generally accepted accounting principles.

---

**Comment:**

The cost accounting system should be based on a chart of accounts and general ledger that generate data for other fiscal reports. The system should include a means for recording and allocating the direct and indirect costs and the administrative overhead for each operating unit.

### Inmate Compensation

**3-ALDF-5A-18**  
(Ref. 2-5364)

Written policy and procedure require that inmates are compensated for work performed. Incentives such as monetary compensation, special housing, extra privileges, and good-time credits should be distributed according to written guidelines.

---

**Comment:**

Inmates should be compensated so that they can make purchases from the canteen and accumulate funds to assist them on their release from detention.

**3-ALDF-5A-19**  
(Ref. 2-5366)

Where statute permits, the inmate work plan includes provision for earning credits toward a reduction in sentence.

---

**Comment:**

None.

## **Section B Academic and Vocational Education**

**Principle: A written body of policy and procedure governs the facility's academic and vocational education program for inmates, including program accreditation, staff certification, and coordination with other facility programs and services as well as the community.**

### **Comprehensive Education Program**

**3-ALDF-5B-01  
(Ref. 2-5375)**      **Written policy and procedure provide for inmate access to educational programs, vocational counseling and, when available, vocational training.**

---

*Comment:*

None.

**3-ALDF-5B-02  
(Ref. 2-5368)**      **The plan for inmate programs and services provides for the identification and use of available community resources.**

---

*Comment:*

None.

## **Section C Recreation and Activities**

**Principle: A written body of policy and procedure governs the facility's recreation and activities programs for inmates, including program coordination and supervision, facilities and equipment, community interaction, and activities initiated by inmates.**

### **Comprehensive Recreational Program**

**3-ALDF-5C-01  
(Ref. 2-5375)**      **Written policy and procedure provide inmates with access to recreational opportunities and equipment, including one hour daily of physical exercise outside the cell, and outdoors when weather permits.**

---

*Comment:*  
None.

### **Equipment and Facilities**

**3-ALDF-5C-02  
(Ref. 2-5373)**      **Written policy and procedure provide opportunities for all inmates to participate in leisure time activities outside the cell or room on a daily basis.**

---

*Comment:*  
None.

## Section D Mail, Telephone, Visiting

**Principle: A written body of policy and procedure governs the facility's mail, telephone, and visiting service for inmates, including mail inspection, public phone use, and routine and special visits.**

### Mail

#### Inmate Correspondence

**3-ALDF-5D-01  
(Ref. 2-5327)**      **Written policy and procedure govern inmate correspondence; they are available to all staff and inmates, reviewed annually and updated as needed.**

---

**Comment:**

None.

**3-ALDF-5D-02  
(Ref. 2-5328)**      **When the inmate bears the mailing cost, there is no limit on the volume of letters he/she can send or receive or on the length, language, content, or source, of mail or publications, except when there is reasonable belief that limitation is necessary to protect public safety or facility order and security.**

---

**Comment:**

The number of approved correspondents for an inmate should be unlimited, and there should be no limit on the number of letters an inmate may send or receive from approved correspondents. Limits may be placed on use of mail for the conduct of an inmate business.

**3-ALDF-5D-03  
(Ref. 2-5329)**      **Written policy, procedure, and practice provide that indigent inmates, as defined in policy, receive a specified postage allowance to maintain community ties.**

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**Comment:**

An inmate without financial resources should be provided the means to send a reasonable number of letters per month. Community ties include family, personal friends, etc., but not privileged communication to attorneys, public officials, and courts.

#### Access to Publications

**3-ALDF-5D-04  
(Ref. 2-5330)**      **Written policy and procedure govern inmate access to publications.**

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**Comment:**

Policy and procedure should define which publications are allowed in the facility and how they will be inspected. Restriction to access should be related directly to maintenance of facility order and security.

## Inspection of Letters and Packages

**3-ALDF-5D-05**  
**(Ref. 2-5332)**

Written policy, procedure, and practice provide that inmate mail, both incoming and outgoing, may be opened and inspected for contraband. Mail is read, censored, or rejected when based on legitimate facility interests of order and security. Inmates are notified when incoming or outgoing letters are withheld in part or in full.

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**Comment:**

Case law has defined legal limits on censorship of mail. Inmates should be permitted uncensored correspondence so long as the correspondence poses no threat to the safety and security of the facility, public officials, or the general public and is not being used to further illegal activities. When inmate mail is censored or rejected, the inmate or author should be notified of the reasons for the action and have an opportunity to appeal that decision; such appeals should be referred to officials who did not participate in the original disapproval of the correspondence.

**3-ALDF-5D-06**  
**(Ref. 2-5334)**

Written policy, procedure, and practice specify that inmates are permitted to send sealed letters to a specified class of persons and organizations, including but not limited to the following: courts; counsel; officials of the confining authority; state and local chief executive officers; administrators of grievance systems; and members of the paroling authority. Mail to inmates from this specified class of persons and organizations may be opened only to inspect for contraband and only in the presence of the inmate, unless waived in writing.

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**Comment:**

None.

**3-ALDF-5D-07**  
**(Ref. 2-5333)**

Written policy and procedure provide for the inspection of inmate letters and packages to intercept cash, checks, money orders, and contraband. A receipt is given the addressee.

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**Comment:**

None.

**3-ALDF-5D-08**  
**(Ref. 2-5331)**

Written policy, procedure, and practice require that, excluding weekends and holidays, incoming and outgoing letters are held for no more than 24 hours and packages are held for no more than 48 hours.

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**Comment:**

Inspection for contraband in letters should take no longer than 24 hours to complete so that incoming letters should be distributed to inmates and outgoing letters sent to the post office within 24 hours of receipt. Similarly, inspection of packages should take no longer than 48 hours to complete. The standard does not prohibit the holding of mail for inmates who are temporarily absent from the facility (e.g., hospital, court).



## Telephone

**3-ALDF-5D-09**  
(Ref. 2-5335)

Written policy, procedure, and practice provide for inmate access to telephones.

**Comment:**

Telephone facilities should permit reasonable and equitable access to all inmates and permit a reasonable amount of privacy. Procedures should specify the hours during which the telephone is available, the maximum length of calls, and any limitation on calls. All long-distance calls should be made collect.

## Visiting

**3-ALDF-5D-10**  
(Ref. 2-5337)

Written policy, procedure, and practice provide that the number of visitors an inmate may receive and the length of visits may be limited only by the facility's schedule, space, and personnel constraints or when there are substantial reasons to justify such limitations.

**Comment:**

Inmates should not be denied access to visits with persons of their choice except when the facility administrator or designee can present clear and convincing evidence that such visitation jeopardizes the safety and security of the facility or the visitors.

**3-ALDF-5D-11**  
(Ref. 2-5340)

Written policy and procedure govern visiting for high risk inmates.

**Comment:**

None.

## Extended and Special Visits

**3-ALDF-5D-12**  
(Ref. 2-5341)

Written policy and procedure govern special visits.

**Comment:**

None.

**3-ALDF-5D-13**  
(Ref. New)

Where statute permits, written policy, procedure, and practice provide for extended visits between inmates and their families.

**Comment:**

Policy and procedure should provide specific guidelines for determining which inmates are permitted extended visits with family; the length of the visit; where the visit should take place; and other conditions. Inmates with appropriate security classifications should be permitted furloughs home of up to three days. Also, if permitted by statute, the facility should provide suitable private accommodations on facility grounds for extended visits between inmates and their families.

**3-ALDF-5D-14**  
**(Ref. New)**

Where statute permits, written policy, procedure, and practice provide that inmates with appropriate security classifications are allowed furloughs to the community to maintain community and family ties, seek employment opportunities, and for other purposes consistent with the public interest.

***Comment:***

Unescorted leaves of absence for a set period of time may be appropriate to allow inmates to participate in work and study release programs, make residential plans for parole, or any other purpose consistent with the inmate's security classification.

### Visitor Registration

**3-ALDF-5D-15**  
**(Ref. 2-5338)**

Written policy, procedure, and practice provide that visitors register on entry into the facility and specify the circumstances under which visitors may be searched.

***Comment:***

Each visitor should register his or her name, address, and relation to the inmate. Staff may search visitors and their belongings according to written procedure.

**3-ALDF-5D-16**  
**(Ref. New)**

The facility provides information to visitors about transportation to the facility and facilitates transportation between the facility and nearby public transit terminals.

***Comment:***

Facilities situated considerable distances from public transit terminals should try to provide transportation for visitors, particularly when transportation costs are significant.

## Section E Library

**Principle: A written body of policy and procedure governs the facility's library program, including acquisition of materials, hours of availability, and staffing.**

### Comprehensive Library Services

**3-ALDF-5E-01  
(Ref. 2-5376)** Library services are available to all inmates in detention facilities and, at a minimum, reading materials are available to inmates in holding units.

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**Comment:**

Library services provided should include, at a minimum: materials responsive to the interests and educational needs of users; information service to locate facts needed; programs for individuals or group information and enjoyment, such as books, media, discussion groups, music, creative writing, and speakers; and a distinct library setting.

Library materials should include up-to-date informational, recreational, legal, and educational resources appropriate to individual inmates both in the library and in the living units, including segregation units. Library resources should be supplemented by the entire collection of local, regional, and state libraries; law libraries; and interlibrary loan services. When appropriate, the resources of the libraries for the blind and physically handicapped should be used.

**3-ALDF-5E-02  
(Ref. 2-5377)** The facility has a qualified staff person who coordinates and supervises library services.

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**Comment:**

This position may be full-time or part-time and may be filled by volunteer or contract personnel. If the person is not a trained librarian, he/she should receive training in library services.

### Selection and Acquisition of Materials

**3-ALDF-5E-03  
(Ref. New)** Written policy defines the principles, purposes, and criteria used in selection and maintenance of library materials.

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**Comment:**

Library materials should be selected to meet the educational, informational, and recreational needs of the inmates. They should be easily accessible and regulated by a system that prevents abuse.

**3-ALDF-5E-04  
(Ref. 2-5376)**

The library participates in interlibrary loan programs when available.

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**Comment:**

Participation in interlibrary loan programs with local and state public library systems can increase the materials available to inmates without increasing acquisition expenses.

## Section F Religious Programs

**Principle:** A written body of policy and procedure governs the facility's religious programs for inmates, including program coordination and supervision, opportunities to practice the requirements of one's faith, and use of community resources.

### Program Coordination and Supervision

- 3-ALDF-5F-01**  
(Ref. 2-5298-1)
- There is a chaplain(s) with two minimum qualifications of (1) Clinical Pastoral Education or equivalent specialized training and (2) endorsement by the appropriate religious certifying body.**
- 
- Comment:**  
The chaplain shall assure equal status and protection for all religions.
- 3-ALDF-5F-02**  
(Ref. 2-5298-2)
- In facilities with an average daily population of 500 or more inmates there is a full-time chaplain(s). For facilities with less than 500 inmates adequate religious staffing is available.**
- 
- Comment:**  
None.
- 3-ALDF-5F-03**  
(Ref. 2-5298-3)
- The chaplain(s) in cooperation with the facility administrator (and/or his designee) plans, directs, and supervises all aspects of the religious program, including approval and training of both lay and clergy volunteers from faiths represented by the inmate population. The chaplain (s) has access physically to all areas of the facility to minister to inmates and staff.**
- 
- Comment:**  
The religious program shall be designed to fulfill the responsibility of the facility to ensure that all inmates are able to voluntarily exercise their constitutional right to religious freedom.
- 3-ALDF-5F-04**  
(Ref. New)
- The chaplain has physical access to all areas of the facility to minister to inmates and staff.**
- 
- Comment:**  
None.
- 3-ALDF-5F-05**  
(Ref. New)
- The chaplain or designated religious staff member develops and maintains close relationships with community religious resources.**
- 
- Comment:**  
Community resources can help augment the delivery of appropriate religious services on special holidays or as needed to meet the requirements of the diversity of religious faiths among inmates.

## Opportunity to Practice One's Faith

**3-ALDF-5F-06**  
**(Ref. 2-5372)**

Written policy, procedure, and practice provide that inmates have the opportunity to participate in practices of their religious faith that are deemed essential by the faith's judicatory, limited only by documentation showing threat to the safety of persons involved in such activity or that the activity itself disrupts order in the facility.

**Comment:**

Religious practices include, but are not limited to, access to religious publications; religious symbols; congregate worship/religious services in appropriate space; individual and group counseling; religious study classes; and adherence to dietary requirements. Inmates in administrative segregation are allowed to participate in such religious practices subject to the same limitations stated in the standard.

In determining what constitutes legitimate religious practices, the facility administrator or designee should consider whether there is a body of literature stating religious principles that support the practices and whether the practices are recognized by a group of people who share common ethical, moral, or intellectual views.

**3-ALDF-5F-07**  
**(Ref. 2-5298-4)**

When a religious leader of an inmate's faith is not represented through the chaplaincy staff or volunteers, the chaplain(s) assists the inmate in contacting such a person. That person shall have the appropriate credentials from the faith judicatory and may minister to the inmate under the supervision of the chaplain.

**Comment:**

The religious leader may visit at designated regular times, with provision for emergency visits.

**3-ALDF-5F-08**  
**(Ref. 2-5298)**

Written policy, procedure, and practice provide that inmates have the opportunity to participate in practices of their religious faith that are deemed essential by the faith's judicatory, limited only by documentation showing threat to the safety of persons involved in such activity or that the activity itself disrupts order in the facility.

**Comment:**

Religious practices shall include, but are not limited to: access to religious publications; religious symbols; congregate worship/religious services in appropriate space; individual and group counseling; religious study classes; and adherence to dietary requirements. Inmates in administrative segregation shall be allowed to participate in such religious practices subject to the same limitations. In determining what constitutes legitimate religious practices, the facility administrator or designee should consider whether there is a body of literature stating religious principles that support the practices and whether the practices are recognized by a group of people who share common ethical, moral, or intellectual views.

## Religious Facilities and Equipment

**3-ALDF-5F-09**  
**Ref. 2-5298-5)**

Written policy, procedure, and practice require that the facility provides space and equipment adequate for the conduct and administration of religious programs. The facility provides for the availability of noninmate clerical staff for confidential material.

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**Comment:**

Sufficient space shall be available for congregate worship/religious services, individual counseling, group counseling and/or religious studies, and chaplaincy offices. Equipment, office supplies, and secretarial help shall be adequate to meet the needs of the religious program. Volunteers are acceptable as clerical support staff.

**3-ALDF-5F-10**  
**(Ref. 2-5298-6)**

The chaplain(s), in cooperation with the facility administrator or designee, develops and maintains communications with faith communities and approves donations of equipment or materials for use in religious programs.

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**Comment:**

The approval of such donations will ensure equipment and materials for the approved religious practices, as well as avoid accumulation of duplicate or inappropriate materials.

# Appendix A

## Definition of "Qualified Individual" for Safety and Sanitation Inspections

Several standards refer to documentation and inspections by "qualified individuals." (For example, Building and Safety Codes (2A), Fire Safety (3B), Food Service (4C), Sanitation and Hygiene (4D), and Work and Correctional Industries (5A) standards.) Such persons may also be referred to as "independent, qualified source," "qualified departmental staff member," "qualified designee," or "qualified fire and safety officer."

A "qualified individual" is a person whose training, education, and/or experience specifically qualifies him or her to do the job indicated in the standard.

### I. General Requirements

When a standard calls for inspections, the individual conducting them needs to be trained in the application of appropriate codes and regulations. Standards do not specify the number of hours of training required, as this is determined in part by the tasks assigned. At a minimum, though, the qualified individual must (1) be familiar with the applicable codes and regulations and their requirements; (2) be able to use the appropriate instruments for measuring and documenting code compliance; (3) be able to complete checklists and prepare the necessary reports; and (4) have the authority to make corrections when deficiencies are found.

Training is often obtained from code officials or inspectors (fire marshals, building officials); government agencies that have statutory authority for inspections in a particular area (health department, labor department); or private organizations, such as the National Fire Protection Association. Often the individual obtains written certification or approval from these authorities to conduct in-house inspections. When trained and certified by the above sources to do so, a central office specialist may train and assist facility staff to conduct inspections.

### II. Specific Requirements

#### A. Authority Having Jurisdiction

The term "authority having jurisdiction" is defined as follows:

The authority having jurisdiction may be a federal, state, local, or other regional department or individual, such as the fire chief, fire marshal, chief of a fire prevention bureau, labor department, health department, building official, electrical inspector, or others with statutory authority. The authority having jurisdiction may be employed by the department/agency, provided that he or she is not under the authority of the facility administrator and that the report generated is referred to higher authorities within the department/agency independent of influence by the facility administrator or staff. This rule applies no matter who generates the report.

The definition also applies to the terms "independent, qualified source" and "independent, outside source."

#### B. Inspections

Qualified individuals conducting the monthly and weekly inspections required in the standards may be institutional staff members.

The qualified individual responsible for conducting *monthly* inspections (e.g., fire and safety officer, safety/sanitation specialist) may be an institutional staff member trained in the application of jurisdictional codes and regulations. Periodically and as needed, this individual receives assistance from the independent

authority or central office specialist(s) on requirements and inspections. This assistance may include participation in quarterly or biannual inspections. Training for the individual conducting the monthly inspections may be provided by the applicable agencies or through the agency's central office specialist(s).

The qualified departmental staff member who conducts *weekly* inspections of the facility may be an institutional staff member who has received training in and is familiar with the safety and sanitation requirements of the jurisdiction. At a minimum, on-the-job training from the facility's safety/sanitation specialist or the fire and safety officer regarding applicable regulations is expected, including use of checklists and methods of documentation.

The periodic weekly and monthly inspections may be conducted by either a combination of qualified individuals or one specialist, as long as the schedules and minimum qualifications described above are met. Safety and sanitation inspections may be conducted by the same person, provided this individual is familiar with the regulations for both types of inspections. When safety and sanitation requirements differ substantially, it may sometimes be necessary to call on several qualified individuals to conduct the inspections required by the standards. Using more than one person is strongly recommended.

### **III. Compliance Audits**

In conducting standards compliance audits, Commission Visiting Committees will review documentation submitted by the facilities to assist them in judging the qualifications of these individuals. In making compliance decisions, the audit teams will look closely at the facility's entire program—both practices and results—for ensuring safety and sanitation.



## **Appendix B**

# **Guidelines for the Control and Use of Flammable, Toxic, and Caustic Substances**

This appendix provides definitions and recommendations to assist agencies in the application of standards that address the control of materials that present a hazard to staff and inmates.

Substances that do not contain any of the properties discussed in the guidelines but are labeled "Keep out of reach of children" or "May be harmful if swallowed" are not necessarily subject to the controls specified in the guidelines. Their use and control, however, including the quantities available, should be evaluated and addressed in agency policy. Questions concerning the use and control of any substance should be resolved by examining the manufacturer's Material Safety Data Sheet.

### **I. Definitions**

*Flash point*—The minimum temperature at which a liquid will give off sufficient vapors to form an ignitable mixture with the air near the surface of the liquid (or in the vessel used).

*Flammable liquid*—A substance with a flash point below 100 degrees Fahrenheit (37.8 degrees Centigrade). Classified by flash point as a Class I liquid. (See Table B.)

*Combustible liquid*—A substance with a flash point at or above 100 degrees Fahrenheit. Classified by flash point as a Class II or Class III liquid. (See Table B.)

*Toxic material*—A substance that, through chemical reaction or mixture, can produce possible injury or harm to the body by entry through the skin, digestive tract, or respiratory tract. The toxicity is dependent on the quantity absorbed and the rate, method, and site of absorption. (See Table B.)

*Caustic material*—A substance capable of destroying or eating away by chemical reaction. (See Table B.)

It is possible that a substance may possess more than one of the above properties; therefore the safety requirements for all applicable properties should be considered.

### **II. General Guidelines**

#### **A. Issuance**

All flammable, caustic, and toxic substances should be issued (i.e., drawn from supply points to canisters or dispensed) only under the supervision of authorized staff.

#### **B. Amounts**

All such substances should be issued only in the amount necessary for one day's needs.

#### **C. Supervision**

All persons using such substances should be closely supervised by qualified staff.

#### **D. Accountability**

All such substances must be accounted for before, during, and after their use.

## Table B Common Flammable, Toxic, and Caustic Substances

### Class I Liquids

Gasoline  
Benzine (Petroleum ether)  
Acetone  
Hexane  
Lacquer  
Lacquer thinner  
Denatured alcohol  
Ethyl alcohol  
Xylene (Xylol)  
Contact cement (flammable)  
Toluidi (Toluene)  
Methyl ethyl ether  
Methyl ethyl ketone  
Naphtha Y, M, and P

### Class II Liquids

Diesel fuel  
Motor oil  
Kerosene  
Cleaning solvents  
Mineral spirits  
Agitene

### Class III Liquids

Paints (oil base)  
Linseed oil  
Mineral oil  
Neatsfoot oil  
Sunray conditioner  
Guardian fluid

### Toxic Substances

Ammonia  
Chlorine  
Antifreeze  
Duplicating fluid  
Methyl alcohol  
Defoliants  
Herbicides  
Pesticides

### Caustic Substances

Lye  
Muriatic acid  
Caustic soda  
Sulfuric acid  
Tannic acid

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### III. Specific Guidelines for Storage, Use, and Disposal

#### A. Flammable and Combustible Liquids

Any liquid or aerosol that is required to be labeled "Flammable" or "Combustible" under the Federal Hazardous Substances Labeling Act must be stored and used according to label recommendations and in a way that does not endanger life and property.

##### 1. Storage

Lighting fixtures and electrical equipment in flammable liquid storage rooms must conform to the *National Electrical Code* requirements for installation in hazardous locations.

Storage rooms must meet the following specifications:

- Be of fire-resistant construction and properly secured.
- Have self-closing fire doors at all openings.
- Have either a four-inch sill or a four-inch depressed floor (inside storage rooms only).
- Have a ventilation system—either mechanical or gravity flow within twelve inches of the floor—that provides at least six air changes per hour in the room.

Each storage cabinet must be

- Properly constructed and securely locked.
- Conspicuously labeled "Flammable—Keep Fire Away."
- Used to store no more than sixty gallons of Class I or Class II liquids or 120 gallons of Class III liquids.

Storage rooms and cabinets must be properly secured and supervised by an authorized staff member any time they are in use. Doors and cabinets shall be placed so that they do not obstruct access to exits, stairways, and other areas normally used for evacuation in the event of fire or other emergency.

All portable containers for flammable and combustible liquids other than the original shipping containers must be approved safety cans listed or labeled by a nationally recognized testing laboratory. Containers should bear legible labels identifying the contents.

All excess liquids should remain in their original container in the storage room or cabinet. All containers should be tightly closed when not in use.

##### 2. Use

The use of any flammable or combustible liquid must conform with the provisions and precautions listed in the manufacturer's Material Safety Data Sheet.

Flammable and combustible liquids can be dispensed only by an authorized staff member. The only acceptable methods for drawing from or transferring these liquids into containers inside a building are (1) through a closed piping system; (2) from safety cans; (3) by a device drawing through the top; or (4) by gravity through an approved self-closing system. An approved grounding and bonding system must be used when liquids are dispensed from drums.

Only liquids with a flash point at or above 100 degrees Fahrenheit (e.g., Stoddard solvents, kerosene) can be used for cleaning. Such operations must be performed in an approved parts cleaner or dip-tank fitted with a fusible link lid with a 160 degree F melting-temperature link. *Under no circumstances can flammable liquids be used for cleaning.*

### 3. Disposal

Excess flammable or combustible liquids must be disposed of properly. The Material Safety Data Sheet for each substance prescribes the proper method of disposal and related precautions.

### 4. Spills

Information on the proper course of action for chemical spills is contained in the Material Safety Data Sheet for each substance.

## B. Toxic and Caustic Substances

### 1. Storage

All toxic and caustic materials are to be stored in their original containers in a secure area in each department. The manufacturer's label must be kept intact on the container.

### 2. Use

Toxic and caustic substances can be drawn only by a staff member. The Material Safety Data Sheet for each substance details the necessary provisions and precautions for its use.

Unused portions are to be returned to the original container in the storage area or, if appropriate, stored in the storage area in a suitable, clearly labeled container.

### 3. Disposal

See disposal guidelines for Flammable and Combustible Liquids above.

### 4. Spills

See spills guidelines for Flammable and Combustible Liquids above.

## C. Poisonous Substances

Poisonous substances or chemicals are those that pose a very high (Class I) caustic hazard due to their toxicity. Examples: methyl alcohol; sulfuric acid; muriatic acid; caustic soda; tannic acid. There are special precautions on the control and use of methyl alcohol (also known as wood alcohol or methanol), which is a flammable, poisonous liquid commonly used in industrial applications (e.g., shellac thinner, paint solvent, duplicating fluid, solvents for leather cements and dyes, flushing fluid for hydraulic brake systems). *Drinking methyl alcohol can cause death or permanent blindness.*

The use of any product containing methyl alcohol must be directly supervised by staff. Products containing methyl alcohol in a diluted state, such as shoe dye, may be issued to inmates or residents, but only in the smallest workable quantities.

Immediate medical attention is imperative whenever methyl alcohol poisoning is suspected.

## D. Other Toxic Substances

1. Permanent antifreeze containing ethylene glycol should be stored in a locked area and dispensed only by authorized staff.

2. Typewriter cleaner containing carbon tetrachloride or trichloroethane should be dispensed in small quantities and used under direct supervision.

3. The use of cleaning fluid containing carbon tetrachloride or tetrachloride or trichloroethylene must be strictly controlled.

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4. Glues of all types may contain hazardous chemicals and should receive close attention at every stage of handling. Nontoxic products should be used when possible. Toxic glues must be stored under lock and used under close supervision.

5. The use of dyes and cements for leather requires close supervision. Nonflammable types should be used whenever possible.

6. Ethyl alcohol, isopropyl alcohol, and other antiseptic products should be stored and used only in the medical department. The use of such chemicals must be closely supervised. Whenever possible, such chemicals should be diluted and issued only in small quantities so as to prevent any injurious or lethal accumulation.

7. Pesticides contain many types of poisons. The staff member with responsibility for the facility's safety program should be responsible for purchasing, storing, and dispensing any pesticide. All pesticides should be stored under lock. NOTE: Only chemicals approved by the Environmental Protection Agency shall be used. DDT and 1080 (sodium fluoracetate) are among those chemicals absolutely prohibited.

8. Herbicides must be stored under lock. The staff member responsible for herbicides must have a current state license as a Certified Private Applicator. Proper clothing and protective gear must be used when applying herbicides.

9. Lyes must be used only in dye solutions and only under the direct supervision of staff.

## **IV. Responsibilities**

### **A. Inventories**

Constant inventories should be maintained for all flammable, toxic, and caustic substances used and stored in each department. A bin record card should be maintained for each such substance to accurately reflect acquisitions, disbursements, and the amounts on hand.

### **B. Departmental Files**

Each department using any flammable, toxic, or caustic substance should maintain a file of the manufacturer's Material Safety Data Sheet for each substance. This file should be updated at least annually. The file should also contain a list of all areas where these substances are stored, along with a plant diagram and legend. A copy of all information in the file, including the Material Safety Data Sheets, should be supplied to the staff member responsible for the facility's safety program.

### **C. Master Index**

The person responsible for the facility's safety program should compile a master index of all flammable, caustic, and toxic substances in the facility, including their locations and Material Safety Data Sheets. This information should be kept in the safety office (or comparable location) and should be supplied to the local fire department. The master index should also contain an up-to-date list of emergency phone numbers (e.g., local fire department, local poison control center).

### **D. Personal Responsibility**

It is the responsibility of each person using these substances to follow all prescribed safety precautions, wear personal protective equipment when necessary, and report all hazards or spills to the proper authority. The protection of life, property, and our environment depends on it.

## GLOSSARY

**Adjudicatory hearing**—A hearing to determine whether the allegations of a petition are supported by the evidence beyond a reasonable doubt or by the preponderance of the evidence.

**Administrative segregation**—A unit housing inmates whose continued presence in the general population poses a serious threat to life, property, self, staff, or other inmates.

**Administrator of field services**—The individual directly responsible for directing and controlling the operations of the adult probation and/or parole field services program. This person may be a division head in a large correctional agency, a chief probation officer answering to a judge, or the administrative officer of a court or parole authority with responsibility for the field services program.

**Admission**—The process of entry into a program. During admission processing the juvenile or adult offender receives an orientation to program goals, rules, and regulations. Assignment to living quarters and to appropriate staff is also completed at this time.

**Adult community residential service**—Also referred to as a halfway house, a community-based program providing a group residence (such as a house, work release center, prerelease center) for probationers, parolees, residents in incarcerated status, and referrals through the courts or other agencies. Clients may also receive these services from the agency on a nonresidential basis. (See *Out-client*.)

**Adult correctional institution**—A confinement facility, usually under state or federal auspices, that has custodial authority over adults sentenced to confinement for more than a year.

**Adult detention facility or Jail**—A local confinement facility with temporary custodial authority. Adults can be confined pending adjudication for forty-eight hours or more and usually for sentences of up to two years.

**Affirmative action**—A concept designed to ensure equal opportunity for all persons regardless of race, religion, age, sex, or ethnic origin. These equal opportunities include all personnel programming, such as selection, retention, rate of pay, demotion, transfer, layoff, termination, and promotion.

**Aftercare**—Control, supervision, and care exercised over juveniles released from facilities through a stated release process. (See *Releasing authority*.)

**Agency**—The unit of a governing authority that has direct responsibility for the operation of a corrections program, including the implementation of policy as set by the governing authority. For a community residential center, this would be the administrative headquarters of the facilities. A single community facility that is not part of a formal consolidation of community facilities is considered to be an agency. In a public agency, this could be a probation department, welfare department, or similar agency. For a juvenile correctional organization, this would be the central office responsible for governing the juvenile correctional system for the jurisdiction.

**Agency administrator**—The administrative officer appointed by the governing authority or designee who is responsible for all operations of the agency, such as the department of corrections or parole, and all related programs under his or her control.

**Agency industries administrator**—The individual who has functional responsibility for industries operations throughout the correctional system. Titles such as head of industries, superintendent, chief, director, or general manager may be used to denote this position.

**Alternative meal**—Food and/or meals that are prepared and served as an alternate to the regular meal. The alternate meal must be nutritionally adequate to ensure good health.

**Audit**—An examination of agency or facility records or accounts to check their accuracy, which is conducted by a person or persons not directly involved in the creation and maintenance of these records or accounts. An independent audit results in an opinion that either affirms or disaffirms the accuracy of records or accounts. An operational or internal audit usually results in a report to management that is not shared with those outside the agency.

**Authority having jurisdiction**—The organization or individual designated by statute, regulation, administrative rule or policy that is responsible for a specified activity, function, or operation within a correctional setting.

**Booking**—Both a law enforcement process and a detention facility procedure. As a police administrative action, it is an official recording of an arrest and the identification of the person, place, time, arresting authority,

and reason for the arrest. In a detention facility, it is a procedure for the admission of a person charged with or convicted of an offense, and includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's personal property.

**Budget**—A plan for allocation of anticipated revenues and expenditures.

**Building code**—Federal, state, or local regulations that dictate the construction of a facility.

**Camp**—A nonsecure residential program located in a relatively remote area. The residents participate in a structured program that emphasizes outdoor work, including conservation and related activities. There are often twenty to sixty residents in these facilities.

**Canteen/Commissary**—An area or system where approved items are available for purchase by inmates/juveniles.

**Career development plan**—The planned sequence of promotions within an agency that contains provision for (1) vertical movement throughout the entire range of a particular discipline, (2) horizontal movement encouraging lateral and promotional movement between disciplines, and (3) opportunity for all to compete for the position of head of the agency. Progression along these three dimensions can occur as long as the candidate has the ambition, ability, and required qualifications.

**Case conference**—A conference between individuals working with the juvenile or adult offender to see that court-ordered services are being provided.

**Case record**—Information concerning an offender's criminal, personal and medical history, behavior, and activities while in custody. The record typically includes commitment papers, court orders, detainers, personal property receipts, visitor lists, photographs, fingerprints, type of custody, disciplinary infractions and action taken, grievance reports, work assignments, program participation, and miscellaneous correspondence.

**Casework**—The function of the caseworker, social worker, or other professional in providing social services, such as counseling, to individuals in custody.

**Cellblock**—A group or cluster of single and/or multiple occupancy cells or detention rooms immediately adjacent and directly accessible to a day or activity room. In some facilities the cellblock consists of a row of cells fronted by a dayroom of corridor-like proportions.

**Chemical agent**—An active substance, such as tear gas, used to deter activities that might cause personal injury or property damage.

**Chief of police**—A local law enforcement official who is the appointed or elected chief executive of a police department and is responsible for the operation of the city jail or lockup.

**Chronic care**—Health care provided to patients over a long period of time.

**Citizen volunteer**—An individual who donates his or her time and effort to enhance the activities and programs of the agency. They are selected on the basis of their skills and personal qualities to provide services in recreation, counseling, education, religion, etc.

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

**Classroom**—An area specifically designed and equipped for the conduct of educational and vocational programming.

**Co-correctional facility**—An institution designed to house both male and female juvenile or adult offenders.

**Code of ethics**—A set of rules describing acceptable standards of conduct for all employees.

**Commissary/Canteen**—An area or system where approved items are available for purchase by inmates.

**Committing authority**—The agency or court responsible for placing a youth in a program.

**Community resources**—Human service agencies, service clubs, citizen interest groups, self-help groups, and individual citizen volunteers that offer services, facilities, or other functions that can meet the needs of the facility or have the potential to assist residents. These various resources, which may be public or private, national or local, may assist with material and financial support, guidance, counseling, and supportive services.

**Contact visiting**—A program inside and/or outside the facility that permits inmates/juveniles to visit with designated person(s). The area is free of obstacles or barriers that prohibit physical contact.

**Contraband**—Any item possessed by confined juvenile or adult offenders or found within the facility that is illegal by law or expressly prohibited by those legally charged with the administration and operation of the facility or program.

**Contractor**—A person or organization that agrees to furnish materials or to perform services for the facility or jurisdiction at a specified price. Contractors operating in correctional facilities are subject to all applicable rules and regulations for the facility.

**Contractual arrangement**—An agreement with a private party (such as an incorporated agency or married couple) to provide services to juvenile or adult offenders for remuneration. (See Independent operator.)

**Control center**—The central point within a facility or institution where security activities are monitored and controlled. The control center is constructed at a level appropriate to the security level of the facility.

**Corporal punishment**—Any act of inflicting punishment directly on the body, causing pain or injury.

**Correctional facility**—A facility used for the incarceration of individuals accused or convicted of criminal activity. A correctional facility is managed by a single chief executive officer with broad authority for the operation of the facility. This authorization typically includes the final authority for decisions concerning (1) the employment or termination of staff members, and (2) the facility operation and programming within guidelines established by the parent agency or governing body.

A correctional facility must also have (1) a separate perimeter that precludes the regular commingling of the inmates with inmates from other facilities, (2) a separate facility budget managed by a chief executive officer within guidelines established by the parent agency or governing authority, and (3) staff that are permanently assigned to the facility.

**Counseling**—Planned use of interpersonal relationships to promote social adjustment.

**County parole**—The status of a county jail inmate who, convicted of a misdemeanor and conditionally released from a confinement facility prior to the expiration of sentence, has been placed under supervision in the community for a period of time.

**Criminal record check**—Conducted in accordance with state and federal statutes to detect any criminal convictions of an individual.

**Dayroom**—Space for activities that is situated immediately adjacent to the inmate/juvenile sleeping areas and separated from them by a wall.

**dBA scale**—A system for measuring the relative loudness of sound.

**Delinquent act**—An act that, if committed by an adult, would be considered a crime.

**Delinquent youth**—Also referred to as a juvenile delinquent or a criminal-type offender, a youth who has been charged with or adjudicated for conduct that would, under the law of the jurisdiction in which the offense was committed, be a crime if committed by an adult. (See *Status offender* and *Juvenile*.)

**Detainee**—Any person confined in a local detention facility not serving a sentence for a criminal offense.

**Detainer**—A warrant placed against a person in a federal, state, or local correctional facility that notifies the holding authority of the intention of another jurisdiction to take custody of that individual when he or she is released.

**Dental screening**—Conducted on initial intake with instructions on dental hygiene under the direction and supervision of a dentist with appropriate state or federal licensure.

**Detention warrant**—A warrant that authorizes the arrest and temporary detention of a parolee pending preliminary revocation proceedings. A detention warrant should be distinguished from a warrant for the return of a parolee to prison, although return warrants are sometimes used as detainers. For the purpose of these standards, return warrants used as detainers are also deemed to be detention warrants.

**Detoxification**—The process by which an individual is gradually withdrawn from a drug or alcohol addiction.

**Disciplinary detention**—A unit housing inmates convicted of serious rule violations.



**Disciplinary hearing**—A nonjudicial administrative procedure to determine if substantial evidence exists to find an inmate guilty of a rule violation.

**Disciplinary report**—A written report, prepared by a person with appropriate authority, describing an alleged violation of a facility's rules or regulations.

**Dispositional hearing**—A hearing held subsequent to the adjudicatory hearing in order to determine what order of disposition (e.g., probation, training school, foster home) should be made concerning a juvenile adjudicated as delinquent.

**Diversion**—The official halting or suspension, at any legally prescribed point after a recorded justice system entry, of formal criminal or juvenile justice proceedings against an alleged offender. The suspension of proceedings may be in conjunction with a referral of that person to a treatment or care program administered by a nonjudicial or a private agency, or there may be no referral.

**Due process safeguards**—Those procedures that ensure just, equal, and lawful treatment of an individual involved in all stages of the juvenile or criminal justice system, such as a notice of allegations, impartial and objective fact finding, the right to counsel, a written record of proceedings, a statement of any disposition ordered with the reasons for it, and the right to confront accusers, call witnesses, and present evidence.

**Educational program**—A program of formal academic education or a vocational training activity designed to improve employment capability.

**Educational release**—The designated time when residents or inmates leave the program or institution to attend school in the community, returning to custody after school hours.

**Elective surgery**—Surgery designed to correct a substantial functional deficit.

**Emergency**—Any significant disruption of normal facility or agency procedure, policy, or activity caused by riot, escape, fire, natural disaster, employee action, or other serious incident.

**Emergency care**—Care for an acute illness or unexpected health care need that cannot be deferred until the next scheduled sick call. Emergency care shall be provided to the resident population by the medical director, physician, or other staff, local ambulance services, and/or outside hospital emergency rooms. This care shall be expedited by following specific written procedures for medical emergencies described in the standards.

**Emergency plans**—Written documents that address specific actions to be taken in an institutional emergency or catastrophe such as a fire, flood, riot or other major disruption.

**Emergency power**—An alternate power system that is activated when the primary source of electricity is interrupted. The system may be an emergency generator, battery operated power pack, or an alternate supply source.

**Environmental health**—All conditions, circumstances, and surrounding influences that affect the health of individuals or groups in the area.

**Facility**—A place, institution, building (or part thereof), set of buildings, or area (whether or not enclosing a building or set of buildings) that is used for the lawful custody and/or treatment of individuals. It may be owned and/or operated by public or private agencies and includes the staff and services as well as the buildings and grounds.

**Facility administrator**—Any official, regardless of local title (e.g., sheriff, chief of police, administrator, warden/superintendent) who has the ultimate responsibility for managing and operating the facility.

**Field agency**—The unit of a governing authority that has direct responsibility for the provision of field supervision services and for the carrying out of policy as set by the governing authority.

**Field services**—Services provided to delinquent youth, status offenders, or adult offenders in the community by probation, parole, or other agencies.

**Field staff**—The professionals assigned case responsibility for control, supervision, and provision of program services to delinquent youth or adult offenders. (Sometimes referred to as field workers.)

**Firearm**—Any weapon capable of firing shots or bullets.

**Fire code**—Federal, state, or local regulations governing fire safety.

**First aid**—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.

**Fiscal position control**—The process that ensures that individuals on the payroll are legally employed, positions are authorized in the budget, and funds are available.

**Footcandle**—A unit for measuring the intensity of illumination, defined as the amount of light thrown on a surface one foot away from the light source.

**Force, use of**—Physical force used in instances of justifiable self-defense, protection of others, protection of property, or prevention of escapes. Physical force is used only as a last resort and in accordance with appropriate statutory authority.

**Formulary**—A book containing a list of medicinal substances and formulas.

**Furlough**—A period of time during which an offender is allowed to leave the program or institution and go into the community unsupervised for various purposes consistent with public interest.

**Good-time**—A system established by law whereby a convicted offender is credited a set amount of time, which is subtracted from his or her sentence, for specified periods of time served in an acceptable manner.

**Governing authority**—In public/governmental agencies, the administrative department or division to which the agency reports; the policy-setting body. In private agencies, this may be an administrative headquarters, central unit, or the board of directors or trustees.

**Grievance**—A circumstance or action considered to be unjust; grounds for complaint.

**Handicapped**—Having a mental or physical impediment or disadvantage that substantially limits an individual's ability to use programs or services.

**Health authority**—The physician, health administrator, or agency responsible for the provision of health care services at an institution or system of institutions; the responsible physician may be the health authority.

**Health care**—The sum of all action taken, preventive and therapeutic, to provide for the physical and mental well-being of a population. Includes medical and dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions.

**Health care personnel**—Individuals whose primary duty is to provide health services to inmates in keeping with their respective levels of education, training, and experience.

**Health exam**—A thorough evaluation of a patient's current physical condition and medical histories conducted by, or under the supervision of, a licensed professional.

**Health record**—Separate records of medical examinations and diagnoses maintained by the responsible physician. The date and time of all medical examinations and copies of standing or direct medical orders from the physician to facility staff should be transferred to the resident record.

**Health screening**—A system of structured inquiry and observation designed to prevent newly-arrived inmates who pose a health or safety threat to themselves or others from being admitted to the general population. Screening can be performed by health care personnel or by a health-trained correctional officer at the time of admission.

**Health-trained staff person**—A person who provides assistance to a physician, nurse, physician's assistant, or other professional medical staff. Duties may include preparing and/or reviewing screening forms for needed followup; preparing inmates and their records for sick call; and assisting in the implementation of medical orders regarding diets, housing, and work assignments.

**Hearing**—A proceeding to determine a course of action, such as the placement of a juvenile or adult offender, or to determine guilt or innocence in a disciplinary matter. Argument, witnesses, or evidence are heard by a judicial officer or administrative body in making the determination.

**Hearing examiner**—An individual appointed by the parole authority who conducts hearings for the authority. His or her power of decision making may include, but not be limited to, making parole recommendations to granting, denying, or revoking parole.

**Holding facility or lockup**—A temporary confinement facility, for which the custodial authority is usually less than forty-eight hours, where arrested persons are held pending release, adjudication, or transfer to another facility.

**Holidays**—All days legally designated as nonworkdays by statute or by the chief governing authority of a jurisdiction.

**Housing unit**—A group or cluster of single and/or multiple occupancy cells or detention rooms that houses inmates and is immediately adjacent and directly accessible to a day or activity room.

**Incident report**—A written document reporting a special event such as use of force, use of chemical agents, discharge of firearms, etc. The term is often used interchangeably with the Disciplinary Report.

**Independent audit**—An audit that is completed independent of influence by the agency or organization being audited.

**Independent operator**—A person or persons who contracts with a correctional agency or other governmental agency to operate and manage a correctional program or facility.

**Indigent**—An individual with no funds or source of income.

**Industries**—An activity existing in a correctional system that uses inmate labor to produce goods and/or services for sale. These goods and/or services are sold at prices calculated to recover all or a substantial portion of costs associated with their production and may include a margin of profit. Sale of the products and/or services is not limited to the institution where the industries activity is located.

**Information system**—The concepts, personnel, and supporting technology for the collection, organization, and delivery of information for administrative use. There are two such types of information: (1) standard information, consisting of the data required for operational control, such as the daily count, payroll data in a personnel office, probation/parole success rates, referral sources, and caseload levels; and (2) demand information, consisting of information that can be generated when a report is required, such as information on the number of residents in educational and training programs, duration of residency, or the number of residents eligible for discharge during a twelve-month period by offense, sentence, and month of release. (Also referred to as a management information system.)

**Informed consent**—The agreement by a patient to a treatment, examination, or procedure after the patient receives the material facts regarding the nature, consequences, risks, and alternatives concerning the proposed treatment, examination, or procedure.

**Inmate**—Any individual, whether in pretrial, unsentenced, or sentenced status, who is confined in a correctional facility.

**Inmate compensation**—Incentives that are given for services provided. Incentives may be monetary compensation, special housing, extra privileges, good time credits, and other items of value.

**Inspection of mail**—Examination of incoming and outgoing mail for contraband, cash, checks, and money orders.

**Immediate release from locked areas**—The capability of immediate staff response that enables the release of all offenders from a locked area to a safe area within four minutes.

**Immediate response**—The immediate dispatch of assistance to an emergency situation ensuring arrival at the scene within four minutes.

**Institution industries manager**—The individual designated as responsible for industries operations at a specific institution in the correctional system.

**Interstate compact for the supervision of probationers and parolees**—An agreement entered into by eligible jurisdictions in the United States and its territories that provides the criteria for these jurisdictions to cooperate in working with probations and releases.

**Interstate compact on juveniles**—An agreement authorizing the interstate supervision of juvenile delinquents. This can also include the cooperative institutionalization of special types of delinquent juveniles, such as psychotics and defective delinquents.

**Judicial review**—A proceeding to reexamine the course of action or continued confinement of a juvenile in a secure detention facility. Arguments, witnesses, or evidence are not required as a part of the review. Reviews may be conducted by a judge, judicial officer, or an administrator who has been delegated the authority to release juveniles from secure detention with the approval of the judge.

**Juvenile**—A person under the age of twenty-one, or as defined in the local jurisdiction as under the age of majority.

**Juvenile community residential program**—A program housed in a structure without security fences and security hardware or other major restraining construction typically associated with correctional facilities, such as a converted apartment building or private home. They are not constructed as or intended to be detention facilities. Except for daycare programs, they provide twenty-four-hour care, programs, and supervision to juveniles in residence. Their focus is on providing the juvenile with positive adult models and program activities that assist in resolving problems specific to this age group in an environment conducive to positive behavior in the community.

**Juvenile detention**—Temporary care of juvenile offenders and juveniles alleged to be delinquent who require secure custody in a physically restricting facility.

**Juvenile group home**—A nonsecure residential program emphasizing family-style living in a homelike atmosphere. Program goals are similar to those for large community residential programs. Although group homes usually house youths who are court-committed, they also house abused or neglected youths who are placed by social agencies. Small group homes serve from four to eight youths; large group homes serve eight to twelve. Their age ranges from ten to seventeen, with the concentration from thirteen to sixteen.

**Juvenile intake**—The process of determining whether the interests of the public or the juvenile require the filing of a petition with the juvenile court. Generally an intake officer receives, reviews, and processes complaints, recommends detention or release, and provides services for juveniles and their families, including diversion and referral to other community agencies.

**Juvenile nonresidential program**—A program that provides services to juveniles who live at home and report to the program on a daily basis. Juveniles in these programs require more attention than that provided by probation and aftercare services. Often the program operates its own education program through the local school district. The population of nonresidential programs may be as many as fifty boys and girls ranging in age from ten to eighteen. The population is usually drawn from court commitments but may include juveniles enrolled as a preventive or diversionary measure. The program may operate as part of a residential program, and it may provide space for occasional overnight stays by program participants where circumstances warrant additional assistance.

**Juvenile ranch**—A nonsecure residential program providing services to youths in a rural setting. Typically, the residents participate in a structured program of education, recreation, and facility maintenance, including responsibility for the physical plant, its equipment, and livestock. Often there are twenty to sixty juveniles in the ranch setting, ranging in age from thirteen to eighteen.

**Library service**—A service that provides reading materials for convenient use; circulation of reading materials; service to help provide users with library materials, educational and recreational audiovisual materials; or a combination of these services.

**Life Safety Code**—A manual published and updated by the National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest. Two chapters are devoted to correctional facilities.

**Light, natural**—Light available from a source within 20 feet of the room/cell with an opening or window that has a view to the outside.

**Mail inspection**—Examination of incoming and outgoing mail for contraband, cash, checks, and money orders.

**Major equipment**—All equipment that is securely and permanently fastened to the building or any equipment with current book value of \$1,000 or more.

**Major infraction**—A rule infraction involving a grievous loss and requiring imposition of due process procedures. Major infractions include (1) violations that may result in disciplinary detention or administrative segregation; (2) violations for which punishment may tend to increase an inmate's sentence, such as extending parole eligibility; (3) violations that may result in a forfeiture, such as loss of good-time or work time; and (4) violations that may be referred for criminal prosecution.

**Mandatory standards**—Standards that have been determined by the American Correctional Association to directly affect the life, health, and safety of offenders and correctional personnel.

**Master index file**—Used in an institution to keep track of the inmates who are housed in particular housing units.

**Measurements, square footage**—A measurement of square footage in a room or area as determined by multiplying the length and width of the cell/room and subtracting from that figure the total number of square feet encumbered by bed(s), plumbing fixtures, desk(s), locker(s), and other fixed equipment.

**Medical records**—Separate records of medical examinations and diagnoses maintained by the responsible physician. The date and time of all medical examinations and copies of standing or direct medical orders from the physician to facility staff should be transferred to the resident record.

**Medical restraints**—Either chemical restraints, such as sedatives, or physical restraints, such as straitjackets, applied only for medical or psychiatric purposes.

**Medical screening**—A system of structured observation/initial health assessment to identify newly arrived juvenile or adult offenders who pose a health or safety threat to themselves or others.

**Mentally retarded**—Describes an individual who functions at a subaverage general intellectual level and is deficient in adaptive behavior.

**Minor infraction**—A violation of the facility's rules of conduct that does not require due process and can be resolved without the imposition of serious penalties. Minor infractions do not violate any state or federal statutes and may be resolved informally by reporting staff.

**Multiple occupancy cell/room**—An area designed to house not more than four persons with 35 square feet of unencumbered space for each occupant.

**Multiple occupancy housing dormitory**—An area, room, or cell housing more than two and less than 50 persons.

**Natural light**—Light available from an opening or window that has a view to the outside or from a source within 20 feet of the room/cell.

**National Fire Protection Association (NFPA)**—Publishes the *Life Safety Code*.

**National uniform parole reports system**—A cooperative effort sponsored by the National Parole Institute that calls for the voluntary cooperation of all federal and state authorities having responsibility for felony offenders in developing some common terms to describe parolees their age, sex, and prior record and some common definitions to describe parole performance. These types of data allow comparisons across states and other jurisdictions.

**Noise level, dBA**—A system for measuring the relative loudness of sound.

**Non-contact visiting**—A program that restricts inmates from having physical contact with visitors. Physical barriers usually separate the offender from the visitors with screens and/or glass. Voice communications between the parties are typically accomplished with phones or speakers. Offenders that present a serious escape threat, are a threat to others, or require protection, are often designated for non-contact visits.

**Non-mandatory standards**—Standards that do not present a direct threat to the life, health, and safety of offenders and staff.

**Offender**—An individual convicted or adjudicated of a criminal offense.

**Official personnel file**—A current and accurate record of the employee's job history, including all pertinent information relating to that history.

**Operating unit**—One distinct operation of the industries activity, which may be operated as a cost center or separate accounting entity. It may take the form of a manufacturing operation (e.g., furniture making, clothing production), an agricultural operation (e.g., dairy or poultry farming, crop or orchard farming, raising beef or pork) or a service activity (e.g., warehouse, keypunch, microfilming, laundering, auto repair, etc.)

**Orientation and reception**—The reception period includes interviews, testing, and other admissions-related activities, including distribution of information about programs, services, rules, and regulations.

**Out-client**—An individual who does not live at the facility but who may take advantage of facility services and programs.

**Parent**—The individual with whom a juvenile regularly lives and who is the natural, adoptive, or surrogate parent.

**Parent governmental organization**—Also referred to as a parent agency, the administrative department or division to whom the agency seeking accreditation reports; the policy-setting body.

**Parole authority**—The decision-making body that has responsibility to grant, deny, and revoke parole. In some jurisdictions it is called the parole board or the parole commission. The term parole authority includes all of these bodies.

**Parole hearing**—A procedure conducted by a parole authority member and/or hearing examiner in which all pertinent aspects of an eligible inmate's case are reviewed to make a decision or recommendation that would change the inmate's legal status and/or degree of freedom.

**Perimeter security**—A system that controls ingress and egress to the interior of a facility or institution. The system may include electronic devices, walls, fences, patrols and/or towers.

**Permanent log record**—A system of bound records that contain important information. Typically, permanent logs regard emergency situations and/or unusual incidents. Length of retention is dependent upon the governing agency's policy or legislation.

**Permanent status**—A personnel status that provides due process protection prior to dismissal.

**Personal property**—Property that legally belongs to the inmate/juvenile.

**Petition**—An application for a court order or other judicial action. For example, a delinquency petition is an application for the court to act in the matter of a juvenile apprehended for a delinquent act.

**Physical examination**—A thorough evaluation of a patient's current physical condition and medical history conducted by or under the supervision of a licensed professional.

**Plan of action**—Detailed statement of actions which will be taken by the agency to achieve compliance with a standard. The plan designates staff responsibilities and timetables for completing each task.

**Placing authority**—The agency or body with the authority to order a juvenile into a specific dispositional placement. This may be the juvenile court, the probation department, or another duly constituted and authorized placement agency.

**Policy**—A course of action adopted by and pursued by an agency that guides and determines present and future decisions and actions. Policies indicate the general course or direction of an organization within which the activities of the personnel must operate.

**Population center**—A geographical area containing at least 10,000 people, along with public safety services, professional services, employment and educational opportunities, and cultural/recreational opportunities.

**Preliminary hearing**—A hearing to determine probable cause for revoking parole pending a revocation hearing. This term is used interchangeably with Probable cause hearing.

**Pretrial release**—A procedure whereby an accused individual who had been taken into custody is allowed to be released before and during his or her trial.

**Preventive maintenance**—A system designed to enhance the longevity and/or usefulness of buildings and equipment in accordance with a planned schedule.

**Probable cause hearing**—See *Preliminary hearing*.

**Probation**—A court-ordered disposition alternative through which a convicted adult offender or an adjudicated delinquent is placed under the control, supervision, and care of a probation field staff member.

**Probationary period**—A period of time designated to evaluate and test an employee to ascertain fitness for the job. This period lasts at least six months but no longer than one year.

**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 the policy.

**Professional association**—A collective body of individuals engaged in a particular profession or vocation. The American Correctional Association, the American Medical Association, and the National Association of

Clinical Psychologists are examples of professional associations, of which there are hundreds in the United States.

**Professional staff**—Social workers, probation officers, and other staff assigned to juvenile and adult offender cases. These individuals generally possess bachelor's degrees and advanced training in the social or behavioral sciences.

**Program**—The plan or system through which a correctional agency works to meet its goals; often this program requires a distinct physical setting, such as a correctional institution, community residential facility, group home, or foster home.

**Program director**—The individual directly in charge of the program, who may also be called the administrator, superintendent, or houseparent.

**Protective custody**—A status that describes inmates requesting or requiring protection from others.

**Private agency**—The unit of governing authority that has direct responsibility for the operation of a corrections program.

**Public agency**—The governing authority that has direct responsibility for the operation of a corrections program.

**Rated capacity**—The original architectural design capacity plus or minus capacity changes resulting from building additions, reductions, or revisions.

**Records (juvenile and adult offenders)**—Information concerning the individual's delinquent or criminal, personal, and medical history and behavior and activities while in custody, including but not limited to commitment papers, court orders, detainers, personal property receipts, visitors lists, photographs, fingerprints, type of custody, disciplinary infractions and actions taken, grievance reports, work assignments, program participation, and miscellaneous correspondence.

**Referral**—The process by which a juvenile or adult offender is introduced to an agency or service that can provide the assistance needed.

**Release on bail**—The release by a judicial officer of an accused individual who has been taken into custody. The accused promises to appear in court as required for criminal proceedings.

**Releasing authority**—The decision-making body and/or individual that has the responsibility to grant, deny, and revoke release from a juvenile institution or program of supervision. In some jurisdictions it is called the parole board or the parole commission. (See *Aftercare*.)

**Religious faith judicatory**—Practices that are enforced by a religious faith that prescribes access to religious publications, religious symbols, worship/religious services, religious study classes, and adherence to dietary requirements.

**Renovation**—A significant structural or design change in the physical plant of a facility.

**Research**—A systematic search for facts or scientific investigation.

**Responsible physician**—An individual licensed to practice medicine and provide health services to the inmate population of the facility and/or the physician at an institution with final responsibility for decisions related to medical judgments.

**Restraints**—Devices used to restrict physical activity. Handcuffs, leg irons, and straight jackets are typically classified as restraints.

**Revocation hearing**—A hearing before the parole authority at which it is determined whether revocation of parole should be made final.

**Rulebook, inmate**—A collection of the facility's rules of conduct and sanctions for violations, defined in writing.

**Safety equipment**—Primarily firefighting equipment, e.g., chemical extinguishers, hoses, nozzles, water supplies, alarm systems, sprinkler systems, portable breathing devices, gas masks, fans, first aid kits, stretchers, and emergency alarms.

**Safety vestibule**—In a correctional facility, a grill cage that divides the inmate areas from the remainder of the institution. It must have two doors or gates, only one of which opens at a time, to permit entry to or exit from inmate areas in a safe and controlled manner.

**Sally port**—An enclosure situated in the perimeter wall or fence of a correctional facility containing gates or doors at both ends, only one of which opens at a time, ensuring there will be no breach in the perimeter security of the institution. The sally port may handle either pedestrian or vehicular traffic.

**Secure institution**—Any facility that is designed and operated to ensure that all entrances and exits are under the exclusive control of the facility's staff, thereby not allowing an inmate/resident to leave the facility unsupervised or without permission.

**Security or custody**—The degree of restriction of inmate movement within a detention/correctional facility, usually divided into maximum, medium, and minimum risk levels.

**Security devices**—Locks, gates, doors, bars, fences, screens, ceilings, floors, walls, and barriers used to confine and control detained individuals. Also included are electronic monitoring equipment, security alarm systems, security light units, auxiliary power supplies, and other equipment used to maintain facility security.

**Security perimeter**—The outer portions of a facility that provide for secure confinement of facility inmates/residents. The design of the perimeter may vary depending on the security classification of the facility.

**Segregation**—The confinement of an inmate to an individual cell that is separated from the general population. There are three forms of segregation: administrative segregation, disciplinary detention, and protective custody.

**Segregation unit**—A housing section that separates inmates who threaten the security or orderly management of the institution from the general population.

**Self-insurance coverage**—A statewide system designed to insure the payment of all legal claims for injury or damage incurred as a result of the actions of state officials, employees, or agents. In public agencies, the self-insurance program is usually authorized by the legislature. A "memorandum of insurance" or similar document is required that acts as a policy, setting the limits of liability for various categories of risk, including deductible limits. Approval of the policy by a cabinet-level official is also required.

**Serious incident**—A situation in which injury serious enough to warrant medical attention occurs involving a resident, employee, or visitor on the grounds of the institution. Also, a situation containing an imminent threat to the security of the institution and/or to the safety of residents, employees, or visitors on the grounds of the institution.

**Severe mental disturbance**—A condition in which an individual is a danger to self or others or is incapable of attending to basic physiological needs.

**Shelter facility**—Any nonsecure public or private facility designated to provide either temporary placement for alleged or adjudicated status offenders prior to the issuance of a disposition order or longer-term care under a juvenile court disposition order.

**Sheriff**—The elected or appointed chief executive officer of a county law enforcement agency. Sheriffs can serve several functions, including responsibility for law enforcement in unincorporated areas, operation of the county jail, and assignment as officers of the court.

**Single cellroom**—An area designed to house one person with at least 35 square feet of unencumbered space.

**Special management inmate**—An individual who presents a serious threat to the safety and security of the facility, staff, general inmate population, or himself/herself.

**Special needs inmate**—An inmate whose mental and/or physical condition requires special handling and treatment by staff. Special needs inmates include, but are not limited to, drug or alcohol addicts or abusers, the emotionally disturbed, mentally retarded, suspected mentally ill, physically handicapped, chronically ill, and the disabled or infirm.

**Status offender**—A youth who has been charged with or adjudicated for conduct that under the law of the jurisdiction in which the offense was committed would not be a crime if committed by an adult. (See *Delinquent youth*.)



**Strip search**—An examination of an inmate/resident's naked body for weapons, contraband, and physical abnormalities. This also includes a thorough search of all of the individual's clothing while it is not being worn.

**Summer and winter comfort zones**—Suggested temperature ranges for indoor living and work areas during the summer months are 66 to 86 degrees Fahrenheit and 61 to 73 degrees Fahrenheit in the winter months.

**Temporary release**—A period of time during which an offender is allowed to leave the program or institution and go into the community unsupervised for various purposes consistent with public interest.

**Training**—An organized, planned, and evaluated activity designed to achieve specific learning objectives and enhance the job performance of personnel. Training may occur on-site, at an academy or training center, an institution of higher learning, professional meetings, or through supervised on-the-job training. It includes an agenda and is conducted by an instructor, manager, or official. Meetings of professional associations are considered training. Whether it occurs on-site, at an academy or training center, through contract services, or at professional meetings, the activity must be part of an overall training program.

**Training plan**—A set of long- or short-range training activities that equip staff with the knowledge, skills, and attitudes they need to accomplish the goals of the agency.

**Training school**—Also known as a youth development center, youth village, youth correction center, youth treatment center, youth service center, or school or home for boys and girls. The typical training school may provide supervision, programs, and residential services for more than 100 residents; however, programs of this size are not encouraged. (Standards for new facilities require that each new training school have no more than 100 beds and be limited to two stories in height.) These facilities are designed and operated to be secure institutions.

Youth development centers, youth treatment centers, secure training schools, and other facilities in this category may serve relatively smaller populations ranging from forty to 100 juveniles. The age range served is generally from thirteen to eighteen, although in many jurisdictions residents may be as young as ten or as old as twenty. Older residents are usually juveniles who have been returned to the facility as parole violators.

**Treatment plan**—A series of written statements that specify the particular course of therapy and the roles of medical and nonmedical personnel in carrying it out. A treatment plan is individualized, based on assessment of the individual patient's needs, and includes a statement of the short- and long-term goals and the methods by which the goals will be pursued. When clinically indicated, the treatment plan provides inmates with access to a range of supportive and rehabilitative services, e.g., individual or group counseling and/or self-help groups that the physician deems appropriate.

**Unencumbered cell space**—A measurement of square footage in a room or area obtained by multiplying the length and width of the cell/room and subtracting from that figure the total number of square feet encumbered by bed(s), plumbing fixtures, desk(s), locker(s), and other fixed equipment.

**Unit, correctional housing**—A group or cluster of single and/or multiple occupancy cells or detention rooms within a facility that houses inmates and is immediately adjacent and directly accessible to a day or activity room.

**Unit management**—A management system that subdivides an institution into units. The unit management system has several basic requirements:

1. Each unit holds a relatively small number of inmates. Ideally, there should be less than 150 but not more than 500 inmates.
2. Inmates are housed in the same unit for a major portion of their confinement.
3. Inmates that are assigned to the unit work in a close relationship with a multidisciplinary team of staff who are regularly assigned to the unit and whose offices are located within the unit.
4. Staff members have decision-making authority for the institutional programming and living conditions for the inmates assigned to the unit within broad rules, policies, and guidelines established by the agency and/or the facility administrator.
5. Inmate assignments to a unit are based on the inmate's need for control, security, and programs offered.

Unit management increases contact between staff and inmates, fosters increased interpersonal relationships, and leads to more knowledgeable decision making as a direct result of staff dealing with a smaller, more

permanent group. At the same time, the facility benefits from the economies inherent in centralized service facilities, such as utilities, food service, health care, educational systems, vocational programs, and recreational facilities.

**Urine surveillance program**—A program whereby urine samples are collected on an irregular basis from offenders suspected of having a history of drug use to determine current or recent use.

**Visits, extended**—Visits between inmates and their families, either on institutional grounds or at the home.

**Volunteer, citizen**—An individual who donates time and/or effort to enhance the activities and programs of the agency. They are selected on the basis of their skills and personal qualities to provide services in a variety of activities such as recreation, counseling, education, and religion.

**Waiver**—A decision made by the accreditation panel not to require an agency to submit a plan-of-action for a standard that is in noncompliance. Waivers are typically granted when it is determined that the totality of conditions do not present an imminent threat to the life and safety of occupants. Waivers may also be granted when it is apparent that a plan-of-action is impossible and if the condition does not pose imminent threat.

**Warden/Superintendent**—The individual in charge of the institution; the chief executive or administrative officer. This position is sometimes referred to by other titles, but warden and superintendent are the most commonly used terms.

**Work release**—An arrangement sanctioned by law that enables an inmate/resident to be released into the community to maintain approved employment and/or other approved activity.

**Workmen's compensation**—A statewide system of benefits for employees who are disabled by job-related injury.

**Work stoppage**—A planned or spontaneous discontinuation of work. The stoppage may involve employees or inmates acting separately, or in concert, by refusing to participate in institutional activities.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT NO. DE

PAGE OF PAGES  
1 | 3

2. AMENDMENT/MODIFICATION NO. A001  
 3. EFF. DATE 10/07/2002  
 4. REQUISITION/PURCHASE REQ. NO. DET-01-001.1  
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE  
 Immigration and Naturalization Svc.  
 Administrative Center Laguna  
 P.O. Box 30080  
 Laguna Niguel CA 92607-0080

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  
 BNCI/AKAL Security  
 Attn: Marc Stemp/ Daya S. Khalsa  
 7 Infinity Loop  
 Espanola NM 87532

9A. AMENDMENT OF SOLICITATION NO.  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. X ACL-2-C-0003 /  
 10B. DATED (SEE ITEM 13) 08/01/2002

CODE See Block 14 FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

NET CHANGES: \$ 0.00

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

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

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).

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

X D. OTHER (Specify type of modification and authority)  
 FAR 52.222-41, Service Contract Act, unilateral

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

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

This modification incorporates the Revised Department of Labor Wage Determination No. 1994-0446, Rev. 9, dated 07/30/2002 and the changes to the Collective Bargaining Agreement between MVM Inc., the Union, Security Police and Fire Professionals of America ("SPFPA") and its Amalgamated Local 165 effective June 1, 2002 through August 1, 2003.


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)  
 Alan J. Barclay

15B. CONTRACTOR/OFFEROR  
 (Signature of person authorized to sign)

15C. DATE SIGNED

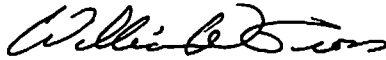
16B. UNITED STATES OF AMERICA  
 BY   
 (Signature of Contracting Officer)

16C. DATE SIGNED  
 10/07/2002

Vendor  Official  Requestor  
 Receiving  G104 Oblig.  Other

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

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



William W. Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 1994-0446  
Revision No.: 9  
Date of Last Revision: 07/30/2002

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State: California

Area: California County of Imperial

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Employed on U.S. Department of Justice contract for guard services.

Collective Bargaining Agreement between MVM, Inc. and Security, Police, and Fire Professionals of America (SPFPA), Local #165 effective June 1, 2002 through August 1, 2003.


In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

### LABOR AGREEMENT

The Employer, MVM, INC., and Union, Security Police and Fire Professionals of America ("SPFPA") and its Amalgamated Local 165 have agreed during recent negotiations to the following changes which will be incorporated into the current or predecessor Collective Bargaining Agreement ("CBA") and will become the new Labor Agreement.

The Parties have agreed that all references to "Employee or Company" in the current Agreement will be defined as MVM, INC., a McLean, VA, based Company and that all references to "Union" will be defined as Security Police and Fire Professionals of America and its Amalgamated Local 165 located in ~~Flores, AZ~~ *El Centro, Ca.*

Further the parties have agreed that all other language in the current or predecessor CBA will remain unchanged with the exception of portions listed herein.

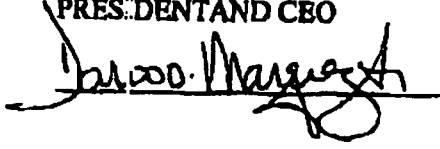
**Wages:** Effective June 1, 2002, the wage for Detention Officers will be determined at the rate of \$18.05 per hour, and ~~Sergeants will be determined at the rate of \$19.40 per hour.~~ 

**Health and Welfare:** Effective June 1, 2002, Health and Welfare will be \$3.05 and will stay with the current plan.

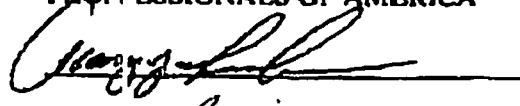
The provisions herein will be reviewed by the US Department of Labor.

**Duration:** The entire Collective Bargaining Agreement will expire on August 1, 2003, and either party may make written request to renegotiate this Labor Agreement at least ninety (90) days prior to the expiration date.

For the Employer: MVM, INC.  
DARIO O. MARQUEZ  
PRESIDENT AND CEO



For the International Union  
SECURITY POLICE AND FIRE  
PROFESSIONALS OF AMERICA



For the Local Union 165



2. AMENDMENT/MODIFICATION NO. C002 3. EFF. DATE See 16c 4. REQUISITION/PURCHASE REQ. NO. DET-01-001.2 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE Immigration and Naturalization Svc. Administrative Center Laguna P.O. Box 30080 Laguna Niguel CA 92607-0080 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) BNCI/AKAL Security Attn: Marc Stemp/ Daya S. Khalsa P.O. Box 1197 Santa Cruz NM 87567 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X ACL-2-C-0003 / 10B. DATED (SEE ITEM 13) 08/01/2002

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) NET CHANGES: \$ 0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) X Bilateral - Administrative FAR Clauses 52.246-4, 52.245-4, 52.232-18 and 52.232-19 E. IMPORTANT: Contractor  is not  is required to sign this document and return 4 copies to issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) This modification is issued to make the attached changes to contract number ACL-2-C-0003, Unarmed Guard Service at the El Centro Service Processing Center in accordance with FAR Clauses 52.246-4 - Inspection of Services -- Fixed-Price (Aug. 1996), 52.245-4 - Government-Furnished Property (Short Form) (Apr 1984), 52.232-18 - Availability of Funds (Apr 1984) and 52.232-19 - Availability of Funds for the Next Fiscal Year (Apr 1984).

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) Alan J. Barclay 15B. CONTRACTOR/OFFEROR Daya S. Khalsa 15C. DATE SIGNED 2/21/03 16B. UNITED STATES OF AMERICA BY Alan J. Barclay 16C. DATE SIGNED 2/24/03 (Signature of person authorized to sign) (Signature of Contracting Officer)



Date: March 24, 2003  
Modification Number: C002  
Contract Number: ACL-2-C-0003  
Contractor: BCNI/ AKAL Security

Standard Form 30—Modification  
Block 14. Description of Modification—*Continuation*:

(1) Section J, Page J-2, J-4 Attachment No. 4; Performance Requirements Summary (PRS) is replaced in its entirety in accordance with FAR 52.246-4 Inspection of Services—Fixed-Price (Aug 1996). The revised PRS is attached.

(2) Section C, Page C-31, Chapter 10, – Equipment & Supplies, Paragraph A. Property Accountability, the first paragraph is replaced in accordance with FAR 52.245-4 Government-Furnished Property (Short Form)(Apr 1984) as follows:

Contractor personnel shall not permit any Government property to be taken away or removed from the premises unless the property has been declared and accounted for on the designated or appropriate INS disposition forms.

(3) Section C, Page C-32, Chapter 10 - Equipment & Supplies, Paragraph B. Equipment, Supplies and Instructions Furnished By The Government the following is added:

5. Handcuffs

(4) Section G – Contract Administration Data, Page G-2, G-1 Contract Administration, changed from 1. Contracting Officer, Lewis B. Allen, Contracting Officer to:

Alan J. Barclay, Contracting Officer  
Immigration and Naturalization Service  
Administrative Center, ACLCAP  
P.O Box 30080 – Room 5020  
Laguna Niguel, CA 92607-0080  
Telephone Number: (949) [REDACTED] b6  
Fax Number: (949) 360-6333  
E-mail [REDACTED] b6 @usdoj.gov

(5) Section G- Contract Administration Data, Page G-3, G-2 Contracting Officer's Technical Representative (COTR), JAR 2852.201-70 Contracting Officer's Technical Representative (COTR)(JAN 1985)(a) is changed from A. Neil Clark to:

Page 3 of 6

**Primary COTR:**

Manuel De Leon, Chief Detention Enforcement Officer

1115 N. Imperial Avenue

El Centro, CA 92245-1739

Telephone Number: 760 [REDACTED] b6

Fax Number: 760-482-2868

E-mail Address: [REDACTED] b6 @usdoj.gov

**Alternate COTR:**

Jose Pena, Detention Operations Supervisor

1115 N. Imperial Avenue

El Centro, CA 92245-1739

Telephone Number: 760 [REDACTED] b6

Fax Number: 760-482-2868

E-Mail Address: [REDACTED] b6 @usdoj.gov

- (6) Section G – Contract Administration Data, Page G-3 & G-4, G-3, Submission of Vouchers or Invoices For Payment of Costs, Change Original Invoice, from:

Attn: A. Neil Clark, Telephone Number: 760-353-2170 x 102

To:

Attn: Manuel De Leon, Telephone Number: 760-353-2170 x166

And

Duplicate Invoice (Please mark as “Duplicate”)

From: Contract Administrator

To:

Linda Holder, Contract Specialist

Immigration and Naturalization Service

Administrative Center, ACLCAP

P.O. Box 30080 – Room 5020

Laguna Niguel, CA 92607-0080

E-mail: [REDACTED] b6 @usdoj.gov

Telephone: (949) [REDACTED] b6

- (7) Appropriated funds are now available for payment for contract purposes. Funds will be obligated through issuance of task orders.

There are no additional costs or changes to this contract



SECTION J, PAGE J-2, ATTACHMENT NO.4						Page 5 of 7			
PERFORMANCE REQUIREMENTS SUMMARY									
Contract Number : ACL-2-C-0003 Modification Number C002									
<b>F= FREQUENCY:</b>									
AR = As Required									
<b>MM=MONITORING METHOD:</b>									
CC=Customer Complaint									
<b>NOD =Number of Discrepancies</b>									
The Numerator describes the number of allowable discrepancies ( no deductions)									
The Denominator describes the number of discrepancies when deductions will be taken									
Example:0/1 means that there are no (0) allowable discrepancies and deductions will be begin with the first (1) discrepancy. 1/2 means the contractor is allowed 1 discrepancy per month without a deduction and 2 means a deduction will be taken when 2 or more discrepancies per month occur.									
<b>RP = Responsible Party:</b>									
PM=Project Manager									
CO=Custody Officer									
SCO=Supervisory Custody Officer									
<b>D = Deduction:</b>									
SCOMHR = Hourly contract rate of Supervisroy Custody Officer in effect at time of discrepancy.									
1.5XSCOMHR = 1.5 times hourlycontract rate for Supervisory Custody Officer in effect at time of discrepancy.									
COMHR = Hourly contract rate for Custody Officer in effect at time of discrepancy.									
1.5XDEOMHR = 1.5 times INS Detention Enforcement Officer hourly rate ( wage at Grade 6/Step 2) in effect at time of discrepancy. This deduction also includes benefits which are 37.5% of the hourly rate but are not multiplied by 1.5. COTR will determine actual rate at time of deduction.									
<b>PWSR=Performance Work Statement Reference (Section C - Description/Specification/ Work Statement)</b>									
<b>Section A: General Information</b>					<b>F</b>	<b>MM</b>	<b>NOD</b>	<b>RP/D</b>	<b>PWSR</b>
<b>A-1</b>	Is the INS operations manual available to the staff ?				AR	CC	1/2	PM/1.5XSCOMHR	Chapter 1, Section D
<b>A-2</b>	Are post orders available at each post?				AR	CC	0/1	PM/1.5XSCOMHR	Chapter 6, Section J
<b>A-3</b>	Are copies of appropriate permits/business licenses available for inspection ?				AR	CC	1/2	PM/1.5XSCOMHR	Chapter 2, Section K
<b>A-4</b>	Are EEO, OSHA, SCA posters and INS "Drug Free Workplace" poster, provided by INS, posted in the Contractor Admin. Area?				AR	CC	1/2	PM/1.5XSCOMHR	Chapter 10, Section B
<b>A-5</b>	Is the Project Manager participating in meetings as required?				AR	CC	0/1	PM/1.5XSCOMHR	Chapter 1, Section H

						Page 6 of 7
<b>Section B: Facility Security and Control</b>						<b>PWSR</b>
		F	MM	NOD	RP/D	
B-1	Is a security inspection conducted daily and logged in the log book?	AR	CC	0/1	CO/COMHR	Chapter 6, Section F
B-2	Are all posts properly covered?	AR	CC	0/1	PM/1.5XDEOMHR	Chapter 6, Section J
B-3	Does the logbook reflect accurate entries?	AR	CC	1/2	CO/COMHR	Chapter 6, Section D
B-4	Has the shift roster been provided to the COTR daily upon completion of the third shift?	AR	CC	1/2	PM/1.5XSCOMHR	Chapter 3 Section A
B-5	At a minimum, are all formal counts conducted and documented, twice daily, as directed in the INS Operations Manual and post orders?	AR	CC	0/1	CO/COMHR	Chapter 6, Section E
B-6	Are the INS procedures followed when the count does not clear?	AR	CC	0/1	PM/1.5XSCOMHR	Chapter 6, Section E
B-7	Are all contraband searches conducted and documented in log book at least twice per month?	AR	CC	1/2	CO/COMHR	Chapter 6, Section G
B-8	When the contraband is discovered, is it documented in the log book and report forwarded to the COTR within 24 hours of discovery?	AR	CC	1/2	CO/COMHR	Chapter 6, Section G
B-9	Is the facility fully staffed as required regardless of detainee population?	AR	CC	0/1	PM/1.5XSCOMHR	Chapter 3, Section A
B-10	Is 24 hour supervision of all detainees provided?	AR	CC	0/1	SCO/SCOMHR	Chapter 6, Section C
B-11	Are use of force reports completed and forwarded timely to the Supervisory Custody Officer before the end of each shift?	AR	CC	1/2	SCO/SCOMHR	Chapter 6, Section L
B-12	Is the COTR or INS Supervisor notified immediately of all escapes or attempted escapes?	AR	CC	0/1	SCO/SCOMHR	Chapter 6, Section P
B-13	Were there any escapes or attempted escapes?	AR	CC	0/1	\$1,500.00	Chapter 6, Section P
B-14	Did the Contractor provide the COTR with a written report prior to the end of the shift?	AR	CC	0/2	SCO/SCOMHR	Chapter 6, Section P
B-15	Are incident reports submitted in accordance with policy?	AR	CC	0/1	SCO/SCOMHR	Chapter 6 Section A
<b>Section C: Personnel</b>						
C-1	Have employees met refresher training requirements?	AR	CC	0/1	CO/COMHR	Chapter 5, Section A-1 + C
C-2	Is the COTR notified promptly of any personnel changes?	AR	CC	1/2	PM/1.5XSCOMHR	Chapter 2, Section D
C-3	Are proficiency tests and results provided to the COTR prior to the employee start date?	AR	CC	1/2	PM/1.5XSCOMHR	Chapter 5, Section D
C-4	Is refresher training provided on annual basis as required?	AR	CC	1/2	PM/1.5XSCOMHR	Chapter 5, Section A-1
C-5	Are employees not working more than 12 consecutive hours?	AR	CC	1/2	PM/1.5XSCOMHR	Chapter 2, Section F
C-6	Are all officers on duty in authorized uniform and have employee credentials ?	AR	CC	0/1	CO/1.5XDEOMHR	Chapter 2, Section J
C-7	Are reports provided to COTR within 24 hours of any job related injury?	AR	CC	1/2	SCO/SCOMHR	Chapter 9, Section C
<b>Section D: Security and Control</b>						
D-1	Are all problems discovered during daily facility inspections clearly identified and documented in the INS Logbooks and on "Work Request Forms"?	AR	CC	1/2	CO/COMHR	Chapter 6, Section F
<b>Section E: Health Safety and Emergency Standards</b>						
E-1	Are Contractor employees knowledgeable of their responsibilities in the event of an emergency?	AR	CC	1/2	PM/1.5XSCOMHR	Chapter 9, Section A-G
E-2	Are flammable, toxic and caustic materials stored and inventoried properly?	AR	CC	0/1	PM/1.5XSCOMHR	Chapter 6, Section I
E-3	Are the emergency plans/procedures easily accessible at all posts?	AR	CC	1/2	SCO/SCOMHR	Chapter 9, Section A
E-4	Is the documentation of fired drills being conducted?	AR	CC	1/2	SCO/SCOMHR	Chapter 6, Section D
<b>Section F: Sanitation and Hygiene Living Conditions</b>						
F-1	Are all floor, hallways, and exits clear of barriers, impediments and hazardous substances?	AR	CC	1/2	CO/COMHR	Chapter 6, Section F

		<b>Page 7 of 7</b>				
<b>Section G: Detainee Rights, Rules Discipline</b>		<b>F</b>	<b>MM</b>	<b>NOD</b>	<b>RP/D</b>	<b>PWSR</b>
<b>G-1</b>	Is the detainee work detail monitored ?	AR	CC	0/1	CO/COMHR	Chapter 8
<b>G-2</b>	Are all detainee searched when they are returned from work details?	AR	CC	0/1	CO/COMHR	Chapter 8
<b>G-3</b>	Are proper disciplinary procedures followed by all staff?	AR	CC	1/2	PM/1.5XSCOMHR	Chapter 6, Section L&M
<b>G-4</b>	Are INS Policy and Procedures followed for immediate need medical conditions?	AR	CC	0/1	CO/COMHR	Chapter 9, Section E

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1 CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. M003		3. EFF. DATE 1-1-03	4. REQUISITION/PURCHASE REQ. NO. DET-03-038.1	5. PROJECT NO. (if applicable)	
8. ISSUED BY Bureau of Immigration & Customs Enforcement, Admin Center Laguna ATTN: Linda Holder, (949)360-3180 P.O. BOX 30080 Laguna Niguel CA 92607-0080		7. ADMINISTERED BY (if other than item 8) Bureau of Immigration & Customs Enforcement, Admin Center Laguna ATTN: Linda Holder (949)360-3130 P.O. BOX 30080 Laguna Niguel CA 92607-0080		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) BNIC/AKAL SECURITY INC Attn: Daya S. Khalsa/Marc Stepp P.O. Box 1197 Santa Cruz NM 87567			8A. AMENDMENT OF SOLICITATION NO.		
CODE			FACILITY CODE		
			8B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO. X ACL-2-G-0003 1 --		
			10B. DATED (SEE ITEM 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (if required)					
NET CHANGES: \$0.00					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a)					
X D. OTHER (Specify type of modification and authority) FAR 52.222-4) and FAR 52.222-43					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return 4 copies to issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
This modification is an adjustment due to changes in the Collective Bargaining Agreement for contract ACL-2-C-0003, Unarmed Guard Service at the El Centro Service Processing Center. These changes are effective retroactively to January 1, 2003.					
The total estimated value of the contract is increased by \$152,676.16 from \$9,838,628.80 to \$9,991,304.96					
The revised Section B is attached.					
Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.					

15A. NAME AND TITLE OF SIGNER (Type or print) Daya S. Khalsa Sr. VP		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alan J. Barclay			
15B. CONTRACTOR/OFFEROR <i>Daya S. Khalsa</i> (Signature of person authorized to sign)		15C. DATE SIGNED 9/29/03	16B. UNITED STATES OF AMERICA BY <i>Alan J. Barclay</i> (Signature of Contracting Officer)		16C. DATE SIGNED 9/29/03
<input type="checkbox"/> Vendor	<input type="checkbox"/> Official	<input type="checkbox"/> Requester			
<input type="checkbox"/> Receiving	<input type="checkbox"/> G104 Ocllg.	<input type="checkbox"/> Other			

Page 2  
 Modification M003  
 Contract Number : ACL-2-C-0003  
 Task Order Number : ACL-3-D-0116  
 Unarmed Guard Service for El Centro Service Processing Center

REVISED SCHEDULE B  
 BASE YEAR

CLIN	DESCRIPTION	NEW MAN-HOUR RATE	ESTIMATED ANNUAL MAN-HOURS	NEW BASE YEAR TOTAL
0001	Custody Officers	\$		\$
0002	Supervisory Custody Officer Lieutenant	\$	b4	\$ b4
	Base Year Total			\$ 9,991,304.86

OPTION I

CLIN	DESCRIPTION	NEW MAN-HOUR RATE	ESTIMATED ANNUAL MAN-HOURS	NEW BASE YEAR TOTAL
1001	Custody Officers	\$		\$
1002	Supervisory Custody Officer Lieutenant	\$	b4	\$ b4
	Option I Total			\$ 9,919,203.84

OPTION II

CLIN	DESCRIPTION	NEW MAN-HOUR RATE	ESTIMATED ANNUAL MAN-HOURS	NEW BASE YEAR TOTAL
2001	Custody Officers	\$		\$
2002	Supervisory Custody Officer Lieutenant	\$	b4	\$ b4
	Option II Total			\$ 9,943,693.76

OPTION III

CLIN	DESCRIPTION	NEW MAN-HOUR RATE	ESTIMATED ANNUAL MAN-HOURS	NEW BASE YEAR TOTAL
3001	Custody Officers	\$		\$
3002	Supervisory Custody Officer Lieutenant	\$	b4	\$ b4
	Option III Total			\$ 9,971,153.92

OPTION IV

CLIN	DESCRIPTION	NEW MAN-HOUR RATE	ESTIMATED ANNUAL MAN-HOURS	NEW BASE YEAR TOTAL
4001	Custody Officers	\$		\$
4002	Supervisory Custody Officer Lieutenant	\$	b4	\$ b4
	Option IV Total			\$ 9,985,643.84
	New Contract total for base year and four option periods			\$ 48,821,000.32

There are no other changes to the contract

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P004	3. EFF. DATE See Block 16 C	4. REQUISITION/PURCHASE REQ. NO. FOW-04-0014	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE Immigration & Customs Enforcement Administrative Center Laguna ATTN: Linda Holder, (949)360-3180 P.O. BOX 30080 Laguna Niguel CA 92607-0080		7. ADMINISTERED BY (If other than Item 6) CODE Immigration & Customs Enforcement Administrative Center Laguna ATTN: Linda Holder (949)360-3180 P.O. BOX 30080 Laguna Niguel CA 92607-0080		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) BNIC/AKAL SECURITY INC Attn: Daya S. Khalsa/Marc Stemp P.O. Box 1197  Santa Cruz NM 87567		9A. AMENDMENT OF SOLICITATION NO.		
CODE		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. X ACL-2-C-0003--- / ---		
		10B. DATED (SEE ITEM 13)		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)


NET CHANGES: \$0.00

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D. OTHER (Specify type of modification and authority) Unilateral Option to Extend the Term of the Contract FAR 52.217-9
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to issuing office.

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

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) Alan J. Barclay
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 12/12/03

Vendor  Official  Requestor  
 Receiving  G104 Oblig.  Other

Page 2

Modification Number: P004

Contract Number: ACL-2-C-0003

Unarmed Guard Service for El Centro Services Processing Center

This modification exercises the First Option Period for contract ACL- 2-C-0003, Unarmed Guard Services at the El Centro Service Processing Center, El Centro, CA.

The Department of Labor Wage Determination for the revised Collective Bargaining Agreement between Akal Security Inc. and the Security, Police, and Fire Professionals of America Amalgamated Local #165 will be incorporated into the contract subject to approval from the Department of Labor.

**First Option Period – January 1, 2004 through December 31, 2004**

CLIN	DESCRIPTION	MAN HOUR RATE	ESTIMATED YEARLY MAN HOURS	TOTAL INCREASE PER ANNUAL MAN HOURS
1001	Custody Officers	\$ [REDACTED]	[REDACTED]	\$9,433,482.24
1002	Supervisory Custody Officer Lieutenant	\$ [REDACTED]	[REDACTED]	\$ 485,721.60
<b>TOTAL</b>				<b>\$ 9,919,203.84</b>

This modification has increased the estimated amount of the contract by \$9,919,203.84 from \$9,991,304.96 to \$19,910,508.80

There are no other changes to the contract.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 27
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2. AMENDMENT/MODIFICATION NO. P005	3. EFF. DATE 01/12/2004	4. REQUISITION/PURCHASE REQ. NO. FOW-04-0014.1	5. PROJECT NO. (If applicable)
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6. ISSUED BY Immigration & Customs Enforcement Administrative Center Laguna ATTN: Linda Holder (949)360-3180 P.O. BOX 30080 Laguna Niguel CA 92607-0080	CODE	7. ADMINISTERED BY (If other than Item 6) Immigration & Customs Enforcement Administrative Center Laguna ATTN: Linda Holder (949)360-3180 P.O. BOX 30080 Laguna Niguel CA 92607-0080	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) BNIC/AKAL SECURITY INC Attn: Daya S. Khalsa/Marc Stemp P.O. Box 1197  Santa Cruz NM 87567	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. X ACL-2-C-0003 / --
	10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NET CHANGES: \$0.00

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


<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D. OTHER (Specify type of modification and authority) FAR 52.222-41 Service Contract Act Unilateral

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

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

This modification incorporates the Revised Department of Labor Wage Determination No. 1994-0446, Rev. 10, dated 01/06/2004 for the new Collective Bargaining Agreement between Akal Security, Incorporated and the Security, Police and Fire Professionals of America Amalgamated Local #165 effective October 31, 2003 through December 30, 2006 and supersedes any and all prior agreements or understandings between the parties.

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) Alan J. Barclay
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 1/12/04

Vendor  Official  Requestor  
 Receiving  G104 Oblig.  Other



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

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



William W. Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 1994-0446  
Revision No.: 10  
Date of Last Revision: 01/06/2004

State: California

Area: California County of Imperial

Employed on U.S. Department of Justice contract for guard services.

Collective Bargaining Agreement between Akal Security, Incorporated and Security, Police, and Fire Professionals of America (SPFPA), Local #165 effective October 31, 2003 through December 30, 2006.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

**Collective Bargaining Agreement**

**Between**

**AKAL SECURITY, INCORPORATED**

**and the**

**SECURITY, POLICE, AND FIRE PROFESSIONALS OF AMERICA**

**Amalgamated Local #165**

PREAMBLE

THIS AGREEMENT is made and entered by and between AKAL SECURITY, INCORPORATED, a New Mexico corporation, hereinafter referred to as the "Employer" or "Company," and Security, Police, and Fire Professionals of America (SPFPA), on behalf of its Local # 165, hereinafter referred to as the "Union".

## ARTICLE 1

### GENERAL PROVISIONS

#### SECTION 1.1 BARGAINING UNIT

This agreement is entered between Akal Security, Inc., and SPFPA, Local # 165 (hereinafter referred to as the Union). The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.

The unit is defined as all full-time and part time position Custody Officer and Lead Custody Officers employed by the Company at the INS Service Processing Center, El Centro, California, excluding all other employees including office clerical employees and professional employees as defined in the National Labor Relations Act.

This agreement shall be binding upon both parties, their successors and assigns. In the event of a sale or transfer of the business of the employer, or any part thereof, the purchaser or transferee shall be bound by this agreement.

#### SECTION 1.2 NEGOTIATING COMMITTEE

The Company agrees to recognize a Negotiating Committee composed of up to four members and one alternate selected by the Union to represent the Employees in collective bargaining negotiations.

#### SECTION 1.3 STEWARD SYSTEM

- A. The Company agrees to recognize a steward system.
- B. The Union agrees that the stewards will work at their regular jobs at all times except when they are relieved to attend to the business of the Grievance Procedure as outlined in this Agreement. Aggrieved employees will be paid their regular rate of pay in the conduct of Company Union business during scheduled working hours.
- C. If the Employee requests, the Company will call for a steward prior to any disciplinary action taken, whether it be written or verbal. The supervisor will release the steward as soon as possible. The Union Steward will be paid for time spent in the regard, upon receiving Supervisor approval of relief from duty.

#### SECTION 1.4 MANAGERS AND SALARIED PERSONNEL

Managerial and salaried Employees shall not perform the duties of the Employees in the bargaining unit, except in an emergency.

## SECTION 1.5 CLASSIFICATIONS

- A. Full-time Employees are those Employees who are scheduled to work forty (40) hours per week and regularly work thirty-two (32) hours or more a week.
- B. Part-time Employees are those Employees who are scheduled to regularly work less than thirty-two (32) per week.
- C. Employees covered by this agreement shall not be required to deliver office supplies, furniture, equipment, or distribution that does not pertain to normally assigned duties.
- D. Employees covered by this Agreement shall not be required to perform janitorial service other than to clean up or pick up after themselves.

## SECTION 1.6 UNION SECURITY

- A. An Employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement, to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the Union.
- B. An Employee who is not a member of this Union at the time that this Agreement becomes effective shall, within ten (10) days after the 30th day following the effective date of this Agreement or date of hire either:
  - 1. Become a member of the Union and remain a member.
  - 2. Pay the Union a service fee. The amount of this service fee shall be equal to that paid by regular Union members to include regular and usual initiation fees. The service fee will not include any assessments, special or otherwise. Such payments shall commence on the 30th day after the date of hire.
    - a) Employees who are members of, and adhere to the established and traditional tenets of a bona-fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall, instead of the above, be allowed to make payments in amounts equal to the agency fee required above, to a tax-exempt organization (under Section 501(c)(3) of the IRS Code). The Union shall have the right to charge any Employee exercising this option, the reasonable cost of using the arbitration procedure of this Agreement on the Employee's individual behalf. Further, any Employee who exercises this option shall twice a year submit to the Union proof that the charitable contributions have been made.
- C. 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. If there is a legal challenge to any provision of this

Article, the Employer may suspend its obligations under this Article for the duration of the dispute after conferring on the matter with the Union.

- D. The Union, including its International, agrees to save and hold the Employer harmless from any and all claims on account of any matter relating to the terms of this Article, including, but not limited to, any claims by any Employee(s) and compliance with the law.

#### **SECTION 1.7 DUES CHECKOFF**

- A. The Company agrees to deduct dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made only upon written authorization from the Employee on a form provided by the Union. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to the dollar amount of the Union membership dues.
- B. The Company will remit all such deductions to the Financial Secretary/Treasurer within five (5) business days from the date that the deduction was made, via direct deposit, if possible. All costs related to direct deposit will be borne by the Union. The Union agrees to furnish the Company with the current routing number for direct deposit. The Company shall furnish the Financial Secretary/Treasurer with a deduction list, setting forth the name, address, date of hire and amount of dues, within seven (7) business days of each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions initiated by an Employee against the Company, and assumes full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

#### **SECTION 1.8 INTENT OF PARTIES**

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient security operations. The Union and the Company agree to use their best efforts to cause the Bargaining Unit Employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company. Neither the Company, nor the Union, nor their representatives, nor their members will intimidate, coerce, or discriminate in any manner against any person in its employ by reason of his/her membership and activity or non-membership or non-activity in the Union.

It is expressly understood and agreed the services to be performed by the Employees covered by this Agreement pertain to and essential to the operation of the INS Detention Center Service Processing Center. Both the Company and the Union recognize their paramount goal is to maintain safety of the operations of the INS Detention Center.

## **SECTION 1.9 ANTI-DISCRIMINATION**

Neither the Company nor the Union will discriminate against any Employee because of race, color, religion, sex, age, national origin, Vietnam Era Veterans status, disability or other protected reason. The Employer will treat Employees with dignity and respect at all times. Employees will also treat each other as well as the employer with dignity and respect. The Company and the Union recognize that the objective of providing equal employment opportunities for all people is consistent with Company and Union philosophy, and the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

## **ARTICLE 2**

### **SENIORITY**

#### **SECTION 2.1 SENIORITY DEFINED**

- A. Union seniority shall be the length of continuous service from the Employee's last date of hire as CO for the Employer, past or present and/or any predecessor Employer. Seniority shall not accrue until the Employee has successfully completed the probationary period. Seniority shall be applicable in determining the order of layoff and recall, shift bidding, vacation schedules, extra work, transfers, and other matters as provided for in this Agreement.
- B. For the purposes of shift bidding, vacation schedules, transfers, days off and extra work, union seniority shall be defined as seniority within the work site.
- C. Any Employee permanently transferred out of the designated Local Bargaining Unit for any reason shall lose their Union seniority as it applies to the order of layoff and recall, shift bidding, vacation schedules, extra work, and other matters as provided for in this Agreement.
- D. Part-time Employees will have seniority only among other part-time Employees. Any part-time Employee who becomes full-time Employee will be placed on the seniority list for full-time Employees in accordance with the date they become a full-time Employee or once they have completed the equivalent of the ninety (90) day probationary period.
- E. Employees who make Company approved transfers will maintain Company security based on original hire date after the approved transfer.

#### **SECTION 2.2 SENIORITY LISTS**

The Company will provide a list to the Local twice a year on demand of the Union. The data will include name, location, classification, rate of pay, and last Entry on Duty date. The Union

will verify seniority and provide a copy of the confirmed seniority list to the Company within 14 days of receipt

### **SECTION 2.3 PERSONAL DATA**

Employees shall notify the Employer in writing, on the company provided form, of their proper mailing address and telephone number or of any change of name, address, or telephone number. The Company shall be entitled to rely upon the last known address in the Employer's official records.

### **SECTION 2.4 TRANSFER OUT OF UNIT**

Any Bargaining Unit Employee who is permanently promoted to a non-bargaining unit position for more than four (4) weeks shall have their Union seniority frozen. If they return to the bargaining unit at a later date their seniority will start again on that return date. Anyone performing in a non-bargaining unit position intermittently (for more than on consecutive shift) will have their seniority adjusted by the amount of time spent out of the unit.

### **SECTION 2.5 PROBATIONARY EMPLOYEES**

Probationary Employees will be considered probationary for a ninety (90) calendar day period after their hire date. The Union will still represent Probationary Employees for problems concerning wages, hours and working conditions, but the Company reserves the right to decide questions relating to transfers, suspensions, discipline, layoffs, or discharge of Probationary Employees without recourse to the grievance procedure contained in this Agreement.

Probationary Employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The Probationary period can be extended by mutual agreement between the Company and the Union.

### **SECTION 2.6 TERMINATION OF SENIORITY**

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;
- C. a settlement with the Employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
- D. the Employee is laid off for a continuous period of one year or 365 calendar days;
- E. the U.S. Government revokes the Employee's clearances;
- F. the Employee is permanently transferred out of the bargaining unit.



## ARTICLE 3

### JOB OPPORTUNITIES

#### SECTION 3.1 FILLING VACANCIES

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of five (5) working days (excluding Saturdays, Sundays and holidays). The Project Manager or designee will notify the Union President in writing of such openings. The Union President will then verify that all part time position CO's have been notified. When a vacancy occurs, the Employer will fill the position with the most senior Employee who has applied for the position in writing, who has been trained (if required) to fill any necessary special qualifications for the new position.

#### SECTION 3.2 LAYOFF AND RECALL

In the event of layoff or recall, when positions are being reduced, probationary Employees will be laid off first. Should it be necessary to further reduce the work force, Employees will be retained on the basis of seniority. Recall of Employees will be accomplished by recalling the last laid off Employee first, and so on.

#### SECTION 3.3 APPOINTMENT OF SUPERVISORY STAFF

The U.S. Government in its contract with the Company creates specific guidelines for the job duties and qualifications of Supervisors. Based on these guidelines, all appointments will be made on the basis of suitability as evaluated by the Company. Suitability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operation. If, in the Employer's determination, Employees are equally qualified, seniority will prevail.

## ARTICLE 4

### MANAGEMENT'S RETAINED RIGHTS

#### SECTION 4.1

Management of the business and direction of the security force are exclusively the right of management. These rights include the right to:

1. Hire;
2. Assign work and schedule;
3. Promote, Demote;
4. Discharge, discipline, or suspend based on Article 6;
5. Determine the size of the workforce, including the number, if any, of employees assigned to any particular shift.

6. Make and enforce work rules not inconsistent with the provisions of this agreement;
7. Require Employees to observe reasonable Employer rules and regulations;
8. Determine when overtime shall be worked;
9. Determine the qualifications of an Employee to perform work.

#### **SECTION 4.2**

Any of the rights, power or authority the Company had prior to the signing of this Agreement are retained by the Company, except those specifically abridged or modified by this Agreement and any supplemental Agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

### **ARTICLE 5**

#### **GRIEVANCE PROCEDURE**

##### **SECTION 5.1 INTENT**

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, or the challenge of any disciplinary action taken against a Union Employee, except that this grievance procedure shall not be used for any suspension or revocation of required DO clearances by the U.S. Government. In addition, the grievance procedures outlined herein shall not apply to any non-disciplinary situation where the company is acting under express directives of the U.S. Government.

##### **SECTION 5.2 GENERAL PROVISIONS**

- A. The number of days outlined in Section 5.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. The term "days" shall not include Saturdays, Sundays or holidays when used in this Article.
- B. Should either the Company, the Union, or the aggrieved employee fail to comply with the time limits as set forth in this Article, the party who failed to comply with the time limits shall forfeit the grievance.
- C. Time limits set forth herein may be extended only by mutual agreement of the Union and Company.

##### **SECTION 5.3 GRIEVANCE PROCEDURE**

All grievances shall be presented and processed in accordance with the following procedures:

- A. **Informal Step** - The parties shall make their best efforts to resolve any dispute on an informal basis. Both the Company and the Union agree that the Employee will first discuss the complaint with their immediate supervisor (not in the bargaining unit), within five (5) working days of the incident being grieved, to start the informal

procedure. If the informal procedure is not invoked within five working days of Employee's knowledge of a grievable issue, then it is agreed by both parties that no further action can be taken. If the complaint is not satisfactorily adjusted within three (3) working days of the inception of the informal discussion, it may be submitted in writing to the Project Manager or designee in accordance with Step One.

- B. **Step One** - If the matter is not resolved informally, the Employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee and the union representative, and shall be submitted to the Project Manager or designee with a copy to the Company's HR Director. The Project Manager or designee shall have ten (10) days from the date the grievance was received by the Project Manager or designee to return a decision in writing with a copy to the aggrieved Employee and the union representative.
- C. **Step Two** - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Company's Director of Human Resources or designee not later than ten (10) days from the denial by the Project Manager or designee. The Director of Human Resources or designee will have twenty (20) days from the date the grievance was received to return a decision, in writing, with a copy to the aggrieved Employee and the union representative.
- D. **Grievance for Discipline** - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the Project Manager through the Site Supervisor or designee within ten (10) days after the occurrence of the facts giving rise to the Grievance.

#### **SECTION 5.4 ARBITRATION PROCEDURE**

Grievances processed in accordance with the requirements of Section 5.3 that remain unsettled may be processed to arbitration by the Union, giving the Company's Director of Human Resources written notice of its desire to proceed to arbitration not later than fifteen (15) days after rejection of the grievance in Step Two. Grievances which have been processed in accordance with the requirements of Section 5.3 which remain unsettled shall be processed in accordance with the following procedures and limitations:

- A. **Selection of an Arbitrator** - Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Company and the Union will meet telephonically to jointly attempt to agree upon the selection of a neutral arbitrator. If, within fifteen (15) days, the parties fail to agree upon the selection of an arbitrator, the Union will request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the FMCS by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.

**B. Decision of the Arbitrator** - The arbitrator shall commence the hearing at the earliest possible date. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

**C. Arbitration Expense** - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.

#### **SECTION 5.5 CLASS ACTION**

The Union shall have the right to file a group grievance (class action) or grievances involving more than one (1) Employee at the Informal Step of the grievance procedure.

#### **SECTION 5.6 INDIVIDUAL GRIEVANCES**

No individual may move a grievance to arbitration.

### **ARTICLE 6**

#### **DISCIPLINE**

#### **SECTION 6.1 GROUNDS FOR DISCIPLINE AND DISMISSAL**

After completion of the probationary period, as specified in Section 2.5, no Employee shall be disciplined, dismissed or suspended without just cause. Just cause shall include any suspension or revocation of clearance by ICE. The "final decision" on the employee's removal shall be determined by the Government, and the Employer shall be held harmless by the Union and the employee for any further claims made after this final determination. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties.

The Company's contract with the U.S. Government sets out performance standards and contract requirements for the CO's and all employees are required to comply with these standards. Failure to do so may lead to disciplinary action. Employees agree to comply with any non-disciplinary directive issued by the US Government.

The Company may discipline Employees when necessary and discharge those who fail to uphold U.S. Government or Company standards as described above. It is recognized by parties to this Agreement that progressive discipline generally shall be applied in dealing with Employees. However, it is also recognized that offenses may occur for which progressive discipline is not

applicable (e.g. fraud, gross misconduct, theft, etc.). Disciplinary measures vary depending on the seriousness of the matter and the past record of the Employee. Failure to comply with any investigation procedures will result in discipline up to and including termination.

## ARTICLE 7

### HOURS OF WORK AND OVERTIME

#### SECTION 7.1 WORKDAY AND WORKWEEK

For the purposes of this Article, a regular workweek of forty (40) hours of work shall constitute a normal full-time workweek for full-time Employees. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the U.S. Government. Nothing contained herein shall guarantee to any Employee any number of hours of work per day or week.

#### SECTION 7.2 OVERTIME

An overtime rate of time and one-half (1 1/2) of an Employee's base rate of pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a work week.

#### SECTION 7.3 OVERTIME REQUIREMENT

If directed to work overtime (i.e. over forty [40] hours in a workweek) or extra hours, and the seniority system is not invoked due to shortness of notice to the Company, the Employee shall be required to do the work, unless the Employee is excused by the Company for good cause.

#### SECTION 7.4 OVERTIME DISTRIBUTION

Bargaining Unit employees will be expected to work overtime assignments. A list of volunteers shall be compiled by seniority for each shift. When the senior volunteer works overtime his name will go to the bottom of the list.

When a employee is next on the list, and cannot work because of personal reasons, he/she will be passed over and the next Bargaining unit employee on the list will work overtime and the employee who turned down the over time will be next in turn for overtime.

Mandatory overtime will be inverse to voluntary, in that the employee with the least seniority will be required to meet the overtime requirement. This includes involuntary call-in which results in overtime.

## ARTICLE 8

### WORK SHIFTS AND PAYMENT POLICIES

#### SECTION 8.1 SHIFT BIDDING, HOURS OF WORK, & SENIORITY

Upon ratification of this agreement, the Company and the Union agree to meet within 60 days to design a mutually acceptable method for shift bidding and days off.

#### SECTION 8.2 WAGE SCHEDULE

The base rate of pay for Custody Officers covered by this agreement in all locations are described in below:

##### Current

Custody Officer	18.05 per hour
Health and Welfare allowance	3.05 per regular hr worked
Pension	1.22 per regular hr worked
Uniform Allowance	0.42 per regular hr worked

##### as of January 1, 2004

Custody Officer	22.34 per hour
Health and Welfare allowance	3.05 per regular hr worked
Pension	1.22 per regular hr worked
Uniform Allowance	0.42 per regular hr worked

##### as of January 1, 2005

Custody Officer	23.00 per hour worked
Health and Welfare allowance	** per regular hr worked
Pension	1.22 per regular hr worked
Uniform Allowance	0.42 per regular hr worked

##### as of January 1, 2006

Custody Officer	23.70 per hour
Health and Welfare allowance	** per regular hr worked
Pension	1.22 per regular hr worked
Uniform Allowance	0.42 per regular hr worked

\*\* The parties agree that either party may reopen negotiations for amendments to Health & Welfare Allowance at any time after September 1 and before October 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. If the parties fail to reach

agreement, the dispute shall be submitted to arbitration in accordance with Article 5 of this agreement. All provisions of this Agreement, including, but not limited to, Article 16, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this agreement.

### **SECTION 8.3 PAYDAY**

Payday for all hourly Employees will be no later than 11 a.m. on Friday following the two (2) week pay period ending on Saturday, subject to change by mutual agreement. Should direct deposit become available, the company will make this option available to all employees.

### **SECTION 8.4 UNDISPUTED ERROR**

In case of an undisputed error on the part of the company as to an Employee's rate of pay, proper adjustment will be made in the next paycheck after the error has been brought in written form to the Company's attention. Any error, involving eight (8) hours of pay or more, will be corrected and paid within three (3) working days.

### **SECTION 8.5 SHIFT DIFFERENTIAL**

Employees working between the hours of 1500 and 2300 or any part there of will be paid a shift differential of 4%. Those employees working between the hours of 2300 and 0700 or any part there of will be paid a shift differential of 6%.

## **ARTICLE 9**

### **HOLIDAYS**

#### **SECTION 9.1 HOLIDAYS DEFINED**

Whenever the term "holiday" is used, it shall mean:

New Years Day	Independence Day
Veterans Day	Columbus Day
Christmas Day	Labor Day
Thanksgiving Day	Martin Luther King Birthday
Memorial Day	Presidents Day
Birthday	Good Friday

#### **SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS**

- A. A full-time position Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift premium for that holiday.
- B. Any full-time position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay times 1 and half for all hours worked, and in addition, shall receive eight (8) hrs holiday pay at the regular rate as described in (A) above.

- C. Any part time position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay times for all hours worked, and in addition shall receive prorated holiday pay based on the number of actual hours the Employee worked in the two (2) week pay period prior to the holiday.
- D. In the event that the Holiday falls on a weekend, the term "holiday" will refer to the day that the U.S. Government designates as the Holiday.
- E. Any employee who is requested and agrees to work on any of the above named holidays but fails to report to work for such holiday shall not receive holiday pay, and shall be subject to discipline. Employees must work the scheduled day before and the scheduled day after to receive holiday pay.

## **ARTICLE 10**

### **VACATIONS**

#### **SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES**

Eligibility for vacation benefits shall be based on Department of Labor (DOL) rules under Service Contract Act. Eligible full-time Employees shall be entitled to annual vacation based on their continuous years of service with the Employer (based on the Employee's anniversary date of employment) at their individual hourly rate of pay at the time payment is made in accordance with the following schedule:

- Upon completion of one (1) year of service: eighty (80) hours
- Upon completion of five (5) years of service: one-hundred and twenty (120) hours
- Upon completion of ten (10) years of service: one-hundred and sixty (160) hours
- Upon completion of fifteen (15) years of service: two-hundred (200) hours

#### **SECTION 10.2 ELIGIBLE PART TIME POSITION EMPLOYEES**

Part-time Employees are eligible for vacation benefits on a prorated basis, based on 2080 hours and defined by the maximums allowed in the contract. All paid hours during the preceding year will be used to figure the employee's work hours.

#### **SECTION 10.3 SCHEDULING VACATIONS**

Vacations, insofar as is reasonably possible, shall be granted at the times most desired by the Employee, after the Employee's anniversary date. Employees who cash out vacation time are not entitled to participate in the vacation selection process, nor take vacation during the year unless approved under the guidelines for LWOP as outlined in Article 11.



Employee will pick vacation by full time seniority with thirty (30) days to pick between November 1 and November 30 of each year. The Employee shall be ready to pick when asked. If not ready, the employee will be passed over and pick what is available when ready. Once the employee has picked his/her vacation by seniority the company will post a list of vacation schedules no later than January 01 of each year. Once posted, management cannot make any changes except as needed to maintain continuity of operations of the SPC. Employees will submit a written request based on available opening. This process is limited to vacation selections of 1 week increments.

All other vacation requests must be made in writing not less than 2 week prior to the proposed vacation dates. The Company will respond to these other requests with in 5 working days.

#### **SECTION 10.4 UNUSED VACATION**

Vacations shall not be cumulative from one year to the next. Any earned but unused vacation time remaining at the end of a year of service (based on Employee's anniversary date of employment) shall be paid to the Employee.

#### **SECTION 10.5 PAY IN LIEU OF VACATION LEAVE**

At any time during the year, Employees may request in writing to be paid for earned vacation, pay in lieu of taking actual vacation leave. Earned vacation pay will be paid in the next pay cycle.

#### **SECTION 10.6 TERMINATING EMPLOYEES**

Upon termination of employment, Employees will be paid at their individual hourly rate vacation time earned as of their last anniversary date, but not used, as entitled by the Service Contract Act. (Example: An Employee who terminates one month into the next anniversary year is entitled to any of the previous year's earned accrued vacation not already used, and not to the additional month accrued in the new anniversary period).

#### **SECTION 10.7 VACATION - LAID OFF EMPLOYEES**

Length of service with the Employer shall accrue for the purposes of vacation benefits while an Employee is on laid-off status for up to one (1) year. Employees will only be paid vacation benefits upon returning to work.

#### **SECTION 10.8 VACATION INCREMENTS**

Consistent with Employer approval, efficiency, and economy of operations, Employees with two (2) or more weeks of vacation may take their vacation in segments of less than one (1) week each. Vacation must be taken in one (1) day (8 hour) increments

## ARTICLE 11

### LEAVES OF ABSENCE

#### SECTION 11.1 LIMITATIONS

Personal leaves of absence for non-medical emergencies may be granted at the sole discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless a special extension is approved by the Employer. An employee on any unpaid leave of absence will be required to use available vacation or personal leave time in full before beginning the unpaid leave. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over thirty (30) days. The Employer will make every reasonable effort to maintain an Employee's position while on a non-statutory unpaid leave of absence. Unpaid leaves of absence may be taken only with written approval of the Employer or in a case of verified personal emergency. Failure to report for scheduled shifts without Employer permission may face disciplinary action.

Any full-time employee who uses more than two (2) days of leave without pay (LWOP) per Government contract year for absences not covered by Family and Medical Leave Act of 1993 (FMLA), Worker's Compensation, or whose absence is not a company approved accommodation and/or leave, may face disciplinary action.

#### SECTION 11.2 MEDICAL LEAVE

- A. The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein.
- B. The Company agrees to honor the FMLA for all eligible Employees.
- C. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work. Any Employee who is not able to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be terminated from Employment.
- D. If the Employee files for medical leave on false pretext or works for another employer without pre-authorization from the company, the Employee will be removed from the CO program and from employment with Employer.

#### SECTION 11.3 MILITARY LEAVE

An Employee of the Company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the

time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

#### **SECTION 11.4 UNION LEAVE**

The Company agrees to grant 5 days at one time of Union Leave (LWOP) to Union Officers (Maximum 5 employees with no more than 3 per shift), as long as staffing permits, upon 14 days written request for the purpose of attending Union Conventions, or other meetings of vital interest to the Union, for the duration required to perform the duties of the position, which he or she was elected or appointed and with 7 days notice for a local meetings of 1 day or less or 14 days notice for more than 1 day of leave.

#### **SECTION 11.5 PERSONAL/SICK LEAVE**

Each Employee shall be entitled to nine (9) days of sick leave per full contract year, all days made available on their anniversary date. Of the nine (9) sick day entitlement, six (6) days shall be available for cash out at the end of the Employees anniversary year. Any unused portion of these six (6) personal days will be cashed out with in 30 days of the anniversary date. The additional three (3) days of the nine (9) days may be taken after the six (6) days have been used and any unused portion of these three (3) sick days shall not be cashed out at the end of the contract year and cannot be carried over.

- A. Sick days shall be used in no less than eight-hour increments and shall be paid when taken by the Employee.
- B. Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of actual hours Employee worked during that year based on hire date anniversary. If the Employee has used more personal days upon termination than he/she earned based upon time worked on the contract, the amount of the overage will be deducted from the Employee's final paycheck.
- C. Sick leave (and vacation) days may be used to cover absences caused by illness. Any Employee who is unable to report to work because of sickness must notify the Employer at least four (4) hours prior to the beginning of his/her regular shift in order to be eligible for paid sick leave benefits. Proof of illness may be required after two (2) days. Disciplinary action may result from excessive, unapproved absenteeism.

#### **SECTION 11.6 PROCESSING UNPAID LEAVES OF ABSENCE**

The Employer will consider requests for unpaid leaves of absence and may grant them at its sole discretion. An unpaid leave of absence must be processed in the following manner:

- A. All requests for unpaid leaves of absence shall be submitted in writing to Project Manager or designee at least ten (10) calendar days prior to the date the leave will take effect, except in cases of verified personal emergencies, and include:

1. The reasons for such leave;
  2. The effective dates of such leave;
  3. The estimated date of return to work.
- B. The Company will respond to the request within seven (7) working days.
- C. The written request for leave of absence shall be submitted to the Project Manager for final approval. If the request for the leave of absence is approved by the Project Manager, a copy of the approved leave of absence will be given to the Employee involved.
- D. Extensions of the leave of absence may be granted at the sole discretion of the Employer, upon written request by the Employee within ten (10) calendar days prior to the expiration of the leave of absence. Extensions, when granted, shall not total more than thirty (30) days.

#### **SECTION 11.7 GENERAL PROVISIONS**

Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of this Agreement.

#### **SECTION 11.8 JURY DUTY**

Full time employees on the payroll with one or more years of continuous service will be reimbursed up to five (5) days in any calendar year for any loss of income during their otherwise scheduled workweek for time spent on Jury Duty.

Said reimbursement shall be offset by any jury fees received by the employee. Employees must inform their supervisor immediately upon receiving a notice to report for jury duty. The Employee reserves the right to request an exemption when the Employer determines that the employee's absence would create hardship.

#### **SECTION 11.9 BEREAVEMENT LEAVE**

If necessary for an employee to lose time from work because of a death in the immediate family the employee shall be entitled to 5 days paid leave. If the funeral takes place more than 250 miles from the site the employee shall be entitled to 7 days leave.

Immediate family is defined to mean an employee's father, mother, spouse, sister, brother, child (including legally adopted children and/or step children), father in law, mother in law, sister in law, brother in law, grandparents and grand children.

The employer reserves the right to verify all bereavement leave requests and may require proof of the death for which the employee requests leave.

#### **SECTION 11.10 ABSENTEEISM FROM DUTY**

When an employee fails to report for duty or to call the appropriate supervisor four (4) hours prior to the start of the scheduled shift, it is considered a "no call/no show". In the event an emergency prevents an employee from reporting to work and notifying the office prior to the scheduled shift, an employee must contact the appropriate supervisor as soon as possible and explain the failure to report for duty. Explanations are subject to verification. Unverified and unexcused absences from duty will result in disciplinary action.

Akal Security, Inc., considers that an employee has resigned their position voluntarily (voluntary separation) if the employee is absent from duty due to "no call/no show" more that 3 shifts or 2 consecutive days in a 12 month period.

## ARTICLE 12

### HEALTH, WELFARE AND UNIFORM ALLOWANCES

#### SECTION 12.1 PAYMENTS

For the life of this Agreement, the Employer will make health and welfare payments to Full Time Employees on all hours up to forty (40) hours per week, and up to a total of 2080 hours per contract year, as described in Appendix A. All Health and Welfare funds will be forwarded to the Union. With these funds, the Union shall provide a full health insurance plan with no deductible or co-payment and a standard Dental plan for each full time regular employee and their legal dependents at no additional charge. The Company will retains the right to approve any health insurance and/or dental plan. The Company upon demand may audit any such plan, not more than 4 times a year.

All full time employee's and their dependants will join this plan after ninety (90) days of employment.

Any part time employee who on average worked more than 32 hours in the 90 day period based on the employees anniversary date shall be entitled to insurance coverage. Subject to review every quarter based anniversary.

Employees who take leave with out pay will be required to make monthly payments to continue their coverages.

#### SECTION 12.2 OTHER BENEFITS

The Employer will offer Employees the opportunity to participate in other available Employee paid fringe benefit programs made available to all Officers employed by the Company. These programs may include cafeteria plans, payroll deduction plans, retirement plans, insurance plans, 401(k) plans, and any other plan mentioned in this Agreement.

#### SECTION 12.3 UNIFORM MAINTENANCE

The Employer will pay the Employee an allowance for each hour worked, up to 40 hours per week, for uniform maintenance as described in Appendix A.

## ARTICLE 13

### MISCELLANEOUS PROVISIONS

#### SECTION 13.1 BULLETIN BOARDS

The Employer will make its best effort to obtain a space from the U.S. Government for Union to locate a Union-provided bulletin board that will be used by the Union for posting of notices of meetings, elections, appointments, recreational and social affairs, and other Union notices. The provision of these facilities is the prerogative of the U.S. Government, who owns and controls all worksite facilities.

#### SECTION 13.2 PHYSICAL EXAMINATION

The Employer has the right to choose the physician who will perform any physical exam that may be required.

Medical exams may be required by the U.S. Government contract, or should the Employer have concerns regarding an Employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion. Physical fitness is an important job requirement. Employees must pass the medical exam prescribed by the Employer's contract with the U.S. Government in order to be employed and to maintain employment.

The Employer will pay for the time required for the employee to take required physical exams. Time for any exams requiring more than two (2) hours must be pre-approved by the Site Supervisor. If, when the appointment is going to exceed two (2) hours, the Employee will call into Project Manager or designee to inform them of the delay and request approval for additional time.

#### SECTION 13.3 DRUG AND ALCOHOL PROGRAM

The parties recognize that, given the safety and sensitivity of the environment, and the nature of the work performed by the Company and its employees, the use of controlled substances or alcohol on the job poses a substantial risk to the all Employees, the detainees, the Company and members of the public. To prevent or limit such risk, and pursuant to the Company's policy to maintain a drug-free workplace random Drug and Alcohol screening will occur. Such policy shall be subject to revision by the Company by mutual agreement with the union. The Company will pay for any time used by an employee taking an initial drug test that finds a negative result.

#### SECTION 13.4 UNION MEETINGS

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 as described in this Agreement. No Employee may leave their post without permission from the Employer under any circumstances, unless there is appropriate Government permission granted. No Employee may be at the worksite at any time unless engaged in company approved activities

### **SECTION 13.5 MANAGEMENT/LABOR RELATIONS**

In the interest of good communications the Company and the Union agree there shall be a Labor and Management Meeting consisting of three (3) representatives of the Union and upto three representatives from the Company. Both parties will mutually agree upon any additional participants. The purpose of this meeting will be improve labor/management relations by providing an informal forum for the free exchange of views and discussion of mutual concerns of both parties. It is clearly not the intention that this exchange by-pass the normal grievance procedure. Any agreements reached at these meetings to change practices or policies shall be put in writing and will only be effective when signed by both parties.

It is suggested that these meetings will be held monthly. All scheduled meeting times and places will be mutually agreed to by both parties.

### **SECTION 13.6 ACCESS TO PERSONNEL FILES**

As possible, and in accordance with applicable laws, the Union shall have access to personnel records of an employee in conjunction with the investigation of a grievance or for use in arbitration. The union will present written authorization from the employee before access will be granted. The Union shall maintain the confidentially it of all information contained therein.

### **SECTION 13.7 GUARD CARDS AND PERMITS**

All employees shall submit to the Company within fifteen (15) calendar days of the execution of this agreement a copy of the California guard card. All employees shall be required, at their own expense,, to maintain a valid California Guard card. In the event that employee's California Department Consumer Affairs Guard Card Permit lapse or becomes otherwise invalidated, the Employer may temporally suspend but not discharge the employee. Once having proof that the payment renewal was sent within ninety (90) days guideline set forth by the Department of Consumer Affairs, the employee may continue employment as long as the employee has shown proper documentation that their guard card is valid.

### **SECTION 13.7 TRAINING**

The Company agrees to pay employces for required and mandated government training to the extent required by the contract between the INS and the Company.

## **ARTICLE 14**

### **401(k) PLAN**

The Company shall provide a 401(k) plan to which Officers are eligible to contribute, whether Union or Non-Union. Employees shall be subject to the eligibility requirements and rules of the Plan. All Pension moneys shall be paid directly into the 401K plan.

## **ARTICLE 15**

### **SAFETY**

#### **SECTION 15.1 SAFETY POLICY**

It is the policy of the Company to make its best efforts to provide Employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. Under this Agreement, all worksites and facilities are the property of the U.S. Government, who is responsible for the condition and safety of the worksite.

While there is a safety committee in place at the site, the Union will continue to select the representative for the committee.

#### **SECTION 15.2 OSHA STANDARDS**

The Company will report any safety violations observed or reported to the Company in any U.S. Government-provided workstation or break room.

## **ARTICLE 16**

### **CONTINUITY OF OPERATIONS**

#### **SECTION 16.1 NO STRIKES**

- A. Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns, or secondary boycotts during the term of this Agreement.
- B. Upon hearing of an unauthorized strike, slowdown, stoppage of work, planned inefficiency, or any curtailment of work or restriction or interference with the operation of the Employer, the Union shall take affirmative action to avert or bring such or bring such activity to prompt termination.

#### **SECTION 16.2 LOCKOUTS**



During the life of this Agreement, the Employer shall not lockout any Employees covered in this Agreement.

#### **ARTICLE 17**

##### **SEPARABILITY OF CONTRACT**

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through U.S. Government regulations or decree, such parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the decree or U.S. Government statutes, so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

#### **ARTICLE 18**

##### **ENTIRE AGREEMENT**

The parties acknowledge that during negotiations that resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated upon; and that the agreements contained herein were arrived at after free exercise of such rights and opportunities. Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement, except as specifically provided for in other provisions of this Agreement.

#### **ARTICLE 19**

##### **DURATION**

This Agreement shall be effective from 12:00 noon, October 31, 2003 through December 30, 2006 and supersedes any and all prior agreements or understandings between the parties.

IN WITNESS WHEREOF, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

FOR: SPFPA

BY: [Signature]

TITLE: V.P. Region 7

DATE: 10-30-03

FOR: SPFPA Local #165

BY: [Signature]

TITLE: President of Local #165

DATE: 10-30-03

FOR: Akal Security, Inc.

BY: [Signature]

TITLE: Director H.R.

DATE: 10-30-03

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT

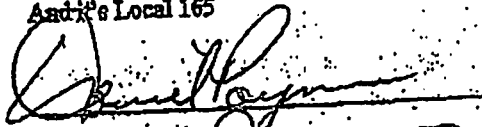
BETWEEN  
AKAL SECURITY, INC.  
AND THE  
INTERNATIONAL UNION, SPECIAL POLICE AND FIRE PROFESSIONALS  
OF AMERICA, LOCAL 165

This Amendment to the Collective Bargaining Agreement between Akal Security, Inc. ("Company") and the International Union, Special Police and Fire Professionals of America, Local 165 ("Union") is entered into this 1<sup>st</sup> day of October, 2004, as an amendment to the Collective Bargaining Agreement between Akal Security, Inc. and International Union, Special Police and Fire Professionals of America, Local 165 in effect from October 31, 2004 till December 30, 2006.

Beginning January 1, 2005, the Health and Welfare Allowance will be \$3.40.

All other provisions, terms and conditions of the Agreement, except as provided herein, shall continue in full force and effect unless otherwise mutually agreed upon.

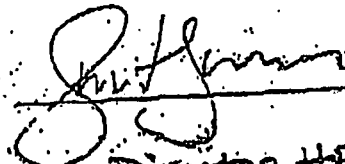
International Union, SPFA  
And it's Local 165



Title: D.P. Regan  
SPFA

Date: 10/28/04

AKAL SECURITY, INC.



Title: Director, HR

Date: 10/28/04

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
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2. AMENDMENT/MODIFICATION NO. A006	3. EFF. DATE 05/06/2004	4. REQUISITION/PURCHASE REQ. NO. FOW-04-0014	5. PROJECT NO. (If applicable)
---------------------------------------	----------------------------	---	--------------------------------

6. ISSUED BY Immigration & Customs Enforcement Administrative Center Laguna ATTN: Linda Holder (949)360-3180 P.O. BOX 30080 Laguna Niguel CA 92607-0080	CODE	7. ADMINISTERED BY (If other than Item 6) Immigration & Customs Enforcement Administrative Center Laguna ATTN: Linda Holder (949)360-3180 P.O. BOX 30080 Laguna Niguel CA 92607-0080	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) BNIC/AKAL SECURITY INC Attn: Daya S. Khalsa/Marc Stemp P.O. Box 1197  Santa Cruz NM 87567	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. X ACL-2-C-0003 / --
	10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NET CHANGES: \$0.00

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

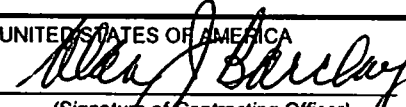
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D. OTHER (Specify type of modification and authority) Unilateral Final Rule on FAR case 2002-018

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

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

This modification is issued to incorporate by reference FAR Clauses 52.204-7, Central Contractor Registration (OCT 2003), Alt 1 (OCT 2003) (b) (1)... December 31, 2003... and 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003). Clauses in full text are available at <http://www.arnet.gov/far>. Central Contractor Registration is available at <http://www.ccr.gov>.

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) Alan J. Barclay
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED 5/6/04

Vendor  Official  Requestor  
 Receiving  G104 Oblig.  Other

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   4
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2. AMENDMENT/MODIFICATION NO. A007	3. EFF. DATE 08/10/2004	4. REQUISITION/PURCHASE REQ. NO. POW-04-0014	5. PROJECT NO. (If applicable)
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6. ISSUED BY Immigration & Customs Enforcement Administrative Center Laguna ATTN: Linda Holder (949)360-3180 P.O. BOX 30080 Laguna Niguel CA 92607-0080	7. ADMINISTERED BY (If other than Item 6) Immigration & Customs Enforcement Administrative Center Laguna ATTN: Linda Holder (949)360-3180 P.O. BOX 30080 Laguna Niguel CA 92607-0080
---	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) BNIC/AKAL SECURITY INC Attn: Daya S. Khalsa/Marc Stemp P.O. Box 1197 Santa Cruz NM 87567	9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	10A. MODIFICATION OF CONTRACT/ORDER NO. X ACL-2-C-0003 / -	10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NET CHANGES: \$0.00

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Fixed - Fixed Price Alternate I (APR 1984) (a) (2)
D. OTHER (Specify type of modification and authority)

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

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

This modification is issued to change the six ICE Designated Officers time of performance listed on the Post Position Man-Hour Chart for El Centro Service Processing Center from 7:00 AM through 3:00 P.M. to 6:00 A.M. through 2:00 P.M. The ICE Designated Officers will not acquire a shift differential of 6% for the one-hour change in the work schedule and there will be no monetary changes to this contract. (See Revised PostPositions Man-Hour Chart - El Centro & Local Addendum 1 El Cento Attached)

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) DAYA S. KHALSA SR. V.P.	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alan J. Barclay
--	---

15B. CONTRACTOR OFFICER <i>Daya S. Khalsa</i> (Signature of person authorized to sign)	15C. DATE SIGNED 8/10/04	16B. UNITED STATES OF AMERICA BY <i>Alan J. Barclay</i> (Signature of Contracting Officer)	16C. DATE SIGNED 8/10/04
--	-----------------------------	--	-----------------------------

Vendor  Official  Requestor  
 Receiving  G104 Oblg.  Other

Revised July 22, 2004

REVISED POSTPOSITIONS MAN-HOUR CHART - EL CENTRO

	SECURITY OFFICER (S) POST/ POSITION	SHIFTS	DAYS PER WEEK	MAN HOURS PER WEEK	ESTIMATED MAN HOURS PER YEAR
1	Project Manager*				
2	Supervisory Custody Officer Lieutenant				
3	Supervisory Custody Officer Lieutenant				
4	CCTV				
5	CCTV				
6	CCTV				
7	Gate 4				
8	Zone 1/Gate 1				
9	"A" Barracks North				
10	"A" Barracks South				
11	"A" Barracks Rover				
12	"B" Barracks East				
13	"B" Barracks West				
14	"B" Barracks Rover				
15	"K" Barracks				
16	"L" Barracks				
17	"K" & "L" Barracks Rover				
18	"M" Barracks				
19	"N" Barracks				
20	"M" & "N" Barracks Rover				
21	Medical Security				
22	Medical Security Escort				
23	Medical Security Ward				
24	Platform (Camp)				
25	Rover/Relief/Patrol/PAT				
26	Library				
27	Library				
28	Kitchen/ Patrol				
29	Kitchen/ Patrol				
30	Segregation Desk Officer				
31	Segregation				
32	Main Entrance				
33	Main Entrance				
34	Camp Detail Officer				
35	Tower Security (Back)				
36	Recreation Security				
37	Recreation Security				
38	Recreation Security				
39	MICE Designated Assignment				
40	MICE Designated Assignment				
41	MICE Designated Assignment				
42	MICE Designated Assignment				
43	MICE Designated Assignment				
44	MICE Designated Assignment				
45	Laundry				
	Laundry				
	<b>WEEKLY &amp; ANNUAL TOTALS</b>				

b4

<p><b>*THE PROJECT MANAGER IS NOT BILLABLE UNDER CONTRACT LINE ITEM NUMBERS (CLIN). THE POSITION IS REQUIRED AND MUST BE AVAILABLE; HOWEVER, IT IS CONSIDERED TO BE PART OF OVERHEAD.</b></p>	
<p><b>*ICE DESIGNATED ASSIGNMENT POSITIONS ARE TO BE UTILIZED AT THE DISCRETION OF THE OFFICER IN CHARGE (OIC) OR DESIGNEE. THESE ARE POST POSITIONS THAT MUST BE MANNED AND THEREFORE NOT BE UTILIZED AS RELIEF FOR OTHER POST POSITIONS.</b></p>	
<p><b>NOTES: EXPLANATION OF COLUMN TITLES</b></p>	
<p><b>CUSTODY OFFICER (S) POST POSITIONS: THE CURRENT POST POSITIONS QUANTITY MAY FLUCTUATE AND LOCATIONS MAY CHANGE DEPENDING UPON AGENCY REQUIREMENTS.</b></p>	
<p>1 SHIFT EQUALS DAY SHIFT 2 SHIFTS EQUALS DAY AND SWING SHIFTS 3 SHIFTS EQUALS DAY, SWING AND GRAVEYARD SHIFTS</p>	
<p><b>MEDICAL POSTPOSITIONS:</b></p>	
<p>DAY SHIFT: 6:00 A.M. - 2:00 P.M. AFTERNOON SHIFT: 2:00 P.M. - 10:00 P.M.</p>	
<p><b>CAMP DETAIL:</b></p>	
<p>DAY SHIFT: 6:00 A.M. - 2:00 P.M. AFTERNOON SHIFT: 2:00 P.M. - 10:00 P.M.</p>	
<p><b>ICE UNDESIGNATED OFFICER POSITIONS:</b></p>	
<p>DAY SHIFT: 6:00 A.M. - 2:00 P.M.</p>	
<p><b>ALL OTHER POSTPOSITIONS:</b></p>	
<p>DAY SHIFT: 7:00 A.M. - 3:00 P.M. SWING SHIFT: 3:00 P.M. - 11:00 P.M. GRAVEYARD SHIFT: 11:00 P.M. - 7:00 A.M.</p>	
<p><b>DAYS PER WEEK = NUMBER OF DAYS PER WEEK SERVICE</b></p>	
<p><b>MAN HOURS PER WEEK = NUMBER OF SHIFTS TIMES EIGHT (8) MAN HOURS PER DAY TIMES THE NUMBER OF DAYS PER WEEK</b></p>	
<p><b>ESTIMATED MAN HOURS PER YEAR = MAN HOURS PER WEEK TIMES 52 WEEKS. 52 WEEKS ARE USED FOR ESTIMATE PURPOSES ONLY BECAUSE YEARS HAVE EITHER 365 OR 366 DAYS. THESE AMOUNTS ARE ESTIMATES ONLY.</b></p>	
<p><b>NOTES: ICE PAYS FOR ACTUAL HOURS WORKED (8 HOURS PER SHIFT) AT THE ALL INCLUSIVE RATE LISTED IN SCHEDULE B BUT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INCLUDE LUNCH PERIODS, BREAKS, TRAINING HOURS, RELIEF AND ANY OTHER COSTS INTO THE MAN HOUR RATE.</b></p>	

LOCAL ADDENDUM 1 EL CENTRO  
July 20, 2004


It is the agreement between Security Police Fire Professionals of America (SPFPA) Local #165 and AKAL Security engaging collectively and in good faith. The parties agree that this agreement consisting of the six (6) INS designated assignments coming in early at the hours of 0600 through 1400 hours for the mentioned assignments. The following assignments will not acquire shift differential of 6% for that one-hour. This local Agreement does not replace nor amend the collective bargaining agreement under Article (8) Section 8.5 on shift differential.

Should the parties mutually agree to request modification, of this agreement through the government, either party must give thirty-(30) days notice to the other party. In witness thereof, the duly chosen representatives of the parties herein affirm that they have the authority to enter into this Local Agreement at the El Centro California ICE Detention Center on behalf of themselves and their principles, and here to affix their hand and seal.

Executed this

July 20, 2004

  
Local President,

  
Local Chief Stewart,

  
Captain Juakin Reclosado

  
Maj. Mike Francis



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. M008	3. EFF. DATE 01/01/2004	4. REQUISITION/PURCHASE REQ. NO. FOW-04-0014	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE		
Immigration & Customs Enforcement Office of Procurement Laguna ATTN: Linda Holder (949)360-3180 P.O. BOX 30080 Laguna Niguel CA 92607-0080		Immigration & Customs Enforcement Office of Procurement Laguna ATTN: Linda Holder (949)360-3180 P.O. BOX 30080 Laguna Niguel CA 92607-0080		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)		9A. AMENDMENT OF SOLICITATION NO.		
BNIC/AKAI SECURITY INC ATTN: DAYA S. KHALSA-MARC STEMP P.O. BOX 1197  SANTA CRUZ NM 87567		9B. DATED (SEE ITEM 11)		
CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. X ACL-2-C-0003 / ---		
FACILITY CODE		10B. DATED (SEE ITEM 13) 5/09/2002		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

NET CHANGES: \$0.00

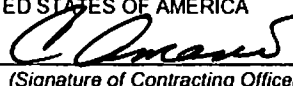
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral - FAR 52.222-43

E. IMPORTANT: Contractor  is not  is required to sign this document and return 2 copies to issuing office.

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

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) Carol Amano	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 9/27/04
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Vendor  Official  Requestor  
 Receiving  G104 Oblig.  Other

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

PAGE 2

MODIFICATION M008

CONTRACT: ACL-2-C-0003

DETENTION SERVICES FOR EL CENTRO SERVICE PROCESSING CENTER

The purpose of this modification is to incorporate an equitable wage adjustment for the revised wage determination stated in Modification P005 in accordance with FAR 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.*). The adjustment period is retroactive to the start of the First Option Period, January 1, 2004 through December 31, 2004.

The Contractor shall submit one invoice to cover the equitable adjustment for the period January 1, 2004 through September 30, 2004, marked as a supplemental invoice, with a breakdown by month. The revised man-hour rate shall be invoiced monthly beginning October 1, 2004.

In consideration of the this modification herein agreed to as a complete equitable adjustment for incorporation of the wage determination, the contractor hereby releases and agrees to hold the Government harmless for claims given rise from this modification.

Change First Option Period from \$9,919,203.84 to \$11,803,995.84.

Change Second Option Period from \$9,943,693.76 to \$11,828,485.76.

Change Third Option Period from \$9,971,153.92 to \$11,855,945.92.

Change Fourth Option Period from \$9,995,643.84 to \$11,880,435.32.

**REVISED SCHEDULE B PRICING IS LISTED BELOW:**

**REVISED FIRST OPTION PERIOD**

CLIN NUMBER	DESCRIPTION	TOTAL INCREASE	NEW MAN-HOUR RATE	ESTIMATED YEARLY MAN-HOURS	REVISED YEARLY TOTAL
CLIN 1001	Custody Officers	\$ [REDACTED]	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
		b4	b4	b4	b4
CLIN 1002	Supervisory Custody Officers	\$ [REDACTED]	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
			<b>Total</b>		<b>\$11,803,995.84</b>

PAGE 3  
 MODIFICATION M008  
 CONTRACT: ACL-2-C-0003  
 DETENTION SERVICES FOR EL CENTRO SERVICE PROCESSING CENTER

REVISED SECOND OPTION PERIOD

CLIN NUMBER	DESCRIPTION	TOTAL INCREASE	NEW MAN-HOUR RATE	ESTIMATED YEARLY MAN-HOURS	REVISED YEARLY TOTAL
CLIN 2001	Custody Officers	\$			
CLIN 2002	Supervisory Custody Officers	\$			
				<b>Total</b>	<b>\$11,828,485.76</b>

REVISED THIRD OPTION PERIOD

CLIN NUMBER	DESCRIPTION	TOTAL INCREASE	NEW MAN-HOUR RATE	ESTIMATED YEARLY MAN-HOURS	REVISED YEARLY TOTAL
CLIN 3001	Custody Officers	\$			
CLIN 3002	Supervisory Custody Officers	\$			
				<b>Total</b>	<b>\$11,855,945.92</b>

REVISED FOURTH OPTION PERIOD

CLIN NUMBER	DESCRIPTION	TOTAL INCREASE	NEW MAN-HOUR RATE	ESTIMATED YEARLY MAN-HOURS	REVISED YEARLY TOTAL
CLIN 0001	Custody Officers	\$			
CLIN 0002	Supervisory Custody Officers	\$			
				<b>Total</b>	<b>\$11,880,435.84</b>

The new contract value for the base and four option periods is changed from \$49,821,000.32 to \$57,360,168.32.

There are no other changes to the contract.

2. AMENDMENT/MODIFICATION NO. P00009	3 EFFECTIVE DATE 01/01/2005	4. REQUISITION/PURCHASE REQ.NO.	5. PROJECT NO. (If applicable)
---	--------------------------------	---------------------------------	--------------------------------

6. ISSUED BY CODE ICELAG	7. ADMINISTERED BY (If other than Item 6) CODE PRO-LAGUNA
--------------------------------	---

Immigration and Customs Enforcement Office of Procurement-Laguna PO Box 30080 Laguna Niguel CA 92607	Immigration & Customs Enforcement Office of Procurement-Laguna P.O. Box 30080 Laguna Niguel CA 92607
---	---

8. NAME AND ADDRESS OF CONTRACTOR (No street, county, State and ZIP Code)	9A. AMENDMENT OF SOLICITATION NO.
---	-----------------------------------

BNCAKAL SECURITY INC PO BOX 1197 SANTA CRUZ NM 875671197	(x) _____ 9B. DATED (SEE ITEM 11)
--	--------------------------------------

CODE 0177118880      FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO ACL2C0003
------------------------------------	---

CODE 0177118880      FACILITY CODE	10B. DATED (SEE ITEM 13) 05/09/2002
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**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended

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

12. ACCOUNTING AND APPROPRIATION DATA (If required.)  
 N/A - Cited on task orders issued

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

- |     |   |
|-----|---|
| (x) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A  |
|     | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
|     | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:  |
| X   | D. OTHER (Specify type of modification and authority)<br>UNILATERAL FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT  |

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

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

Tax ID Number: 850279473  
 DUNS Number: 017711888

This modification is issued to exercise the second option and change the contracting officer in section G.

Exercise the second option for the period of performance of January 1, 2005 through December 31, 2005 under the authority of FAR 52.217-9, Option to Extend the Term of the Contract. A revised wage determination with Collective Bargaining Agreement has been requested from the Department of Labor. Upon receipt of the revised wage determination, a modification will be issued to incorporate it into the contract.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Carol Amano
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	(Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 12/1/04

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACL2C0003/P00009

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
BNCIAKAL SECURITY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Change Section G, Contract Administration Data, G-1, Page G-2, Replace Page G-2 with revised Page G-2.</p> <p>Refer to attached Revised Schedule B, Second Option Period</p> <p>This modification has increased the contract amount by \$11,828,485.76 from \$21,795,300.80 to \$33,623,786.56.</p>				

**REVISED SECOND OPTION PERIOD**

CLIN NUMBER	DESCRIPTION	TOTAL INCREASE	NEW MAN-HOUR RATE	ESTIMATED YEARLY MAN-HOURS	REVISED YEARLY TOTAL
CLIN 2001	Custody Officers	[REDACTED]			[REDACTED]
CLIN 2002	Supervisory Custody Officers				
				<b>Total</b>	<b>\$11,828,485.76</b>

**REVISED THIRD OPTION PERIOD**

CLIN NUMBER	DESCRIPTION	TOTAL INCREASE	NEW MAN-HOUR RATE	ESTIMATED YEARLY MAN-HOURS	REVISED YEARLY TOTAL
CLIN 3001	Custody Officers	[REDACTED]			[REDACTED]
CLIN 3002	Supervisory Custody Officers				
				<b>Total</b>	<b>\$11,855,945.92</b>

**REVISED FOURTH OPTION PERIOD**

CLIN NUMBER	DESCRIPTION	TOTAL INCREASE	NEW MAN-HOUR RATE	ESTIMATED YEARLY MAN-HOURS	REVISED YEARLY TOTAL
CLIN 0001	Custody Officers	[REDACTED]			[REDACTED]
CLIN 0002	Supervisory Custody Officers				
				<b>Total</b>	<b>\$11,880,435.84</b>

## SECTION G - CONTRACT ADMINISTRATION DATA

### G-1 CONTRACT ADMINISTRATION

#### 1. Contracting Officer (CO):

Carol Amano, Contracting Officer  
Immigration and Customs Enforcement  
Office of Procurement, Laguna  
P.O. Box 30080 – Room 5020  
Laguna Niquel, CA 92607-0080  
E-mail: [REDACTED]@dhs.gov  
Telephone: (949) [REDACTED]

#### 2. Contract Administrator:

Linda Holder, Contract Specialist  
Immigration and Customs Enforcement  
Office of Procurement, Laguna  
P.O. Box 30080 – Room 5020  
Laguna Niquel, CA 92607-0080  
E-mail: [REDACTED]@dhs.gov  
Telephone: (949) [REDACTED]

Written communications shall make reference to the contract number and shall be mailed to the applicable address above. Instructions for hand-carried depository or next-day mail companies are found at L-13, page L-7.

### G-2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- A. The Contracting Officer's Technical Representatives (COTRS) below are designated to coordinate the technical aspects of this contract and inspect items/services furnished hereunder; however, they shall not be authorized to change any terms and conditions of the resultant contract, including price.
- B. The COTR is authorized to certify (but not to reject or deny) invoices for payment in accordance with Item G-3. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE 01/01/2005	4. REQUISITION/PURCHASE REQ.NO. FOW	5. PROJECT NO. (If applicable)
6. ISSUED BY Immigration and Customs Enforcement Office of Procurement-Laguna PO Box 30080 Attn: Linda Holder Laguna Niguel CA 92607	CODE ICELAG	7. ADMINISTERED BY (If other than Item 6) Immigration & Customs Enforcement Office of Procurement-Laguna P.O. Box 30080 Attn: Linda Holder Laguna Niguel CA 92607	CODE PRO-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AKAL SECURITY INC PO BOX 1197 SANTA CRUZ NM 875671197		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0177118880000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0003	10B. DATED (SEE ITEM 13) 11/23/2004

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

(e)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral - FAR.52222-41 and FAR 52.222-43

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

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

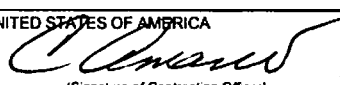
Tax ID Number: 850279473

DUNS Number: 017711888

The purpose of this modification is to incorporate the new Department of Labor Wage Determination into the contract effective with Option Year Two and to change the Contracting Officer's Technical Representatives (COTRs).

In accordance with FAR 52.222-41, Service Contract Act of 1965, as Amended, this modification incorporates Department of Labor Wage Determination No. 1994-0446, Rev.11, dated 02/03/2005, for the Collective Bargaining Agreement between Akal Security, Incorporated and the Security, Police and Fire Professionals of America Amalgamated Local #165 effective October 31, 2003 through December 30, 2006 and supersedes any and all prior 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) Carol Amano	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 3/10/05

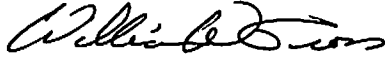


NAME OF OFFEROR OR CONTRACTOR  
AKAL SECURITY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>agreements or understandings between the parties (Attachment 1, 27 pages).</p> <p>In accordance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts), the Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the Contracting Officer may reasonably require.</p> <p>Replace Page G-3 with the Revised Page G-3, to add James Haley as the Lead COTR and Jose Pena as the Alternate COTR (Attachment 2, 1 page).</p>				

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

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



William W. Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 1994-0446  
Revision No.: 11  
Date of Last Revision: 02/03/2005

State: California

Area: California County of Imperial

Employed on U.S. Department of Homeland Security contract for detention services for El Centro Service Processing Center.

Collective Bargaining Agreement between Akal Security, Incorporated and Security, Police, and Fire Professionals of America (SPFPA), Local #165 effective October 31, 2003 through December 30, 2006 and amended on October 31, 2004.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

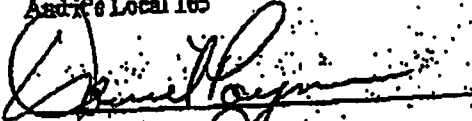
**AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
AKAL SECURITY, INC.  
AND THE  
INTERNATIONAL UNION, SPECIAL POLICE AND FIRE PROFESSIONALS  
OF AMERICA, LOCAL 165**

This Amendment to the Collective Bargaining Agreement between Akal Security, Inc. ("Company") and the International Union, Special Police and Fire Professionals of America, Local 165 ("Union") is entered into this 1<sup>st</sup> day of October, 2004, as an amendment to the Collective Bargaining Agreement between Akal Security, Inc. and International Union, Special Police and Fire Professionals of America, Local 165 in effect from October 31, 2004 till December 30, 2006.

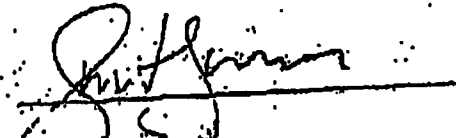
Beginning January 1, 2005, the Health and Welfare Allowance will be \$340.

All other provisions, terms and conditions of the Agreement, except as provided herein, shall continue in full force and effect unless otherwise mutually agreed upon.

International Union, SPPFA  
And its Local 165

  
Title: D.P. Reason  
Date: 10/28/04

AKAL SECURITY, INC.

  
Title: Director, HR  
Date: 10/28/04

Collective Bargaining Agreement

Between

AKAL SECURITY, INCORPORATED

and the

SECURITY, POLICE, AND FIRE PROFESSIONALS OF AMERICA

Amalgamated Local #165

PREAMBLE

THIS AGREEMENT is made and entered by and between AKAL SECURITY, INCORPORATED, a New Mexico corporation, hereinafter referred to as the "Employer" or "Company," and Security, Police, and Fire Professionals of America (SPFPA), on behalf of its Local # 165, hereinafter referred to as the "Union".

## ARTICLE 1

### GENERAL PROVISIONS

#### SECTION 1.1 BARGAINING UNIT

This agreement is entered between Akal Security, Inc., and SPFPA, Local # 165 (hereinafter referred to as the Union). The Company recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining as defined in the National Labor Relations Act.

The unit is defined as all full-time and part time position Custody Officer and Lead Custody Officers employed by the Company at the INS Service Processing Center, El Centro, California, excluding all other employees including office clerical employees and professional employees as defined in the National Labor Relations Act.

This agreement shall be binding upon both parties, their successors and assigns. In the event of a sale or transfer of the business of the employer, or any part thereof, the purchaser or transferee shall be bound by this agreement.

#### SECTION 1.2 NEGOTIATING COMMITTEE

The Company agrees to recognize a Negotiating Committee composed of up to four members and one alternate selected by the Union to represent the Employees in collective bargaining negotiations.

#### SECTION 1.3 STEWARD SYSTEM

- A. The Company agrees to recognize a steward system.
- B. The Union agrees that the stewards will work at their regular jobs at all times except when they are relieved to attend to the business of the Grievance Procedure as outlined in this Agreement. Aggrieved employees will be paid their regular rate of pay in the conduct of Company Union business during scheduled working hours.
- C. If the Employee requests, the Company will call for a steward prior to any disciplinary action taken, whether it be written or verbal. The supervisor will release the steward as soon as possible. The Union Steward will be paid for time spent in the regard, upon receiving Supervisor approval of relief from duty.

#### SECTION 1.4 MANAGERS AND SALARIED PERSONNEL

Managerial and salaried Employees shall not perform the duties of the Employees in the bargaining unit, except in an emergency.

## SECTION 1.5 CLASSIFICATIONS

- A. Full-time Employees are those Employees who are scheduled to work forty (40) hours per week and regularly work thirty-two (32) hours or more a week.
- B. Part-time Employees are those Employees who are scheduled to regularly work less than thirty-two (32) per week.
- C. Employees covered by this agreement shall not be required to deliver office supplies, furniture, equipment, or distribution that does not pertain to normally assigned duties.
- D. Employees covered by this Agreement shall not be required to perform janitorial service other than to clean up or pick up after themselves.

## SECTION 1.6 UNION SECURITY

- A. An Employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement, to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the Union.
- B. An Employee who is not a member of this Union at the time that this Agreement becomes effective shall, within ten (10) days after the 30th day following the effective date of this Agreement or date of hire either:
  - 1. Become a member of the Union and remain a member.
  - 2. Pay the Union a service fee. The amount of this service fee shall be equal to that paid by regular Union members to include regular and usual initiation fees. The service fee will not include any assessments, special or otherwise. Such payments shall commence on the 30th day after the date of hire.
    - a) Employees who are members of, and adhere to the established and traditional tenets of a bona-fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall, instead of the above, be allowed to make payments in amounts equal to the agency fee required above, to a tax-exempt organization (under Section 501(c)(3) of the IRS Code). The Union shall have the right to charge any Employee exercising this option, the reasonable cost of using the arbitration procedure of this Agreement on the Employee's individual behalf. Further, any Employee who exercises this option shall twice a year submit to the Union proof that the charitable contributions have been made.
- C. 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. If there is a legal challenge to any provision of this

Article, the Employer may suspend its obligations under this Article for the duration of the dispute after conferring on the matter with the Union.

- D. The Union, including its International, agrees to save and hold the Employer harmless from any and all claims on account of any matter relating to the terms of this Article, including, but not limited to, any claims by any Employee(s) and compliance with the law.

#### **SECTION 1.7 DUES CHECKOFF**

- A. The Company agrees to deduct dues as designated by the Union on a monthly basis from the paycheck of each member of the Union. These deductions will be made only upon written authorization from the Employee on a form provided by the Union. It is understood that such deductions will be made only so long as the Company may legally do so. The Company will be advised in writing, by the Union, as to the dollar amount of the Union membership dues.
- B. The Company will remit all such deductions to the Financial Secretary/Treasurer within five (5) business days from the date that the deduction was made, via direct deposit, if possible. All costs related to direct deposit will be borne by the Union. The Union agrees to furnish the Company with the current routing number for direct deposit. The Company shall furnish the Financial Secretary/Treasurer with a deduction list, setting forth the name, address, date of hire and amount of dues, within seven (7) business days of each remittance. The Union agrees to hold the Company harmless from any action or actions growing out of these deductions initiated by an Employee against the Company, and assumes full responsibility of the dispositions of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

#### **SECTION 1.8 INTENT OF PARTIES**

The Union and the Company agree to work sincerely and wholeheartedly to the end that the provisions of this Agreement will be applied and interpreted fairly, conscientiously, and in the best interest of efficient security operations. The Union and the Company agree to use their best efforts to cause the Bargaining Unit Employees, individually and collectively, to perform and render loyal and efficient work and services on behalf of the Company. Neither the Company, nor the Union, nor their representatives, nor their members will intimidate, coerce, or discriminate in any manner against any person in its employ by reason of his/her membership and activity or non-membership or non-activity in the Union.

It is expressly understood and agreed the services to be performed by the Employees covered by this Agreement pertain to and essential to the operation of the INS Detention Center Service Processing Center. Both the Company and the Union recognize their paramount goal is to maintain safety of the operations of the INS Detention Center.



## **SECTION 1.9 ANTI-DISCRIMINATION**

Neither the Company nor the Union will discriminate against any Employee because of race, color, religion, sex, age, national origin, Vietnam Era Veterans status, disability or other protected reason. The Employer will treat Employees with dignity and respect at all times. Employees will also treat each other as well as the employer with dignity and respect. The Company and the Union recognize that the objective of providing equal employment opportunities for all people is consistent with Company and Union philosophy, and the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

## **ARTICLE 2**

### **SENIORITY**

#### **SECTION 2.1 SENIORITY DEFINED**

- A. Union seniority shall be the length of continuous service from the Employee's last date of hire as CO for the Employer, past or present and/or any predecessor Employer. Seniority shall not accrue until the Employee has successfully completed the probationary period. Seniority shall be applicable in determining the order of layoff and recall, shift bidding, vacation schedules, extra work, transfers, and other matters as provided for in this Agreement.
- B. For the purposes of shift bidding, vacation schedules, transfers, days off and extra work, union seniority shall be defined as seniority within the work site.
- C. Any Employee permanently transferred out of the designated Local Bargaining Unit for any reason shall lose their Union seniority as it applies to the order of layoff and recall, shift bidding, vacation schedules, extra work, and other matters as provided for in this Agreement.
- D. Part-time Employees will have seniority only among other part-time Employees. Any part-time Employee who becomes full-time Employee will be placed on the seniority list for full-time Employees in accordance with the date they become a full-time Employee or once they have completed the equivalent of the ninety (90) day probationary period.
- E. Employees who make Company approved transfers will maintain Company security based on original hire date after the approved transfer.

#### **SECTION 2.2 SENIORITY LISTS**

The Company will provide a list to the Local twice a year on demand of the Union. The data will include name, location, classification, rate of pay, and last Entry on Duty date. The Union

will verify seniority and provide a copy of the confirmed seniority list to the Company within 14 days of receipt

### **SECTION 2.3 PERSONAL DATA**

Employees shall notify the Employer in writing, on the company provided form, of their proper mailing address and telephone number or of any change of name, address, or telephone number. The Company shall be entitled to rely upon the last known address in the Employer's official records.

### **SECTION 2.4 TRANSFER OUT OF UNIT**

Any Bargaining Unit Employee who is permanently promoted to a non-bargaining unit position for more than four (4) weeks shall have their Union seniority frozen. If they return to the bargaining unit at a later date their seniority will start again on that return date. Anyone performing in a non-bargaining unit position intermittently (for more than on consecutive shift) will have their seniority adjusted by the amount of time spent out of the unit.

### **SECTION 2.5 PROBATIONARY EMPLOYEES**

Probationary Employees will be considered probationary for a ninety (90) calendar day period after their hire date. The Union will still represent Probationary Employees for problems concerning wages, hours and working conditions, but the Company reserves the right to decide questions relating to transfers, suspensions, discipline, layoffs, or discharge of Probationary Employees without recourse to the grievance procedure contained in this Agreement.

Probationary Employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The Probationary period can be extended by mutual agreement between the Company and the Union.

### **SECTION 2.6 TERMINATION OF SENIORITY**

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;
- C. a settlement with the Employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
- D. the Employee is laid off for a continuous period of one year or 365 calendar days;
- E. the U.S. Government revokes the Employee's clearances;
- F. the Employee is permanently transferred out of the bargaining unit.

**ARTICLE 3**  
**JOB OPPORTUNITIES**

**SECTION 3.1 FILLING VACANCIES**

If a vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of five (5) working days (excluding Saturdays, Sundays and holidays). The Project Manager or designee will notify the Union President in writing of such openings. The Union President will then verify that all part time position CO's have been notified. When a vacancy occurs, the Employer will fill the position with the most senior Employee who has applied for the position in writing, who has been trained (if required) to fill any necessary special qualifications for the new position.

**SECTION 3.2 LAYOFF AND RECALL**

In the event of layoff or recall, when positions are being reduced, probationary Employees will be laid off first. Should it be necessary to further reduce the work force, Employees will be retained on the basis of seniority. Recall of Employees will be accomplished by recalling the last laid off Employee first, and so on.

**SECTION 3.3 APPOINTMENT OF SUPERVISORY STAFF**

The U.S. Government in its contract with the Company creates specific guidelines for the job duties and qualifications of Supervisors. Based on these guidelines, all appointments will be made on the basis of suitability as evaluated by the Company. Suitability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operation. If, in the Employer's determination, Employees are equally qualified, seniority will prevail.

**ARTICLE 4**  
**MANAGEMENT'S RETAINED RIGHTS**

**SECTION 4.1**

Management of the business and direction of the security force are exclusively the right of management. These rights include the right to:

1. Hire;
2. Assign work and schedule;
3. Promote, Demote;
4. Discharge, discipline, or suspend based on Article 6;
5. Determine the size of the workforce, including the number, if any, of employees assigned to any particular shift.

6. Make and enforce work rules not inconsistent with the provisions of this agreement;
7. Require Employees to observe reasonable Employer rules and regulations;
8. Determine when overtime shall be worked;
9. Determine the qualifications of an Employee to perform work.

#### **SECTION 4.2**

Any of the rights, power or authority the Company had prior to the signing of this Agreement are retained by the Company, except those specifically abridged or modified by this Agreement and any supplemental Agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

### **ARTICLE 5**

#### **GRIEVANCE PROCEDURE**

##### **SECTION 5.1 INTENT**

For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, or the challenge of any disciplinary action taken against a Union Employee, except that this grievance procedure shall not be used for any suspension or revocation of required DO clearances by the U.S. Government. In addition, the grievance procedures outlined herein shall not apply to any non-disciplinary situation where the company is acting under express directives of the U.S. Government.

##### **SECTION 5.2 GENERAL PROVISIONS**

- A. The number of days outlined in Section 5.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance. The term "days" shall not include Saturdays, Sundays or holidays when used in this Article.
- B. Should either the Company, the Union, or the aggrieved employee fail to comply with the time limits as set forth in this Article, the party who failed to comply with the time limits shall forfeit the grievance.
- C. Time limits set forth herein may be extended only by mutual agreement of the Union and Company.

##### **SECTION 5.3 GRIEVANCE PROCEDURE**

All grievances shall be presented and processed in accordance with the following procedures:

- A. **Informal Step** - The parties shall make their best efforts to resolve any dispute on an informal basis. Both the Company and the Union agree that the Employee will first discuss the complaint with their immediate supervisor (not in the bargaining unit), within five (5) working days of the incident being grieved, to start the informal

procedure. If the informal procedure is not invoked within five working days of Employee's knowledge of a grievable issue, then it is agreed by both parties that no further action can be taken. If the complaint is not satisfactorily adjusted within three (3) working days of the inception of the informal discussion, it may be submitted in writing to the Project Manager or designee in accordance with Step One.

**B. Step One** - If the matter is not resolved informally, the Employee shall, not later than ten (10) days after the informal discussion with the immediate supervisor, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee and the union representative, and shall be submitted to the Project Manager or designee with a copy to the Company's HR Director. The Project Manager or designee shall have ten (10) days from the date the grievance was received by the Project Manager or designee to return a decision in writing with a copy to the aggrieved Employee and the union representative.

**C. Step Two** - If the grievance is not settled in Step One, the grievance may be appealed in writing to the Company's Director of Human Resources or designee not later than ten (10) days from the denial by the Project Manager or designee. The Director of Human Resources or designee will have twenty (20) days from the date the grievance was received to return a decision, in writing, with a copy to the aggrieved Employee and the union representative.

**D. Grievance for Discipline** - Any grievance involving discharge or other discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the Project Manager through the Site Supervisor or designee within ten (10) days after the occurrence of the facts giving rise to the Grievance.

## **SECTION 5.4 ARBITRATION PROCEDURE**

Grievances processed in accordance with the requirements of Section 5.3 that remain unsettled may be processed to arbitration by the Union, giving the Company's Director of Human Resources written notice of its desire to proceed to arbitration not later than fifteen (15) days after rejection of the grievance in Step Two. Grievances which have been processed in accordance with the requirements of Section 5.3 which remain unsettled shall be processed in accordance with the following procedures and limitations:

**A. Selection of an Arbitrator** - Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Company and the Union will meet telephonically to jointly attempt to agree upon the selection of a neutral arbitrator. If, within fifteen (15) days, the parties fail to agree upon the selection of an arbitrator, the Union will request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by the FMCS by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance.

**B. Decision of the Arbitrator** - The arbitrator shall commence the hearing at the earliest possible date. The decision of the arbitrator shall be final and binding upon the parties to the Agreement. Any decision shall be complied with, without undue delay after the decision is rendered. It is understood and agreed between the parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

**C. Arbitration Expense** - The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Union. Each party to the arbitration will be responsible for its own expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.

## **SECTION 5.5 CLASS ACTION**

The Union shall have the right to file a group grievance (class action) or grievances involving more than one (1) Employee at the Informal Step of the grievance procedure.

## **SECTION 5.6 INDIVIDUAL GRIEVANCES**

No individual may move a grievance to arbitration.

## **ARTICLE 6**

### **DISCIPLINE**

#### **SECTION 6.1 GROUNDS FOR DISCIPLINE AND DISMISSAL**

After completion of the probationary period, as specified in Section 2.5, no Employee shall be disciplined, dismissed or suspended without just cause. Just cause shall include any suspension or revocation of clearance by ICE. The "final decision" on the employee's removal shall be determined by the Government, and the Employer shall be held harmless by the Union and the employee for any further claims made after this final determination. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties.

The Company's contract with the U.S. Government sets out performance standards and contract requirements for the CO's and all employees are required to comply with these standards. Failure to do so may lead to disciplinary action. Employees agree to comply with any non-disciplinary directive issued by the US Government.

The Company may discipline Employees when necessary and discharge those who fail to uphold U.S. Government or Company standards as described above. It is recognized by parties to this Agreement that progressive discipline generally shall be applied in dealing with Employees. However, it is also recognized that offenses may occur for which progressive discipline is not

applicable (e.g. fraud, gross misconduct, theft, etc.). Disciplinary measures vary depending on the seriousness of the matter and the past record of the Employee. Failure to comply with any investigation procedures will result in discipline up to and including termination.

## **ARTICLE 7**

### **HOURS OF WORK AND OVERTIME**

#### **SECTION 7.1 WORKDAY AND WORKWEEK**

For the purposes of this Article, a regular workweek of forty (40) hours of work shall constitute a normal full-time workweek for full-time Employees. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the U.S. Government. Nothing contained herein shall guarantee to any Employee any number of hours of work per day or week.

#### **SECTION 7.2 OVERTIME**

An overtime rate of time and one-half (1 1/2) of an Employee's base rate of pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a work week.

#### **SECTION 7.3 OVERTIME REQUIREMENT**

If directed to work overtime (i.e. over forty [40] hours in a workweek) or extra hours, and the seniority system is not invoked due to shortness of notice to the Company, the Employee shall be required to do the work, unless the Employee is excused by the Company for good cause.

#### **SECTION 7.4 OVERTIME DISTRIBUTION**

Bargaining Unit employees will be expected to work overtime assignments. A list of volunteers shall be compiled by seniority for each shift. When the senior volunteer works overtime his name will go to the bottom of the list.

When a employee is next on the list, and cannot work because of personal reasons, he/she will be passed over and the next Bargaining unit employee on the list will work overtime and the employee who turned down the over time will be next in turn for overtime.

Mandatory overtime will be inverse to voluntary, in that the employee with the least seniority will be required to meet the overtime requirement. This includes involuntary call-in which results in overtime.

## ARTICLE 8

### WORK SHIFTS AND PAYMENT POLICIES

#### SECTION 8.1 SHIFT BIDDING, HOURS OF WORK, & SENIORITY

Upon ratification of this agreement, the Company and the Union agree to meet within 60 days to design a mutually acceptable method for shift bidding and days off.

#### SECTION 8.2 WAGE SCHEDULE

The base rate of pay for Custody Officers covered by this agreement in all locations are described in below:

##### Current

Custody Officer	18.05 per hour
Health and Welfare allowance	3.05 per regular hr worked
Pension	1.22 per regular hr worked
Uniform Allowance	0.42 per regular hr worked

##### as of January 1, 2004

Custody Officer	22.34 per hour
Health and Welfare allowance	3.05 per regular hr worked
Pension	1.22 per regular hr worked
Uniform Allowance	0.42 per regular hr worked

##### as of January 1, 2005

Custody Officer	23.00 per hour worked
Health and Welfare allowance	** per regular hr worked
Pension	1.22 per regular hr worked
Uniform Allowance	0.42 per regular hr worked

##### as of January 1, 2006

Custody Officer	23.70 per hour
Health and Welfare allowance	** per regular hr worked
Pension	1.22 per regular hr worked
Uniform Allowance	0.42 per regular hr worked

\*\* The parties agree that either party may reopen negotiations for amendments to Health & Welfare Allowance at any time after September 1 and before October 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporated into the terms of this agreement. If the parties fail to reach



agreement, the dispute shall be submitted to arbitration in accordance with Article 5 of this agreement. All provisions of this Agreement, including, but not limited to, Article 16, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this agreement.

### **SECTION 8.3 PAYDAY**

Payday for all hourly Employees will be no later than 11 a.m. on Friday following the two (2) week pay period ending on Saturday, subject to change by mutual agreement. Should direct deposit become available, the company will make this option available to all employees.

### **SECTION 8.4 UNDISPUTED ERROR**

In case of an undisputed error on the part of the company as to an Employee's rate of pay, proper adjustment will be made in the next paycheck after the error has been brought in written form to the Company's attention. Any error, involving eight (8) hours of pay or more, will be corrected and paid within three (3) working days.

### **SECTION 8.5 SHIFT DIFFERENTIAL**

Employees working between the hours of 1500 and 2300 or any part there of will be paid a shift differential of 4%. Those employees working between the hours of 2300 and 0700 or any part there of will be paid a shift differential of 6%.

## **ARTICLE 9**

### **HOLIDAYS**

#### **SECTION 9.1 HOLIDAYS DEFINED**

Whenever the term "holiday" is used, it shall mean:

New Years Day	Independence Day
Veterans Day	Columbus Day
Christmas Day	Labor Day
Thanksgiving Day	Martin Luther King Birthday
Memorial Day	Presidents Day
Birthday	Good Friday

#### **SECTION 9.2 MISCELLANEOUS HOLIDAY PROVISIONS**

- A. A full-time position Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift premium for that holiday.
- B. Any full-time position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay times 1 and half for all hours worked, and in addition, shall receive eight (8) hrs holiday pay at the regular rate as described in (A) above.

- C. Any part time position Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay times for all hours worked, and in addition shall receive prorated holiday pay based on the number of actual hours the Employee worked in the two (2) week pay period prior to the holiday.
- D. In the event that the Holiday falls on a weekend, the term "holiday" will refer to the day that the U.S. Government designates as the Holiday.
- E. Any employee who is requested and agrees to work on any of the above named holidays but fails to report to work for such holiday shall not receive holiday pay, and shall be subject to discipline. Employees must work the scheduled day before and the scheduled day after to receive holiday pay.

## **ARTICLE 10**

### **VACATIONS**

#### **SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES**

Eligibility for vacation benefits shall be based on Department of Labor (DOL) rules under Service Contract Act. Eligible full-time Employees shall be entitled to annual vacation based on their continuous years of service with the Employer (based on the Employee's anniversary date of employment) at their individual hourly rate of pay at the time payment is made in accordance with the following schedule:

- Upon completion of one (1) year of service: eighty (80) hours
- Upon completion of five (5) years of service: one-hundred and twenty (120) hours
- Upon completion of ten (10) years of service: one-hundred and sixty (160) hours
- Upon completion of fifteen (15) years of service: two-hundred (200) hours

#### **SECTION 10.2 ELIGIBLE PART TIME POSITION EMPLOYEES**

Part-time Employees are eligible for vacation benefits on a prorated basis, based on 2080 hours and defined by the maximums allowed in the contract. All paid hours during the preceding year will be used to figure the employee's work hours.

#### **SECTION 10.3 SCHEDULING VACATIONS**

Vacations, insofar as is reasonably possible, shall be granted at the times most desired by the Employee, after the Employee's anniversary date. Employees who cash out vacation time are not entitled to participate in the vacation selection process, nor take vacation during the year unless approved under the guidelines for LWOP as outlined in Article 11.

Employee will pick vacation by full time seniority with thirty (30) days to pick between November 1 and November 30 of each year. The Employee shall be ready to pick when asked. If not ready, the employee will be passed over and pick what is available when ready. Once the employee has picked his/her vacation by seniority the company will post a list of vacation schedules no later than January 01 of each year. Once posted, management cannot make any changes except as needed to maintain continuity of operations of the SPC. Employees will submit a written request based on available opening. This process is limited to vacation selections of 1 week increments.

All other vacation requests must be made in writing not less than 2 week prior to the proposed vacation dates. The Company will respond to these other requests with in 5 working days.

#### **SECTION 10.4 UNUSED VACATION**

Vacations shall not be cumulative from one year to the next. Any earned but unused vacation time remaining at the end of a year of service (based on Employee's anniversary date of employment) shall be paid to the Employee.

#### **SECTION 10.5 PAY IN LIEU OF VACATION LEAVE**

At any time during the year, Employees may request in writing to be paid for earned vacation, pay in lieu of taking actual vacation leave. Earned vacation pay will be paid in the next pay cycle.

#### **SECTION 10.6 TERMINATING EMPLOYEES**

Upon termination of employment, Employees will be paid at their individual hourly rate vacation time earned as of their last anniversary date, but not used, as entitled by the Service Contract Act. (Example: An Employee who terminates one month into the next anniversary year is entitled to any of the previous year's earned accrued vacation not already used, and not to the additional month accrued in the new anniversary period).

#### **SECTION 10.7 VACATION - LAID OFF EMPLOYEES**

Length of service with the Employer shall accrue for the purposes of vacation benefits while an Employee is on laid-off status for up to one (1) year. Employees will only be paid vacation benefits upon returning to work.

#### **SECTION 10.8 VACATION INCREMENTS**

Consistent with Employer approval, efficiency, and economy of operations, Employees with two (2) or more weeks of vacation may take their vacation in segments of less than one (1) week each. Vacation must be taken in one (1) day (8 hour) increments

## ARTICLE 11

### LEAVES OF ABSENCE

#### SECTION 11.1 LIMITATIONS

Personal leaves of absence for non-medical emergencies may be granted at the sole discretion of the Employer without loss of seniority to the Employee. Such leaves, if granted, are not to exceed 30 days, unless a special extension is approved by the Employer. An employee on any unpaid leave of absence will be required to use available vacation or personal leave time in full before beginning the unpaid leave. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over thirty (30) days. The Employer will make every reasonable effort to maintain an Employee's position while on a non-statutory unpaid leave of absence. Unpaid leaves of absence may be taken only with written approval of the Employer or in a case of verified personal emergency. Failure to report for scheduled shifts without Employer permission may face disciplinary action.

Any full-time employee who uses more than two (2) days of leave without pay (LWOP) per Government contract year for absences not covered by Family and Medical Leave Act of 1993 (FMLA), Worker's Compensation, or whose absence is not a company approved accommodation and/or leave, may face disciplinary action.

#### SECTION 11.2 MEDICAL LEAVE

- A. The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein.
- B. The Company agrees to honor the FMLA for all eligible Employees.
- C. During medical leave, the Employee shall be required to furnish a report from the doctor when requested periodically by the Employer. Upon the expiration of said leave, the Employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the Employee to return to the Employee's previously held work. Any Employee who is not able to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be terminated from Employment.
- D. If the Employee files for medical leave on false pretext or works for another employer without pre-authorization from the company, the Employee will be removed from the CO program and from employment with Employer.

#### SECTION 11.3 MILITARY LEAVE

An Employee of the Company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the

time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the time of such leave.

#### **SECTION 11.4 UNION LEAVE**

The Company agrees to grant 5 days at one time of Union Leave (LWOP) to Union Officers (Maximum 5 employees with no more than 3 per shift), as long as staffing permits, upon 14 days written request for the purpose of attending Union Conventions, or other meetings of vital interest to the Union, for the duration required to perform the duties of the position, which he or she was elected or appointed and with 7 days notice for a local meetings of 1 day or less or 14 days notice for more than 1 day of leave.

#### **SECTION 11.5 PERSONAL/SICK LEAVE**

Each Employee shall be entitled to nine (9) days of sick leave per full contract year, all days made available on their anniversary date. Of the nine (9) sick day entitlement, six (6) days shall be available for cash out at the end of the Employees anniversary year. Any unused portion of these six (6) personal days will be cashed out with in 30 days of the anniversary date. The additional three (3) days of the nine (9) days may be taken after the six (6) days have been used and any unused portion of these three (3) sick days shall not be cashed out at the end of the contract year and cannot be carried over.

- A. Sick days shall be used in no less than eight-hour increments and shall be paid when taken by the Employee.
- B. Upon termination of employment, Employee will be paid at their individual hourly rate for any unused, earned personal leave, based upon the number of actual hours Employee worked during that year based on hire date anniversary. If the Employee has used more personal days upon termination than he/she earned based upon time worked on the contract, the amount of the overage will be deducted from the Employee's final paycheck.
- C. Sick leave (and vacation) days may be used to cover absences caused by illness. Any Employee who is unable to report to work because of sickness must notify the Employer at least four (4) hours prior to the beginning of his/her regular shift in order to be eligible for paid sick leave benefits. Proof of illness may be required after two (2) days. Disciplinary action may result from excessive, unapproved absenteeism.

#### **SECTION 11.6 PROCESSING UNPAID LEAVES OF ABSENCE**

The Employer will consider requests for unpaid leaves of absence and may grant them at its sole discretion. An unpaid leave of absence must be processed in the following manner:

- A. All requests for unpaid leaves of absence shall be submitted in writing to Project Manager or designee at least ten (10) calendar days prior to the date the leave will take effect, except in cases of verified personal emergencies, and include:

1. The reasons for such leave;
2. The effective dates of such leave;
3. The estimated date of return to work.

B. The Company will respond to the request within seven (7) working days.

C. The written request for leave of absence shall be submitted to the Project Manager for final approval. If the request for the leave of absence is approved by the Project Manager, a copy of the approved leave of absence will be given to the Employee involved.

D. Extensions of the leave of absence may be granted at the sole discretion of the Employer, upon written request by the Employee within ten (10) calendar days prior to the expiration of the leave of absence. Extensions, when granted, shall not total more than thirty (30) days.

#### **SECTION 11.7 GENERAL PROVISIONS**

Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of this Agreement.

#### **SECTION 11.8 JURY DUTY**

Full time employees on the payroll with one or more years of continuous service will be reimbursed up to five (5) days in any calendar year for any loss of income during their otherwise scheduled workweek for time spent on Jury Duty.

Said reimbursement shall be offset by any jury fees received by the employee. Employees must inform their supervisor immediately upon receiving a notice to report for jury duty. The Employee reserves the right to request an exemption when the Employer determines that the employee's absence would create hardship.

#### **SECTION 11.9 BEREAVEMENT LEAVE**

If necessary for an employee to lose time from work because of a death in the immediate family the employee shall be entitled to 5 days paid leave. If the funeral takes place more than 250 miles from the site the employee shall be entitled to 7 days leave.

Immediate family is defined to mean an employee's father, mother, spouse, sister, brother, child (including legally adopted children and/or step children), father in law, mother in law, sister in law, brother in law, grandparents and grand children.

The employer reserves the right to verify all bereavement leave requests and may require proof of the death for which the employee requests leave.

#### **SECTION 11.10 ABSENTEEISM FROM DUTY**

When an employee fails to report for duty or to call the appropriate supervisor four (4) hours prior to the start of the scheduled shift, it is considered a "no call/no show". In the event an emergency prevents an employee from reporting to work and notifying the office prior to the scheduled shift, an employee must contact the appropriate supervisor as soon as possible and explain the failure to report for duty. Explanations are subject to verification. Unverified and unexcused absences from duty will result in disciplinary action.

Akal Security, Inc., considers that an employee has resigned their position voluntarily (voluntary separation) if the employee is absent from duty due to "no call/no show" more than 3 shifts or 2 consecutive days in a 12 month period.

## ARTICLE 12

### HEALTH, WELFARE AND UNIFORM ALLOWANCES

#### SECTION 12.1 PAYMENTS

For the life of this Agreement, the Employer will make health and welfare payments to Full Time Employees on all hours up to forty (40) hours per week, and up to a total of 2080 hours per contract year, as described in Appendix A. All Health and Welfare funds will be forwarded to the Union. With these funds, the Union shall provide a full health insurance plan with no deductible or co-payment and a standard Dental plan for each full time regular employee and their legal dependents at no additional charge. The Company will retain the right to approve any health insurance and/or dental plan. The Company upon demand may audit any such plan, not more than 4 times a year.

All full time employee's and their dependants will join this plan after ninety (90) days of employment.

Any part time employee who on average worked more than 32 hours in the 90 day period based on the employees anniversary date shall be entitled to insurance coverage. Subject to review every quarter based anniversary.

Employees who take leave with out pay will be required to make monthly payments to continue their coverages.

#### SECTION 12.2 OTHER BENEFITS

The Employer will offer Employees the opportunity to participate in other available Employee paid fringe benefit programs made available to all Officers employed by the Company. These programs may include cafeteria plans, payroll deduction plans, retirement plans, insurance plans, 401(k) plans, and any other plan mentioned in this Agreement.

#### SECTION 12.3 UNIFORM MAINTENANCE

The Employer will pay the Employee an allowance for each hour worked, up to 40 hours per week, for uniform maintenance as described in Appendix A.

## ARTICLE 13

### MISCELLANEOUS PROVISIONS

#### SECTION 13.1 BULLETIN BOARDS

The Employer will make its best effort to obtain a space from the U.S. Government for Union to locate a Union-provided bulletin board that will be used by the Union for posting of notices of meetings, elections, appointments, recreational and social affairs, and other Union notices. The provision of these facilities is the prerogative of the U.S. Government, who owns and controls all worksite facilities.

#### SECTION 13.2 PHYSICAL EXAMINATION

The Employer has the right to choose the physician who will perform any physical exam that may be required.

Medical exams may be required by the U.S. Government contract, or should the Employer have concerns regarding an Employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion. Physical fitness is an important job requirement. Employees must pass the medical exam prescribed by the Employer's contract with the U.S. Government in order to be employed and to maintain employment.

The Employer will pay for the time required for the employee to take required physical exams. Time for any exams requiring more than two (2) hours must be pre-approved by the Site Supervisor. If, when the appointment is going to exceed two (2) hours, the Employee will call into Project Manager or designee to inform them of the delay and request approval for additional time.

#### SECTION 13.3 DRUG AND ALCOHOL PROGRAM

The parties recognize that, given the safety and sensitivity of the environment, and the nature of the work performed by the Company and its employees, the use of controlled substances or alcohol on the job poses a substantial risk to the all Employees, the detainees, the Company and members of the public. To prevent or limit such risk, and pursuant to the Company's policy to maintain a drug-free workplace random Drug and Alcohol screening will occur. Such policy shall be subject to revision by the Company by mutual agreement with the union. The Company will pay for any time used by an employee taking an initial drug test that finds a negative result.

#### SECTION 13.4 UNION MEETINGS



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 as described in this Agreement. No Employee may leave their post without permission from the Employer under any circumstances, unless there is appropriate Government permission granted. No Employee may be at the worksite at any time unless engaged in company approved activities

#### **SECTION 13.5 MANAGEMENT/LABOR RELATIONS**

In the interest of good communications the Company and the Union agree there shall be a Labor and Management Meeting consisting of three (3) representatives of the Union and upto three representatives from the Company. Both parties will mutually agree upon any additional participants. The purpose of this meeting will be improve labor/management relations by providing an informal forum for the free exchange of views and discussion of mutual concerns of both parties. It is clearly not the intention that this exchange by-pass the normal grievance procedure. Any agreements reached at these meetings to change practices or policies shall be put in writing and will only be effective when signed by both parties.

It is suggested that these meetings will be held monthly. All scheduled meeting times and places will be mutually agreed to by both parties.

#### **SECTION 13.6 ACCESS TO PERSONNEL FILES**

As possible, and in accordance with applicable laws, the Union shall have access to personnel records of an employee in conjunction with the investigation of a grievance or for use in arbitration. The union will present written authorization from the employee before access will be granted. The Union shall maintain the confidentiality of all information contained therein.

#### **SECTION 13.7 GUARD CARDS AND PERMITS**

All employees shall submit to the Company within fifteen (15) calendar days of the execution of this agreement a copy of the California guard card. All employees shall be required, at their own expense, to maintain a valid California Guard card. In the event that employee's California Department Consumer Affairs Guard Card Permit lapse or becomes otherwise invalidated, the Employer may temporarily suspend but not discharge the employee. Once having proof that the payment renewal was sent within ninety (90) days guideline set forth by the Department of Consumer Affairs, the employee may continue employment as long as the employee has shown proper documentation that their guard card is valid.

#### **SECTION 13.7 TRAINING**

The Company agrees to pay employees for required and mandated government training to the extent required by the contract between the INS and the Company.

## ARTICLE 14

### 401(k) PLAN

The Company shall provide a 401(k) plan to which Officers are eligible to contribute, whether Union or Non-Union. Employees shall be subject to the eligibility requirements and rules of the Plan. All Pension moneys shall be paid directly into the 401K plan.

## ARTICLE 15

### SAFETY

#### SECTION 15.1 SAFETY POLICY

It is the policy of the Company to make its best efforts to provide Employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. Under this Agreement, all worksites and facilities are the property of the U.S. Government, who is responsible for the condition and safety of the worksite.

While there is a safety committee in place at the site, the Union will continue to select the representative for the committee.

#### SECTION 15.2 OSHA STANDARDS

The Company will report any safety violations observed or reported to the Company in any U.S. Government-provided workstation or break room.

## ARTICLE 16

### CONTINUITY OF OPERATIONS

#### SECTION 16.1 NO STRIKES

- A. Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns, or secondary boycotts during the term of this Agreement.
- B. Upon hearing of an unauthorized strike, slowdown, stoppage of work, planned inefficiency, or any curtailment of work or restriction or interference with the operation of the Employer, the Union shall take affirmative action to avert or bring such or bring such activity to prompt termination.

#### SECTION 16.2 LOCKOUTS

During the life of this Agreement, the Employer shall not lockout any Employees covered in this Agreement.

#### **ARTICLE 17**

##### **SEPARABILITY OF CONTRACT**

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through U.S. Government regulations or decree, such parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the decree or U.S. Government statutes, so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

#### **ARTICLE 18**

##### **ENTIRE AGREEMENT**

The parties acknowledge that during negotiations that resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; that all such subjects were discussed and negotiated upon; and that the agreements contained herein were arrived at after free exercise of such rights and opportunities. Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement, except as specifically provided for in other provisions of this Agreement.

#### **ARTICLE 19**

##### **DURATION**

This Agreement shall be effective from 12:00 noon, October 31, 2003 through December 30, 2006 and supersedes any and all prior agreements or understandings between the parties.

IN WITNESS WHEREOF, the parties have caused their representatives to sign this Agreement as full acknowledgment of their intention to be bound by the Agreement.

FOR: SPFPA

BY: [Signature]

TITLE: V.D. Region 7

DATE: 10-30-03

FOR: SPFPA Local #165

BY: [Signature]

TITLE: President of Local #165

DATE: 10-30-03

FOR: Akal Security, Inc.

BY: [Signature]

TITLE: Director H.R.

DATE: 10-30-03

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT

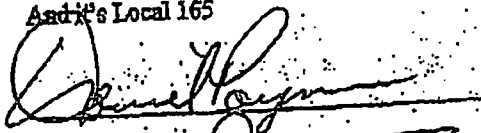
BETWEEN  
AKAL SECURITY, INC.  
AND THE  
INTERNATIONAL UNION, SPECIAL POLICE AND FIRE PROFESSIONALS  
OF AMERICA, LOCAL 165

This Amendment to the Collective Bargaining Agreement between Akal Security, Inc. ("Company") and the International Union, Special Police and Fire Professionals of America, Local 165 ("Union") is entered into this 1<sup>st</sup> day of October, 2004, as an amendment to the Collective Bargaining Agreement between Akal Security, Inc. and International Union, Special Police and Fire Professionals of America, Local 165 in effect from October 31, 2004 till December 30, 2006.

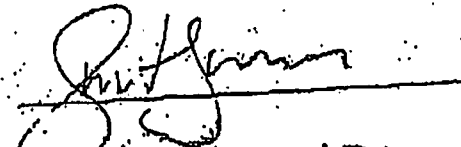
Beginning January 1, 2005, the Health and Welfare Allowance will be \$340.

All other provisions, terms and conditions of the Agreement, except as provided herein, shall continue in full force and effect unless otherwise mutually agreed upon.

International Union, SPFPA  
Akal's Local 165

  
Title: D.P. Regan  
SPFPA  
Date: 10/28/04

AKAL SECURITY, INC.

  
Title: Director, HR  
Date: 10/28/04

**JAR 2852.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JAN 1985)**

- (a) James Haley, Detention Operations Supervisor, El Centro Service Processing Center, 1115 N. Imperial Avenue, El Centro, CA 92245-1739 (760)-336-4653 is hereby designated to act as the Lead Contracting Officer's Technical Representative (COTR). Jose Pena, Detention Operations Supervisor is designated as alternate COTR (760) 336-4654.
- (b) The COTR is responsible for: receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the Contractor which clarifies the contract effort, filling in details or otherwise serves to accomplish the contractual Performance Work Statement; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment prior to forwarding the original invoice to the payment office and a conformed copy to the Contracting Officer.
- (c) The COTR does not have the authority to alter the Contractors' obligations under the contract, direct changes that fall within the purview of the General Provisions clause entitled "Changes," and/or modify any of the expressed terms, conditions, specification, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Performance Work Statement, the Contracting Officer shall issue such changes in writing with a signature.

**G-3 SUBMISSION OF VOUCHERS OR INVOICES FOR PAYMENT OF COSTS**

The original invoices shall be numbered and dated and submitted to the COTR for certification and the COTR will forward them to the Dallas Finance Center (DFC) for payment. All invoices/vouchers and supporting statements/certificates shall show the correct contract number, task order number, obligation number and shall be submitted by the Contractor to the following:

**Original Invoice**

**Department of Homeland Security**  
Immigration & Customs Enforcement  
Attn: James Haley/ Jose Pena  
1115 N. Imperial Avenue  
El Centro, CA 92243-1739  
Telephone: 760- [REDACTED] and 760- [REDACTED]  
Fax: 760-482-2868

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE 03/10/2005	4. REQUISITION/PURCHASE REQ. NO. FOW	5. PROJECT NO. (If applicable)
6. ISSUED BY Immigration and Customs Enforcement Office of Procurement-Laguna Attn: Linda Holder 949-360-6317 24000 Avila Road, Room 3104 Laguna Niguel CA 92607	CODE ICELAG	7. ADMINISTERED BY (If other than Item 6) Immigration & Customs Enforcement Office of Procurement-Laguna Attn: Linda Holder 949-360-6317 24000 Avila Road, Room 3104 Laguna Niguel CA 92607	CODE PRO-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AKAL SECURITY INC PO BOX 1197 SANTA CRUZ NM 875671197		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0177118880000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0003	10B. DATED (SEE ITEM 13) 11/23/2004

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required.)**

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

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


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

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

Tax ID Number: 850279473  
DUNS Number: 017711888

This modification is issued in accordance with FAR 42.1204 to acknowledge and recognize the Novation and Transfer Agreement ( Attachment I herein) signed by Akal Security, BNC International, Inc., and the Contracting Officer. The Government recognizes Akal Security Inc. as the sole responsible contractor under his contract.

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) <b>SEE ATTACHED</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Carol Amano
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 9/9/05

NOVATION AGREEMENT

BETWEEN

BNCI/AKAL JOINT VENTURE

AND

AKAL SECURITY, INC.

AND

UNITED STATES DEPARTMENT OF HOMELAND SECURITY,  
BUREAU OF IMMIGRATION AND CUSTOMS ENFORCEMENT

CONTRACT NOS. ACL-2-C-0002 and ACL-2-C-0003



## NOVATION AGREEMENT

BNCI/AKAL JOINT VENTURE (Transferor), a Joint Venture duly organized and existing under the laws of New Mexico with its principal office in Santa Cruz, New Mexico; AKAL SECURITY, INC. (Transferee), a corporation duly organized and existing under the laws of New Mexico with its principal office in Santa Cruz, New Mexico; and the UNITED STATES OF AMERICA (Government) enter into this Agreement as of the 10<sup>th</sup> day of March, 2005.

(a) THE PARTIES AGREE TO THE FOLLOWING FACTS:

(1) The Government, represented by Contract Officers, the U. S. Department of Homeland Security, Bureau of Immigration and Customs Enforcement, has entered into certain contracts with the Transferor, namely: Contract Number ACL-2-C-0002 and ACL-2-C-0003. The term "the contracts," as used in this Agreement, means the above contracts, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under this contract). Included in the term "the contracts" are also all modifications made under the terms and conditions of this contract between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of the 10<sup>th</sup> day of March, 2005, the Transferor has transferred to the Transferee by virtue of a Transfer Agreement between the Transferor and the Transferee.

(3) The Transferee has acquired the entire portion of the assets of the Transferor involved in performing the contract by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the contract by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the contract.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the contract.


(7) Evidence of the above transfer has been filed with the Government.

(b) IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT—

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the contracts.

- (2) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contract. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contract as if the Transferee were the original party to the contract.
- (3) The Transferee ratifies all previous actions taken by the Transferor with respect to the contract, with the same force and effect as if the action had been taken by the Transferee.
- (4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the contract. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contract, including any claims against the Government that Transferor now has or may have in the future, as if the Transferee were the original party to the contract. Following the effective date of this Agreement, the term "Contractor," as used in the contract, shall refer to the Transferee.
- (5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.
- (6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contract, shall be considered to have discharged those parts of the Government's obligations under the contract. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the contract, to the extent of the amounts paid or reimbursed.
- (7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contract.
- (8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee (i) assumes under this Agreement or (ii) may undertake in the future should this contract be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.
- (9) The contract shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA

By:   
Carol Amano  
Contracting/Ordering Officer

BNCI/AKAL JOINT VENTURE,

By:   
Daya S. Khalsa  
Managing Joint Venturer

AKAL SECURITY, INC.,

By:   
Daya S. Khalsa  
Senior Vice President

BNC INTERNATIONAL, INC. (BNCI)

By:   
Marc D. Stemp  
President

CERTIFICATE

I, Daya S. Khalsa, certify that I am the Senior Vice President of Akal Security, Inc., the Managing Joint Venturer of BNCI/AKAL JOINT VENTURE and that the parties who signed this Agreement for this Joint Venture and other entities, were then operating in the capacities stated therein; and that this Agreement was duly signed for and on behalf of these entities by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this Joint Venture this 10<sup>th</sup> day of March, 2005.

Daya S. Khalsa  
Daya S. Khalsa

CERTIFICATE

I, Marc D. Stemp, certify that I am the President of BNC International, Inc., a Joint Venturer of BNCI/AKAL JOINT VENTURE and that the parties who signed this Agreement for this Joint Venture and other entities, were then operating in the capacities stated therein; and that this Agreement was duly signed for and on behalf of these entities by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this Joint Venture this 14<sup>th</sup> day of March, 2005.

  
\_\_\_\_\_  
Marc D. Stemp



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1   3
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2 AMENDMENT/MODIFICATION NO. P00012	3 EFFECTIVE DATE 01/01/2005	4 REQUISITION/PURCHASE REQ NO. PRO-5-L006ECC	5. PROJECT NO. (If applicable)
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6 ISSUED BY ICELAG	7. ADMINISTERED BY (If other than Item 6) PRO-LAGUNA
Immigration and Customs Enforcement Office of Procurement-Laguna Attn: Linda Holder 949-360-6317 24000 Avila Road, Room 3104 Laguna Niguel CA 92607	Immigration & Customs Enforcement Office of Procurement-Laguna Attn: Linda Holder 949-360-6317 24000 Avila Road, Room 3104 Laguna Niguel CA 92607

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  AKAL SECURITY INC PO BOX 1197 SANTA CRUZ NM 875671197	(x) 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0003
	10B. DATED (SEE ITEM 13) 11/23/2004
CODE 0177118880000	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

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

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral - FAR 52.222-43 (See Block 14)

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: 850279473  
DUNS Number: 017711888  
Program POC: Jose Pena  
Finance POC: Laura Quezada

The purpose of this modification is to incorporate an equitable wage adjustment for the revised wage determination included in Modification P00010 in accordance with FAR 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C 351, et seq.). The adjustment period is retroactive to the start of the Second Option Period, January 1, 2005 through December 31, 2005.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 5A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Daya S. Khalsa	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Carol Amano
15B. CONTRACTOR/OFFEROR <i>Daya S. Khalsa</i> (Signature of person authorized to sign)	15C. DATE SIGNED 11/4/05
16B. UNITED STATES OF AMERICA <i>Carol Amano</i> (Signature of Contracting Officer)	16C. DATE SIGNED 11/4/05

NSN 7540-01-152-8070  
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR  
AKAL SECURITY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The Contractor shall submit one invoice to cover the equitable adjustment for the period January 1, 2005 through September 30, 2005, marked as a supplemental invoice, with a breakdown by month. The revised man-hour rate shall be invoiced monthly thereafter.</p> <p>In consideration of the modification agreed to herein as complete equitable adjustments for the Contractor's incorporation of the DOL Wage Determination 1994-0446, Revision 11, dated 02/03/2005, "proposal for adjustment," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this DOL Wage Determination.</p> <p>LIST OF CHANGES:</p> <p>CHANGES FOR LINE ITEM NUMBER: 2001 Custody Officers Unit Price changed from [REDACTED] b4 Total Amount changed from \$ [REDACTED] b4 to [REDACTED] b4</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002 Supervisory Custody Officers Unit Price changed from [REDACTED] b4 Total Amount changed from \$ [REDACTED] b4 to [REDACTED] b4</p> <p>CHANGES FOR LINE ITEM NUMBER: 3001 Custody Officers Unit Price changed from [REDACTED] b4 Total Amount changed from [REDACTED] b4 to [REDACTED] b4</p> <p>CHANGES FOR LINE ITEM NUMBER: 3002 Supervisory Custody Officers Unit Price changed from [REDACTED] b4 Total Amount changed from \$ [REDACTED] b4 to [REDACTED] b4</p> <p>CHANGES FOR LINE ITEM NUMBER: 4001 Custody Officers Unit Price changed from [REDACTED] b4 Total Amount changed from [REDACTED] b4 to [REDACTED] b4</p> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 ACL2C0003/P00012

PAGE 3 OF 3

NAME OF OFFEROR OR CONTRACTOR  
 AKAL SECURITY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CHANGES FOR LINE ITEM NUMBER: 4002 Supervisory Custody Officers.                      Unit Price changed from [REDACTED] b4                      Total Amount changed from \$ [REDACTED] b4 to [REDACTED] b4</p> <p>The new contract value for the base and four option periods is changed from \$ 57,360,168.32 to \$58,626,014.72, a net increase of \$1,265,846.40</p> <p>There are no other changes to the contract.</p>				



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE 01/01/2006	4. REQUISITION/PURCHASE REQ.NO. FOW060009	5. PROJECT NO. (If applicable)
6. ISSUED BY Immigration and Customs Enforcement Office of Procurement-Laguna Attn: Linda Holder 949-360-6317 24000 Avila Road, Room 3104 Laguna Niguel CA 92607	CODE ICELAG	7. ADMINISTERED BY (If other than Item 6) Immigration & Customs Enforcement Office of Procurement-Laguna Attn: Linda Holder 949-360-6317 24000 Avila Road, Room 3104 Laguna Niguel CA 92607	CODE PRO-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AKAL SECURITY INC PO BOX 1197 SANTA CRUZ NM 875671197		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0003	
		10B. DATED (SEE ITEM 13) 11/23/2004	
CODE 0177118880000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

N/A - Funded under Task Order

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

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) UNILATERAL - FAR 52.217-9, FAR 52.222-41 and FAR 52.222-43

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

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

Tax ID Number: 850279473

DUNS Number: 017711888

Program POC: Jose Pena


Finance POC: Laura Quezada

The purpose of this modification is to exercise the Third Option Period and to add a new Department of Labor Wage Determination.

In accordance with FAR 52.217-9, Option to Extend the Term of the Contract, the Third Option Period is exercised effective January 1, 2006 through December 31, 2006.

In accordance with FAR 52.222-43 Fair Labor Standards Act and Service Contract Act- Price 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) Carol Amano	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/23/05

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACL2C0003/P00013

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
AKAL SECURITY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Adjustment (Multiple Year and Option Contracts), Department of Labor Wage Determination No. 2005-0392, Revision No. 1 dated 11/23/2005 (pages 1-27 attached), replaces Attachments 2 and 3 effective January 1, 2006. In accordance with paragraph (f) of the clause, "The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date".</p> <p>All terms and conditions remain the same.</p> <p>The total contract value remains unchanged.</p> <p>Funding will be added by issuance of a task order.</p> <p>LIST OF CHANGES: Total Amount for this Modification: \$0.00 New Total Amount for this Award: \$12,277,894.72</p> <p>CHANGES FOR LINE ITEM NUMBER: 3001 Custody Officer Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 3002 Supervisory Custody Officer Exercised option</p> <p>FOB: Destination</p>				

Contract Number: ACL2C0003

Modification: P00013

200503921

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

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

William W. Gross                      Division of  
Director                                  Wage Determinations

Wage Determination No.: 2005-0392  
Revision No.: 1  
Date Of Last Revision: 11/23/2005

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State: California

Area: California County of Imperial

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Employed on Department of Homeland Security contract for Detention Services at the above locality.

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Collective Bargaining Agreement between Aka1 Security, and the Security, Police, and Fire Professionals of America Amalgamated Local #165 effective October 31, 2003 through December 30, 2006.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. P00014	3. EFFECTIVE DATE 01/01/2006	4. REQUISITION/PURCHASE REQ. NO. PRO-6-L037DRO	5. PROJECT NO. (if applicable)
6. ISSUED BY Immigration and Customs Enforcement Office of Acquisition Management Attn: Linda Holder 949-360-6317 24000 Avila Road, Room 3104 Laguna Niguel CA 92607	CODE ICELAG	7. ADMINISTERED BY (if other than Item 6) Immigration & Customs Enforcement Office of Acquisition Management Attn: Linda Holder 949-360-6317 24000 Avila Road, Room 3104 Laguna Niguel CA 92607	CODE PRO-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AKAL SECURITY INC PO BOX 1197 SANTA CRUZ NM 875671197		9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11)
CODE 0177118880000 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0003	10B. DATED (SEE ITEM 11) 11/23/2004

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral - FAR 52.222-43 (See Block 14)

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: 85-0279473  
DUNS Number: 017711888  
Program POC: James Haley/ Jose Pena  
Finance POC: Laura Quezada

The purpose of this modification is to incorporate an equitable wage adjustment for the revised wage determination included in Modification P00013 in accordance with FAR 52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C 351, et seq.). The adjustment period is retroactive to the start of the Third Option Period, January 1, 2006 through December 31, 2006.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) DAYA S. KHALSA SR. V.P.	15B. CONTRACTOR/OFFEROR <i>Daya S. Khalsa</i>	15C. DATE SIGNED	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sheryl Wright	15B. UNITED STATES OF AMERICA <i>Sheryl Wright</i>	15C. DATE SIGNED 7/25/06
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NAME OF OFFEROR OR CONTRACTOR  
AKAL SECURITY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The Contractor shall submit one invoice to cover the equitable adjustment for the period January 1, 2006 through June 30, 2006, marked as a supplemental invoice, with a breakdown by month. The revised man-hour rate shall be invoiced monthly thereafter.</p> <p>In consideration of the modification agreed to herein as complete equitable adjustments for the Contractor's incorporation of the DOL Wage Determination 2005-0392, Revision 1, dated 11/23/2005, "proposal for adjustment," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this DOL Wage Determination.</p> <p><b>LIST OF CHANGES:</b></p> <p><b>CHANGES FOR LINE ITEM NUMBER: 3001 Custody Officers</b>            Unit Price changed from [REDACTED] b4 to [REDACTED] b4            Total Amount changed from [REDACTED] b4 to [REDACTED] b4</p> <p><b>CHANGES FOR LINE ITEM NUMBER: 3002 Supervisory Custody Officers</b>            Unit Price changed from [REDACTED] b4 to [REDACTED] b4            Total Amount changed from [REDACTED] b4 to [REDACTED] b4</p> <p><b>CHANGES FOR LINE ITEM NUMBER: 4001 Custody Officers</b>            Unit Price changed from [REDACTED] b4 to [REDACTED] b4            Total Amount changed from [REDACTED] b4 to [REDACTED] b4</p> <p><b>CHANGES FOR LINE ITEM NUMBER: 4002 Supervisory Custody Officers</b>            Unit Price changed from [REDACTED] b4 to [REDACTED] b4            Total Amount changed from [REDACTED] b4 to [REDACTED] b4</p> <p>The new contract value for the base and four option periods is changed from [REDACTED] b4 to [REDACTED] b4 a net increase of [REDACTED] b4</p> <p>There are no other changes to the contract. Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR  
AKAL SECURITY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00015	3. EFFECTIVE DATE 01/01/2007	4. REQUISITION/PURCHASE REQ. NO. PRO-7-L015	5. PROJECT NO. (If applicable)
6. ISSUED BY Immigration and Customs Enforcement Office of Acquisition Management Attn: Linda Holder 949-360-6317 24000 Avila Road, Room 3104 Laguna Niguel CA 92607	CODE ICELAG	7. ADMINISTERED BY (If other than Item 6) Immigration & Customs Enforcement Office of Acquisition Management Attn: Linda Holder 949-360-6317 24000 Avila Road, Room 3104 Laguna Niguel CA 92607	CODE PRO-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AKAL SECURITY INC PO BOX 1197 SANTA CRUZ NM 875671197		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0177118880000		9B. DATED (SEE ITEM 11)	
FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0003	
		10B. DATED (SEE ITEM 11) 11/23/2004	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; 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)**

FUNDING OBLIGATED ON A TASK ORDER

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) UNILATERAL - FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

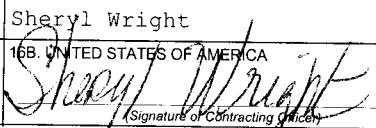
**E. IMPORTANT:** Contractor  is not.  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

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

Tax ID Number: 85-0279473  
DUNS Number: 017711888  
Program POC: James Haley/ Jose Pena  
Finance POC: Laura Quezada

This modification is issued to exercise the Fourth Option Period, January 1, 2007 through December 31, 2007, under the authority of FAR 52.217-9, Option to Extend the Term of the Contract. The present Collective Bargaining Agreement (CBA) between Akal Security and the Security, Police and Fire Professionals of America, Amalgamated Local #165, will expire on December 30, 2006. A new CBA is in the process of being negotiated.  
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) Sheryl Wright	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 11/24/06

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 ACL2C0003/P00015

PAGE OF  
 2 2

NAME OF OFFEROR OR CONTRACTOR  
 AKAL SECURITY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>In accordance with FAR 22.1012-2 - Wage Determinations Based on Collective Bargaining Agreements, (b) For contractual actions other than sealed bidding, a new or changed collective bargaining agreement shall not be effective under section 4(c) of the Act if notice of the terms of the new or changed collective bargaining agreement is received by the contracting agency after award of a successor contract or a modification as specified in 22.1007(b), provided that the contract start of performance is within 30 days of the award of the contract or of the specified modification. If the contract does not specify a start or performance date which is within 30 days of the award of the contract or the specified modification, or if the performance does not commence within 30 days of the award or of the specified modification, any notice of terms of a new or changed collective bargaining agreement received by the agency not less than 10 days before commencement of the work shall be effective for the purposes of the successor contract under section 4(c) of the Act.</p> <p>For purposes of this modification, the contractor must give any notice of terms of a new or changed collective bargaining agreement by December 21, 2006.</p> <p>LIST OF CHANGES:                      Total Amount for this Modification: \$0.00                      New Total Amount for this Version: \$12,739,330.24                      New Total Amount for this Award: \$59,499,905.92</p> <p>CHANGES FOR LINE ITEM NUMBER: 4001 Custody Officers                      Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 4002 Supervisory Custody Officers                      Exercised option</p> <p>Refer to Modification P00014 for Man-Hour prices listed by Contract Line Item Number (CLIN).                      FOB: Destination</p>				



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00016	3. EFFECTIVE DATE 01/01/2007	4. REQUISITION/PURCHASE REQ. NO. PRO-7-L055	5. PROJECT NO. (If applicable)
6. ISSUED BY Immigration and Customs Enforcement Office of Acquisition Management Attn: Linda Holder 949-360-6317 24000 Avila Road, Room 3104 Laguna Niguel CA 92677	CODE ICELAG	7. ADMINISTERED BY (If other than Item 6) Immigration & Customs Enforcement Office of Acquisition Management Attn: Linda Holder 949-360-6317 24000 Avila Road, Room 3104 Laguna Niguel CA 92677	CODE PRO-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AKAL SECURITY INC PO BOX 1197 SANTA CRUZ NM 875671197		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0177118880000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0003	
		10B. DATED (SEE ITEM 11) 11/23/2004	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral - FAR 52.222-41 and FAR 52.222-43

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

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

Tax ID Number: 85-0279473

DUNS Number: 017711888

Program POC: James Haley/ Jose Pena

Finance POC: Laura Quezada

The purpose of this modification is to incorporate the new Department of Labor Wage Determination into the contract effective for Option Year Four.

In accordance with FAR 52.222-41, Service Contract Act of 1965, as Amended, this modification incorporates Department of Labor Wage Determination No. 2005-0392, Rev.2, 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)	
		Sheryl Wright	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		<i>Sheryl Wright</i> (Signature of Contracting Officer)	11/23/07

NSN 7540-01-152-8070  
Previous edition unusable

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

ACL2C0003/P00016

PAGE	OF
2	2

NAME OF OFFEROR OR CONTRACTOR

AKAL SECURITY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>dated 01/11/2007, for the Collective Bargaining Agreement between Akal Security, Incorporated and the Security, Police and Fire Professionals of America Amalgamated Local #165 effective April 1, 2006 through March 31, 2009 and supersedes any and all prior agreements or understandings between the parties.</p> <p>In accordance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Act; Price Adjustment (Multiple Year and Option Contracts), the Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the Contracting Officer may reasonably require.</p>				

200503922  
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
| WASHINGTON D.C. 20210  
|  
|  
| Wage Determination No.: 2005-0392  
William W. Gross Division of | Revision No.: 2  
Director Wage Determinations | Date Of Last Revision: 01/11/2007

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State: California

Area: California County of Imperial

---

Employed on Department of Homeland Security contract for Detention Services in the above locality.

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Collective Bargaining Agreement between Aka Security, and the Security, Police, and Fire Professionals of America Amalgamated Local #165 effective April 1, 2006 through March 31, 2009.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

2. AMENDMENT/MODIFICATION NO. P00017	3. EFFECTIVE DATE 01/01/2007	4. REQUISITION/PURCHASE REQ. NO. PRO-7-L060	5. PROJECT NO. (If applicable)
6. ISSUED BY Immigration and Customs Enforcement Office of Acquisition Management Attn: Linda Holder 949-360-6317 24000 Avila Road, Room 3104 Laguna Niguel CA 92677	CODE ICELAG	7. ADMINISTERED BY (If other than Item 6) Immigration & Customs Enforcement Office of Acquisition Management Attn: Linda Holder 949-360-6317 24000 Avila Road, Room 3104 Laguna Niguel CA 92677	CODE PRO-LAGUNA

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP)  AKAL SECURITY INC PO BOX 1197 SANTA CRUZ NM 875671197	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:5%;">(x)</td> <td>9A. AMENDMENT OF SOLICITATION NO.</td> </tr> <tr> <td></td> <td>9B. DATED (SEE ITEM 11)</td> </tr> <tr> <td style="text-align: center;">X</td> <td>10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0003</td> </tr> <tr> <td></td> <td>10B. DATED (SEE ITEM 11) 11/23/2004</td> </tr> </table>	(x)	9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	X	10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0003		10B. DATED (SEE ITEM 11) 11/23/2004
(x)	9A. AMENDMENT OF SOLICITATION NO.								
	9B. DATED (SEE ITEM 11)								
X	10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0003								
	10B. DATED (SEE ITEM 11) 11/23/2004								

CODE    0177118880000	FACILITY CODE	<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>
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The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
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)  
Funded on Individual Task Order

**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	Unilateral - FAR 52.222-41 and FAR 52.222-43

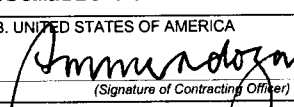
**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
Tax ID Number: 85-0279473  
DUNS Number: 017711888

Program POC: James Haley  
Finance POC: Laura Quezada  
\*

The purpose of this modification is to incorporate an equitable wage adjustment for the revised wage determination included in Modification P00017 in accordance with FAR 52.222-4 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C 351, et seq.). The adjustment period is retroactive to the start of the Fourth Option Period, January 1, 2007 through December 31, 2007.  
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) Rosemarie Mendoza		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 2/12/07
_____ (Signature of person authorized to sign)		 (Signature of Contracting Officer)	

NAME OF OFFEROR OR CONTRACTOR  
 AKAL SECURITY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The Contractor shall submit one invoice to cover the equitable adjustment for the period January 1, 2007 through January 31, 2007, marked as a supplemental invoice. The revised man-hour rate shall be invoiced monthly thereafter.</p> <p>In consideration of the modification agreed to herein as complete equitable adjustments for the Contractor's incorporation of the DOL Wage Determination 2005-0392, Revision 2, dated 1/11/2007, "proposal for adjustment," the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this DOL Wage Determination.</p> <p>LIST OF CHANGES:</p> <p>CHANGES FOR LINE ITEM NUMBER: 4001            Unit Price changed from \$ [REDACTED] b4            Total Amount changed from [REDACTED] b4 to [REDACTED] b4</p> <p>CHANGES FOR LINE ITEM NUMBER: 4002            Unit Price changed from [REDACTED] b4            Total Amount changed from \$ [REDACTED] b4 to [REDACTED] b4</p> <p>The new contract value for the base and four option periods is changed from \$59,499,905.92 to \$60,014, 019.52, a net increase of \$514,113.60</p> <p>There are no other changes to the contract.            FOB: Destination</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00018	3. EFFECTIVE DATE 06/06/2007	4. REQUISITION/PURCHASE REQ. NO. PRO-7-I129	5. PROJECT NO. (If applicable)
6. ISSUED BY Immigration and Customs Enforcement Office of Acquisition Management Attn: Linda Holder 949-360-6317 24000 Avila Road, Room 3104 Laguna Niguel CA 92677	CODE ICELAG	7. ADMINISTERED BY (If other than Item 6) Immigration & Customs Enforcement Office of Acquisition Management Attn: Linda Holder 949-360-6317 24000 Avila Road, Room 3104 Laguna Niguel CA 92677	CODE PRO-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AKAL SECURITY INC PO BOX 1197 SANTA CRUZ NM 875671197		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0177118880000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0003	
		10B. DATED (SEE ITEM 11) 11/23/2004	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

N/A

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

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

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

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



Tax ID Number: 85-0279473

DUNS Number: 017711888

Program POC: James Haley  
Finance POC: Laura Quezada

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) Sheryl Wright
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
	16C. DATE SIGNED 

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACL2C0003/P00018

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
AKAL SECURITY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>This modification is issued to change the Contract Administrator for the contract to:</p> <p>Alan Barclay Contract Specialist 24000 Avila Rd., Room 3104 Laguna Niguel, CA 92677 Phone: 949- [REDACTED] b6 Fax: 949- [REDACTED] b6 email: [REDACTED] b6@dhs.gov</p>				



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00019	3. EFFECTIVE DATE 01/01/2008	4. REQUISITION/PURCHASE REQ. NO. PRO-8-L013	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 ATTN: Al Barclay, 949-425-7045 Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (If other than item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: Al Barclay, 949-425-7045 Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AKAL SECURITY INC PO BOX 1197 SANTA CRUZ NM 875671197		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0177118880000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0003	10B. DATED (SEE ITEM 11) 11/20/2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral, FAR 52.217-8 Option to Extend Services

E. IMPORTANT: Contractor  is not.  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

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

DUNS Number: 017711888

Program POC: James Haley  
Finance POC: Laura Quezada

The purpose of this amendment is to extend the contract performance for the period January 1, 2008 through March 31, 2008 with an option period of April 1, 2008 through June 30, 2008. Funding will be added via Task Order

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) Sheryl Wright
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA <i>Sheryl Wright</i> (Signature of Contracting Officer)
	16C. DATE SIGNED 11/10/08



NAME OF OFFEROR OR CONTRACTOR  
AKAL SECURITY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Department of Labor Wage Determination No. 2005-0392, Revision 2, dated January 11, 2007 and the Collective Bargaining Agreement between Akal Security Inc., and the Security, Police, and Fire Professionals of America Amalgamated, Local #165 (SPFPA), effective April 1, 2006 through March 31, 2009.</p> <p>LIST OF CHANGES:            Total Amount for this Modification: \$6,625,078.10            New Total Amount for this Version: \$6,625,078.10            New Total Amount for this Award: \$66,639,097.62            FOB: Destination</p> <p>Period of Performance:            1/1/2008 through 3/31/2008</p>				
5001	CUSTODY OFFICERS		HR		
5002	SUPERVISORY CUSTODY OFFICERS		HR		
	Option Period of Performance: 4/1/2008 through 6/30/2008				
6001	<p>CUSTODY OFFICERS            Amount: \$ <span style="background-color: #cccccc;">b4</span> (Option Line Item)            04/01/2008</p>		HR		
6002	<p>SUPERVISORY CUSTODY OFFICERS            Amount: \$ <span style="background-color: #cccccc;">b4</span> (Option Line Item)            04/01/2008</p>		HR		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00020	3. EFFECTIVE DATE 05/09/2008	4. REQUISITION/PURCHASE REQ. NO. PRO-8-L056	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/DM/DC-LAGUNA	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (if other than Item 6)	CODE ICE/DM/DC-LAGUNA
ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 ATTN: Al Barclay, 949-425-7045 Laguna Niguel CA 92677		ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: Al Barclay, 949-425-7045 Laguna Niguel CA 92677	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  AKAL SECURITY INC PO BOX 1197 SANTA CRUZ NM 875671197		(x)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0003
			10B. DATED (SEE ITEM 11) 11/23/2004
CODE C177118880000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

N/A

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	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	Bilateral - FAR 52.222-43 Fair Labor Standards Act and Service Contract Act

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

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

DUNS Number: 017711888

Program POC: James Haley - 760- [redacted] b6  
 Finance POC: Laura Quezada - 949- [redacted] b6  
 Finance POC: Perry Weidman - 619- [redacted] b6

The purpose of this modification is to provide an equitable adjustment between the Government and the Contractor as a result of extending the services under FAR 52.217-8, Option to Extend Services. The increase is applied to CLINS 6001 and 6002. The net increase to the unit price for each CLIN is \$1.73 retroactive to January 1, 2008.

Continued ...

Except as provided herein all terms and conditions of the document referenced in Item 9A or 10A, to the extent they are not changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Daya Khalsa President</i>	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED <i>5/20/08</i>	15D. UNITED STATES OF AMERICA	15E. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sheryl Wright	15F. DATE SIGNED <i>5/21/08</i>
NSN 7540-01-152-6070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

NAME OF OFFEROR OR CONTRACTOR  
AKAL SECURITY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Incorporate Department of Labor Wage Determination No. 2005-0392, Revision 3, dated April 28, 2008 and the Collective Bargaining Agreement between Akal Security Inc., and the Security, Police, and Fire Professionals of America Amalgamated, Local #165 (SPFPA), effective December 30, 2006 through December 31, 2011.</p> <p>LIST OF CHANGES: Total Amount for this Modification: \$271,091.18 New Total Amount for this Award: \$66,910,261.60</p> <p>CHANGES FOR LINE ITEM NUMBER: 5001 Quantity changed from [REDACTED] b4 Unit Price changed from \$ [REDACTED] b4 Total Amount changed from \$ [REDACTED] b4 to [REDACTED] b4</p> <p>CHANGES FOR LINE ITEM NUMBER: 5002 Unit Price changed from [REDACTED] b4 Total Amount changed from \$ [REDACTED] b4 to [REDACTED] b4</p> <p>CHANGES FOR LINE ITEM NUMBER: 6001 Quantity changed from [REDACTED] b4 Unit Price changed from [REDACTED] b4 Total Amount changed from \$ [REDACTED] b4 to [REDACTED] b4</p> <p>CHANGES FOR LINE ITEM NUMBER: 6002 Unit Price changed from [REDACTED] b4 Total Amount changed from [REDACTED] b4 to [REDACTED] b4</p> <p>FOB: Destination CONTRACTOR'S STATEMENT OF RELEASE: In consideration of the modification agreed to herein as a complete and equitable adjustment for the Extension of of Services from January 1, 2008 through June 30, 2008, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the "Proposal for Equitable Adjustment" of January 29, 2008.</p>				



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00021	3. EFFECTIVE DATE 07/01/2008	4. REQUISITION/PURCHASE REQ. NO. FSD080021	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/DM/DC-LAGUNA	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (If other than Item 6) ICE/DM/DC-LAGUNA	CODE ICE/DM/DC-LAGUNA
ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 ATTN: Al Barclay, 949-425-7045 Laguna Niguel CA 92677		ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: Al Barclay, 949-425-7045 Laguna Niguel CA 92677	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  AKAL SECURITY INC PO BOX 1197 SANTA CRUZ NM 875671197		(x)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0003
			10B. DATED (SEE ITEM 11) 11/23/2004
CODE 0177118880000	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)**

FUNDED VIA TASK ORDER

**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) Option Extension

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

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

DUNS Number: 017711888

Program POC: James Haley - 760- [b6]

Finance POC: Laura Quezada - 949- [b6]

This modification is issued to extend services under this contract. The period of performance will extend from June 30, 2008 through December 31, 2008. Funding for the extension will be added via a task order.

**LIST OF CHANGES:**

Total Amount for this Modification: \$6,896,242.08

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) Sheryl Wright
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 ACL2C0003/P00021

PAGE OF  
 2 2

NAME OF OFFEROR OR CONTRACTOR  
 AKAL SECURITY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	New Total Amount for this Version: \$6,896,242.08 New Total Amount for this Award: \$73,806,503.68 FOB: Destination				
7001	CUSTODY OFFICERS	b4	HR	b4	
7002	SUPERVISORY CUSTODY OFFICERS . Contract terms and condition remain the same.		HR		



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00022	3. EFFECTIVE DATE 01/01/2009	4. REQUISITION/PURCHASE REQ. NO. 192109FSDECC00019	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 ATTN: Al Barclay, 949-425-7045 Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: Al Barclay, 949-425-7045 Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  AKAL SECURITY INC PO BOX 1197 SANTA CRUZ NM 875671197		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0177118880000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0003	10B. DATED (SEE ITEM 11) 11/23/2004

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; 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 TASK ORDER

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

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

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

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

DUNS Number: 017711888

Program POC: James Haley - 760-[REDACTED] b6  
Finance POC: Perry Weidman - 619-[REDACTED] b6

This modification is issued to extend services under this contract for a period from January 1, 2009 through June 30, 2009 at the fixed unit prices in effect as of December 31, 2008. The parties agree to review the contractor's proposal for adjustments to the fixed unit prices and negotiate any changes within thirty (30) days from the date of the Contracting Officer's signature. Any changes to the fixed unit prices will be related to the changes as a result of the updated Collective Bargaining Agreement (CBA)  
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>Daya Khalsa</i> President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobbie Wright
15B. CONTRACTOR'S OFFICER <i>Daya Khalsa</i>	15C. DATE SIGNED 12/31/08
16B. UNITED STATES OF AMERICA <i>Bobbie Wright</i>	16C. DATE SIGNED 12.31.08

NAME OF OFFEROR OR CONTRACTOR  
AKAL SECURITY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>and those indirect rates that are applied to the hourly rates with the exception of G&amp;A and Profit. The factors for G&amp;A and Profit remain unchanged.</p> <p>Funding for the extension will be added via a separate task order.</p> <p>LIST OF CHANGES:            Total Estimated Amount for this modification:            \$6,896,242.08            Total Contract Award Estimated Amount is changed from \$73,806,503.68 to \$80,702,745.76</p> <p>FOB: Destination</p>				
8001	CUSTODY OFFICERS	b4	HR	b4	
8002	SUPERVISORY CUSTODY OFFICERS		HR		
	Contract terms and conditions remain the same.				



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1   2
2 AMENDMENT/MODIFICATION NO P00023	3 EFFECTIVE DATE 01/28/2009	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (# applicable)
6 ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 ATTN: Al Barclay, 949-425-7045 Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7 ADMINISTERED BY (# other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: Al Barclay, 949-425-7045 Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AKAL SECURITY INC PO BOX 1197 SANTA CRUZ NM 875671197		(x) 9A AMENDMENT OF SOLICITATION NO	9B DATED (SEE ITEM 11)
CODE 0177118880000 FACILITY CODE		X 10A MODIFICATION OF CONTRACT/ORDER NO. ACL2C0003	10B DATED (SEE ITEM 11) 11/23/2004

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended.  is not extended.  
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; 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 (# required)  
See Schedule

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

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

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

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

DUNS Number: 017711888

Program POC: James Haley - 760-  
Finance POC: Perry Weidman - 619-

This modification is issued to extend the date for review of the contractor's proposal dated December 10, 2008 and negotiation of any changes to February 16, 2009.

Any changes to the fixed unit prices will be related to the changes as a result of the updated Collective Bargaining Agreement (CBA) and those indirect rates that are applied to the hourly rates with the exception of G&A and Profit. The factors for G&A and Profit 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) Daya Khalsa President	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Bobbie Wright
15B CONTRACTOR/OFFEROR Signature of person authorized to sign	15C DATE SIGNED 1/29/09
16B UNITED STATES OF AMERICA Signature of Contracting Officer	16C DATE SIGNED 1.29.09

NSN 7540-01-152-0170  
Previous edition unclassified



NAME OF OFFEROR OR CONTRACTOR  
AKAL SECURITY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>remain unchanged.</p> <p>Contract terms and conditions remain the same.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00024	3. EFFECTIVE DATE 02/13/2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 ATTN: Al Barclay, 949-425-7045 Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: Al Barclay, 949-425-7045 Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) AKAL SECURITY INC PO BOX 1197 SANTA CRUZ NM 875671197		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0003	
		10B. DATED (SEE ITEM 11) 11/23/2004	
CODE 0177118880000	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)  
DUNS Number: 017711888

Program POC: James Haley - 760- [b6]  
Finance POC: Perry Weidman - 619- [b6]

This modification is issued to extend the date for review of the contractor's proposal dated December 10, 2008 and negotiation of any changes to February 27, 2009.

Any changes to the fixed unit prices will be related to the changes as a result of the updated Collective Bargaining Agreement (CBA) and those indirect rates that are applied to the hourly rates with the exception of G&A and Profit. The factors for G&A and Profit. 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) Daya Khalsa President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Rosemarie Mendoza
15B. CONTRACTOR/OFFEROR [Signature]	15C. DATE SIGNED 2/20/09
16B. UNITED STATES OF AMERICA [Signature]	16C. DATE SIGNED 2/20/09

NSN 7540-01-152-8670  
Previous edition unusable

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
ACL2C0003/P00024

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
AKAL SECURITY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>remain unchanged.</p> <p>Period of Performance: 01/01/2009 to 06/30/2009</p> <p>Contract terms and conditions remain the same.</p>				

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)  
 P00025 02/27/2009  
 6. ISSUED BY CODE ICE/DM/DC-LAGUNA 7. ADMINISTERED BY (if other than Item 6) CODE ICE/DM/DC-LAGUNA

ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 ATTN: Al Barclay, 949-425-7045 Laguna Niguel CA 92677  
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: Al Barclay, 949-425-7045 Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No. , street, county, State and ZIP Code) (x) 9A. AMENDMENT OF SOLICITATION NO.  
 AKAL SECURITY INC PO BOX 1197 SANTA CRUZ NM 875671197  
 9B. DATED (SEE ITEM 11)  
 X 10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0003  
 10B. DATED (SEE ITEM 11) 11/23/2004  
 CODE 0177118880000 FACILITY CODE

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 DUNS Number: 017711888

Program POC: James Haley - 760- [redacted] b6  
 Finance POC: Perry Weidman - 619- [redacted] b6

This modification is issued to extend the date for review of the contractor's proposal dated December 10, 2008 and negotiation of any changes to March 6, 2009.

Any changes to the fixed unit prices will be related to the changes as a result of the updated Collective Bargaining Agreement (CBA) and those indirect rates that are applied to the hourly rates with the exception of G&A and Profit. The factors for G&A and Profit 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)  
 Daya Khalsa President Bobbie Wright  
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  
 [Signature] 3/4/09 [Signature] 3.4.09  
 (Signature of person authorized to sign) (Signature of Contracting Officer)

NAME OF OFFEROR OR CONTRACTOR  
AKAL SECURITY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>remain unchanged.</p> <p>Contract terms and conditions remain the same.</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2 AMENDMENT/MODIFICATION NO P00026	3 EFFECTIVE DATE 01/01/2009	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (if applicable)
6 ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 ATTN: Al Barclay, 949-425-7045 Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7 ADMINISTERED BY (if other than item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 Attn: Al Barclay, 949-425-7045 Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8 NAME AND ADDRESS OF CONTRACTOR (no. street, county, State and ZIP Code) AKAL SECURITY INC PO BOX 1197 SANTA CRUZ NM 875671197		(a) 9A AMENDMENT OF SOLICITATION NO	
CODE 0177118880000 FACILITY CODE		9B DATED (SEE ITEM 11)	
		X 10A MODIFICATION OF CONTRACT/ORDER NO ACL2C0003	
		10B DATED (SEE ITEM 13) 11/23/2004	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

**12 ACCOUNTING AND APPROPRIATION DATA (if required)**

See Schedule

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

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

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

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

DUNS Number: 017711888

Program POC: James Haley - 760- [redacted] b6

Finance POC: Perry Weidman - 619- [redacted] b6

**LIST OF CHANGES:**

Total Amount for this Modification: \$314,772.64

New Total Amount for this Award: \$81,017,518.40

**CHANGES FOR LINE ITEM NUMBER: 8001**

Unit Price changed from \$ [redacted] b4 to \$ [redacted] b4

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Daya Khalsa President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Roberta J. Halls
15B. CONTRACTOR/OFFEROR [Signature]	16B. UNITED STATES OF AMERICA [Signature]
15C. DATE SIGNED 4/8/09	16C. DATE SIGNED 4/8/09

NSN 7540-01-000-0000  
Previous edition unusable

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

**CONTINUATION SHEET**

REFERENCE NO OF DOCUMENT BEING CONTINUED

ACL2C0003/P00026

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
AKAL SECURITY INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Total Amount changed from [b4] to [b4]</p> <p>CHANGES FOR LINE ITEM NUMBER: 8002 Unit Price changed from [b4] to [b4] Total Amount changed from [b4] 80 to [b4] Discount Terms: Net 30 FOB: Destination Funding will be added via separate task order.</p> <p>In consideration of the modification agreed to herein as complete equitable adjustments for the Contractors Request for Equitable Adjustment proposal dated December 10, 2008, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal for adjustment.</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	3

2. AMENDMENT/MODIFICATION NO. P00027	3. EFFECTIVE DATE 05/12/2009	4. REQUISITION/PURCHASE REQ NO. PRO-9-L051	5. PROJECT NO (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room 3104 ATTN: Al Barclay, 949-425-7045 Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (If other than Item 6)	CODE ICE/DM/DC-LAGUNA

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  AKAL SECURITY INC PO BOX 1197 SANTA CRUZ NM 875671197	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. ACL2C0003
CODE 0177118880000	FACILITY CODE	10B. DATED (SEE ITEM 13) 11/23/2004

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
N/A

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

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

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

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

DUNS Number: 017711888

Program POC: James Haley - 760-[REDACTED] b6  
 Finance POC: Perry Weidman - 619-[REDACTED] b6

The purpose of this modification is to revise the procedure for contractors to submit the invoices for this award. This procedure takes effect immediately and pertains to all invoices submitted from this point forward.

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)
	Sheryl Wright
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
	16B. UNITED STATES OF AMERICA
	(Signature of Contracting Officer)
	16C. DATE SIGNED
	5/12/09



NAME OF OFFEROR OR CONTRACTOR  
AKAL SECURITY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1. In accordance with Section G, Contract Administration Data, or other invoicing instructions previously provided, invoices shall now be submitted via one of the following three methods:</p> <p>a. By mail:</p> <p>DHS, ICE BURLINGTON FINANCE CENTER P.O. BOX 1620 WILLISTON, VT 05495-1620 ATTN: ICE-DRO-SPC-ECC</p> <p>b. By facsimile (fax): (include a cover sheet with point of contact &amp; # of pages)</p> <p>802-288-7658</p> <p>c. By e-mail:</p> <p>Invoice.Consolidation@dhs.gov</p> <p>Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<a href="http://www.ccr.gov">http://www.ccr.gov</a>) prior to award and shall be notated on every invoice submitted to ICE on or after June 16, 2008 to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.</p> <p>2. In accordance with FAR 52.212-4 (g)(1), Contract Terms and Conditions <input type="checkbox"/> Commercial Items, or FAR 52.232-25 (a)(3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:</p> <p><input type="checkbox"/> An invoice must include:</p> <p>(i) Name and address of the Contractor; (ii) Invoice date and number; (iii) Contract number, contract line item number and, if applicable, the order number; (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered; (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 ACL2C0003/P00027

PAGE OF  
 3 3

NAME OF OFFEROR OR CONTRACTOR  
 AKAL SECURITY INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(vi) Terms of any discount for prompt payment offered;</p> <p>(vii) Name and address of official to whom payment is to be sent;</p> <p>(viii) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.)</p> <p>(x) Electronic funds transfer (EFT) banking information.</p> <p>(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.</p> <p>(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer; Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer Other Than Central Contractor Registration), or applicable agency procedures.</p> <p>(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>3. All other terms and conditions remain the same.</p>				

**QUESTIONS AND ANSWERS FROM 4-24-01 PRE-PROPOSAL CONFERENCE AND SITE VISIT FOR SOLICITATION ACL-0-R-0004, ELCENTRO SERVICE PROCESSING CENTER.**

**THE INS ANSWERED THE QUESTIONS THAT WERE ADDRESSED AT THE CONFERENCE TO THE BEST OF OUR KNOWLEDGE; HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR THEIR OWN "BEST" BUSINESS PRACTICE DECISIONS AND SHOULD STRUCTURE THEIR PROPOSALS ACCORDINGLY.**

**PLEASE NOTE – NO CHANGE WILL BE MADE TO THE REQUIREMENTS OF THIS SOLICITATION UNLESS AN AMENDMENT IS ISSUED BY THE CONTRACTING OFFICER.**

**1. HOW MANY SHIFT SUPERVISORS ARE ASSIGNED PER SHIFT?**

One supervisor is authorized per shift.

**2. WHO IS UTILIZED TO PERFORM THE T-B TEST?**

The Contractor is responsible for the T-B Test.

**3. HOW MANY SECURITY POSTS ARE LOCATED WITHIN THE FACILITY?**

Forty-three

**4. HOW MANY GOVERNMENT DETENTION OFFICERS ARE ASSIGNED PER SHIFT?**

There are fifteen per shift.

**5. DO THE CONTRACT SECURITY GUARDS REQUIRE A DIFFERENT UNIFORM FOR THE SUMMER?**

No change is required; however, they probably would want to wear a short sleeve shirt.

**6. IS GUARD TRAINING PROVIDED AT THE LOCAL COLLEGE?**

We are unable to provide you with that information.

**7. WHAT TYPE OF HAND HELD RADIOS DO THE CONTRACT SECURITY GUARDS UTILIZED?**

Presently the government Detention Officers are using a Motorola MT-2000; however they can be brand name or equal. They must be approved by the COTR.

**8. ARE ANY VEHICLES UTILIZED IN THE CONTRACT GUARD POSITIONS?**

No.

**9. WHAT LICENSING MUST WE OBTAIN?**

The Contractor must obtain licensing information. They must comply with all laws in that state.

**10. CAN YOU EXPLAIN LUNCH TIME OR BREAKS?**

You must rotate rovers for it. Planning lunch and breaks is the responsibility of the contractor. The Contractor is responsible for 8 productive hours per shift.

**11. CAN CONTRACTOR EMPLOYEES BUY THEIR LUNCH ON THE WORK SITE FOR \$1.25?**

If they are available, they can buy their lunches on site.

**12. WHAT IS THE CURRENT BID PRICE PER MAN-HOUR?**

The fully loaded hourly rate for Unarmed Guards is [b4] and the fully loaded hourly rate for the Supervisors is [b4]; however, many changes have been made in the statement of work in the new solicitation. ( Schedule B and Modification M002 is Attached)

**13. IS IT MANDATORY FOR THE OFFICERS TO WEAR DARK UNIFORMS?**

No. See page C-18. J. 1. First Two Sentences. “ The design and color of the Contractor’s uniforms shall not be similar to those worn by INS officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty.....”

**14. IS OVERTIME PAID BY THE GOVERNMENT?**

No.

**15. CURRENT VENDOR**

United International Investigative Service

**16. CURRENT BILLING RATE.**

See number 12 above

**17. EQUIPMENT (I.E. FLASHLIGHTS, GUNS, RADIOS) ASSIGNED TO A POST OR EACH INDIVIDUAL GUARD ASSIGNED EQUIPMENT. IF ASSIGNED TO POST, IS THERE A STORAGE AREA?**

No storage area will be provided. No Firearms are allowed. Guards must take flashlights and radios to the post with them. One or two posts have leg arms already provided.

**18. WHERE DO THEY DRAW THEIR EMPLOYEE'S FROM (AREA RECRUIT FROM IN PROXIMITY TO SITE)**

Normally, the local area, Yuma, San Diego and Indio; however, the government will not guarantee the availability of qualified personnel in these locations.

**19. MODE OF TRANSPORTATION FOR EMPLOYEES TO WORK.**

The government is not responsible for employee transportation to and from work. Employee transportation is the contractor's business decision.

**20. CALIFORNIA LAW REQUIRES VACATIONS TO BE PAID UPON TERMINATION AND ACCRUE TO THE DATE TERMINATION. FEDERAL LAW IS DIFFERENT AND DOES NOT ACCRUE TO THE DATE OF TERMINATION. FEDERAL LAW IS DIFFERENT AND DOES NOT ACCRUE UNTIL THE ANNIVERSARY DATE IS REACHED. HOW DOES THE SUAREZ DECISION EFFECT THIS CONTRACT REQUIREMENT?**

We are unable to provide legal advice to contractors.



**U.S. Department of Justice  
Immigration and Naturalization Service  
Administrative Center Laguna**

**ACL-0-R-0004**

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*24000 Avila Road  
P.O. Box 30080  
Laguna Niguel, CA 92607-0080*

**JUN 04 2001**

**To All Prospective Offerors:**

Enclosed are questions received from various vendors and INS responses regarding Solicitation ACL-0-R-0004 for Unarmed Guard Services at the Service Processing Center at El Centro, CA. In addition four amendments have been issued and must be acknowledged with your offer. If this does not match your records, please contact Linda Holder, Administrative Contracting Officer at (949)

b6

Offerors should review all amendments carefully as INS responses to questions enclosed may have changed with the issuance of the amendments.

Sincerely,

A handwritten signature in black ink, appearing to read "L. B. Allen", written in a cursive style.

**Lewis B. Allen  
Chief, Contracting and Procurement**

**Enclosures**

The following are questions and responses regarding Solicitation ACL-0-R-0004 for Unarmed Guard services at the INS Service Processing Center in El Centro, CA. However, you are cautioned to review the amendments since any questions that resulted in constructive changes to the solicitation are reflected in the amendments. Many of the questions are redundant and some have been edited for clarity.

1. **Why is the current incumbent contractor not continuing the rest of the Option Years in this Project (2/3/99- 2/28/04)?**

The Collective Bargaining Agreement covers the period from February 3, 1999 through February 28, 2004. This is the Union Agreement Between the Present Contractor and the Union. The Present Unarmed Guard Service Contract has been extended through and expires on July 31, 2001.

2. **How much is the billing hour for productive Detention Officer and Supervisor invoiced to the INS by the current incumbent contractor? Please define separately. The hourly rate for Unarmed Guards is [b4] and the hourly rate for the Supervisors is [b4] however, many changes have been made in the statement of work in the new solicitation. We are unable to define separately.**
3. **How much is the estimated annual contract value amount?** The contract value for the period from June 23, 2000 through July 31, 2001 is an estimated \$9,329,760.64.
4. **Does the INS provide an office space at El Centro Processing Center to the contractor for use as the Command Post? Yes**
5. On page C18, Chapter 2 (H), it states that relief is required to be provided by "undesignated officers". Does this mean that the "Rovers" will be providing the breaks during their regularly scheduled hours, or should the Contractor be providing additional "breaker" officers to provide relief during breaks that are required by law or by the CBA?

**See Revised Attachment 1, Postposition Man-Hour Chart, Amendment 004.**

6. On page K-9, Section K-7, the INS includes an evaluation preference for Hub Zone Small Business concerns, and for Small Disadvantaged Business concerns:

- A. In the case of a Hub Zone Joint Venture, how will the INS evaluate experience and past performance of the joint venture? Will the experience and past performance of both JV partners combined be considered as the experience and past performance of the joint venture?

**See FAR 19.1101.**

- B. Will a Hub Zone Joint Venture receive the full 10% evaluation preference?

**Yes, but see FAR 19.1101.**

- C. If a non Hub Zone offeror utilizes a Hub Zone small business as a tier one subcontractor (25% or more contract participation), will the INS give that offeror a proportional evaluation preference?

**No.**

- D. Paragraph (3) refers to an additional preference for a Hub Zone concern that is also a Small Disadvantaged Business. Far 52.219-23 leaves it to the Contracting Officer to determine the amount of the preference for the small disadvantaged concern. What is the amount of the additional preference that will be added to the 10% hub zone preference if the hub zone concern is also a small disadvantaged concern?

**Hub Zone Evaluations will be according to the Federal Acquisition Regulations. See FAR 52.219-23, Section I, I-23. Any further questions concerning Hub Zones should be referred to the SBA.**

7. Section I-16 states that past performance information is to be submitted with Volume 1 – Price Proposal.
- i. Does that mean that the entire response to Section I-17 (A.2) past performance is to be submitted with volume 1?

**Yes.**

- ii. Should the response to Section I-17 (A.1) experience be submitted with Volume 2 – technical proposal?

**Yes.**

8. Section M-3(C) under “Note” states “The contractor will not receive payment for the first month of performed services until the beginning of the third month of actual performance.” If the contractor is invoicing biweekly, and the government will pay within 30 days after receiving a proper invoice, would the contractor not receive its first month’s payment about midway through the second month of performance?

**Offerors should be aware there are start-up costs prior to any payments made under the contract. Actual Payment time for the first month is contingent upon receipt of proper invoicing. INS is only billable for the CLINS (guard services provided at post positions). The CLINS include all costs, profit and overhead.**

9. The INS has provided two CBAs to offerors. The first is titled “Attachment No. 3, Memorandum of Agreement between SPFPA, Local #823 and UIIS 11/2/2000 and agreement between UPGWA and its Local #823 and UIIS 3/22/1999 – 12/24/2004.



(This information applies to Solicitation Number ACL-0-R-0005; however, the same responses apply.)

- i. Did representation of employees change the UPGWA to SPF sometime before 11/2/2000?

**Questions concerning the Collective Bargaining Agreement should be submitted to the Collective Bargaining Unit.**

- ii. Does the UPGWA Agreement of 3/22/99 remain in effect, except as amended by the agreement with SPFPA?

**Yes.**

- iii. What is the obligation of a successor contractor under these agreements?

**Their Agreement remains in effect. See Service Contract Act.**

10. Will the INS provide offerors with a seniority list for current employees for the purpose of estimating vacation benefit eligibility on an equal footing with the incumbent contractor?

**See Revised Attachment 006, Seniority Dates, Amendment 004. The INS will not provide a list of the current employees.**

11. Is the contractor required to provide radio communications equipment? If so, what models of radios or specifications for the equipment are required?

**See Revised Page C-33, Chapter 10, Equipment and Supplies, C-4.**

12. Is the Training Officer a required, full-time Key Personnel Position, or can the position be staffed by an individual simultaneously working as the Project Manager or Supervisory Custody Officer?

**The Training Officer is not required to be a full-time Key Personnel position. A qualified individual, as a collateral duty, may provide the training; however, all positions must be covered while the training classes are being conducted.**

13. Is the 40 hours of on-the-job-training required for new Officer (Section C-5, A (3)) to be conducted during billable work time while the new Officer is covering an assigned post or position, or is this additional non-billable training time:

**Refer to Page B-2, Second Paragraph, Fourth Sentence.**

**“Man-hour unit prices shall include all costs (direct or indirect) profit and overhead. Cost include but are not limited to ...training time,”**

14. Does the additional 40 hours training during the first 60 days of employment (section C-5, A (4)) take place on the job, or in a classroom setting?

**The additional 40 hours should be conducted in the same manner as the first 40 hours.**

15. What is the annual refresher-training requirement for Supervisors?

**Refer to Page C-23, A.2. , First Paragraph and Revised Page C-24, B. Last Paragraph.**

**“ Refresher training shall consist of these critical subjects listed above and a review of basic training subjects and others as approved by the INS”.**

**“In addition to the refresher training requirements for all Custody Officers, supervisors must receive 16 hours of refresher training yearly relating to supervisory duties. Approval must be received by the COTR.**

16. Refer to Amendment 001, the revised “Entrance on Duty Date Information furnished by Amend. 001 show the earliest EOD dates to be 12/23/98. This information appears to be the employment date with the current contractor rather than the EOD. Information from other sources indicates current employees have EOD’s as early as 6/14/89. Please clarify as this information greatly impacts proposer’s cost of vacations.

**See Revised Attachment 6, Seniority Dates, Amendment 004.**

17. Page I-10, Item I-17(c) Financial Capability. Since this section requires submittal of company financial statements, commitments, loan guarantees, etc., it is unclear whether this information should be placed in the price proposal or the technical proposal. Please clarify which volume is to include this information.

**This information should be included with the price proposal.**

18. Re: Amend. 002 Questions & Answers from pre-proposal conference: Question 7 (radios) and Page C-33 concerning compatible communication equipment. You have identified that the government detention officers are using Motorola MT-2000 hand held radios. Q. What Band (UHF or VHF) and frequency range is being utilized? This information is needed to estimate the cost of programming the contractor furnished radios.

**VHF. See Revised page C-33, Chapter 10, and C. 4.**

19. Page C-19, K.1. Permits and Licenses, Discussions with the business-licensing agency indicate the services performed on Federal Property do not require a CA business license. Paragraph K.1. On page C-19, indicate contractor must meet state and local requirements.

Q. Is the El Centro Processing Center considered Federal Property?

Yes.

Q. Will the contract require the contractor to have a CA business license ?

**To the best of our knowledge, a business license is not required given that all work is to be performed on a Federal Facility; however, it is the responsibility of the offeror to contact the appropriate state licensing authority for a determination.**

20. See Chapter 5.A General Training Requirements – Page C-22, 2<sup>nd</sup> Paragraph.

? Shouldn't this be 80 hours of basic training instead of 40 hours?

No.

? Shouldn't paragraph 3 reflect a total of 200 hours training within the first year of employment instead of 160 hours?

No.

21. Does the INS Contracting Officer approve the release of personal resumes and letters of intent by incumbent contract management and supervisory personnel to potential bidders for consideration of including these materials in the applicable proposal IAW Section L-17 (b) of the solicitation?

**INS does not provide information on incumbent contract personnel**

22. Section J, Attachment 6. These attachments list the Entrance on Duty Date for Custody Officers. The earliest Entrance on Duty Date at both sites for any Custody Officer is 12/23/98. This date appears to coincide with date the incumbent contractor was awarded the contract and not the date the Custody Officers actually entered on duty. Because the CBA and the Service Contract Act directs the Custody Officers fringe benefits be based upon seniority, we required the actual Entrance on Duty Date, i.e. when the Custody Officer actually began work at the respective site, to properly price our proposal submission. To assist us in properly pricing this effort, request that you provide the actual Entrance of Duty Date for Custody Officers at both the El Centro and Florence centers.

**See Revised Attachment 6, Seniority Dates, Amendment 004.**

23. Reference Page 5, Notes to Offerors, Item 2. Are we correct in assuming the rates in the MOA dated 11/01/2000 (\$18.09/hr for Detention Officer; \$19.68/hr for Supervisor) are to be used when pricing the base year and all option years?

**The wages are negotiated yearly. Contact the Collective Bargaining Unit for further verification.**

24. Do the productive man-hours listed in Section B include relief hours?

**Yes. See B-2, Second Paragraph**

**“Costs include but not limited to relief guards.....”**

25. Reference page C-19, J.2 identification credentials. Are credentials to be issued by the Contractor or INS?

**See Revised Page C-19, Identification Credentials, Amendment 0004.**

26. Reference page C-11 and C-21. Several references are made to a training officer. Is the training Officer a direct bill position? If so, please identify CLIN.

**No, can only bill stated CLINS in Schedule B.**

27. Reference page C-15, D. Drug Testing. This paragraph speaks to Random Testing and “For Cause” testing. Is this in addition to annual testing or is the random testing to be accomplished on an annual basis? Are 5 or 10 panel drug tests required?

**See Revised Page C-15 from Amendment 0004. The drug panel test is a five-panel test. (See Chapter 4, B, 2<sup>nd</sup> Paragraph)**

28. Reference page C-23, Item 2, Refresher Training. Please verify the 40 hours of Refresher Training includes CPR, First Aid, and Blood-Borne Pathogen training.

**Yes.**

29. Reference page C-24, B. Supervisory Training. Please verify (1) the Refresher Training for the Supervisor Custody Officer is in addition to the hours for the Custody Officer; (2) Are the number of hours for the supervisor refresher training at the discretion of the contractor or does INS have a specific number of hours associated with the refresher training?

**In addition to the refresher training requirement for all Custody Officers, supervisors shall receive 16 hours of refresher training yearly relating to supervisory duties.**

30. Reference page C-25, E. Certified Instructors. Are contractor instructors certified by state or nationally recognized institution, considered acceptable instructors or are third party instructors required?

**Contractor Instructors certified by a state or nationally recognized institutions are considered acceptable if they meet the requirements as outlined in Chapter 5, Section C, Page C-25 and are approved by the COTR prior to the training course.**

31. Reference Page C-33, Item 4. INS requires communication equipment be compatible with INS communication equipment. Please identify the equipment in use by INS.

**See Revised Page C-33, Amendment 004.**

32. What is the value of the current contract?

**See Proposal Conference Questions Answers.**

#### Human Resources

33. Statement (C-13) B states that, "The Contractor shall not seek to utilize anyone on this contract that he knows has a criminal record." For what jurisdictions and for what period of time does the government require criminal record checks be made?

**The period of time the Government requires a criminal record check is seven years. Anyone possessing a felony record is not eligible to work under this contract.**

34. May the contractor assume that the evaluation to be made by the COTR under C.2, Sec C, Page 14 will be based on job related factors that are consistent with business necessity as required by the ADA?

**Custody Officers shall meet all guidelines as outlined in Section C of the solicitation.**

35. Chapter 2, Section C, Page 15, #7 states that, "Custody 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." Will the government specify the level of examinations or testing that it expects the contractor to administer to make these determinations?

**No, General observation by INS and Contractor staff shall be used to make these determinations. No other examinations or testing is required.**

36. Ch. 2. Sec. C, page 15, #9 states that, "Custody Officers shall report immediately any changes to 1) through 8) above, in a custody officer's health status to the COTR. If the

COTR determines that contractor employees do not meet minimum health standards, contractor's employee must undergo a "Fitness For Duty" examination at no cost to the Government." Is the Government requiring annual examinations?

No.

37. How many grievances have been filed by local union #165 in each of the past three (3) years pursuant to the collective bargaining agreement?

**Offerors must contact the Collective Bargaining Unit for any information relating to the agreement.**

38. How many of the grievances have proceeded to arbitration hearing en each of the past three (3) years pursuant to the collective bargaining agreements? If so, please provide information as to the issues, outcomes and provide copies of any arbitration decisions?

**Offerors must contact the Collective Bargaining Unit for any information relating to the agreement.**

39. Article 1 of the Collective Bargaining Agreement with local union #165 defines the bargaining unit as consisting of "detention officers and dispatchers" and expressly exclude "supervisors as defined in the National Labor Relations Act." However, the Addendum to the Collective Bargaining Agreement sets forth wage rates for detention officers and detention supervisors, but not dispatchers. Please clarify the following:

a. Is the dispatcher classification in Article 1 the same or different than the detention supervisor classification in the Addendum?

b. If they are not the same, which are the duties of each classification?

c. If the dispatcher/supervisor classifications are the same, is there a non-union supervisory force currently in place other than the project manager and assistant project manager?

d. If the dispatcher/supervisor classifications are the same, what supervisory duties do the detention supervisors have with respect to the detention officers who are in the same bargaining unit?

**Offerors must contact the Collective Bargaining Unit for any information relating to the agreement.**

40. Please verify that the contributions provided for in the Collective Bargaining Agreement are deposited into a Union-sponsored pension fund such that the

employer's only obligation is to make the stated contributions? If not, please provide information on the pension fund.

**Offerors must contact the Collective Bargaining Unit for any information relating to the agreement.**

41. Please confirm that the Employer's obligation pursuant to the Memorandum of Agreement is solely to pay \$2.56 per hour worked for full-time employees working 40 hours per week (and no longer to employees working 32 hours per week) and that the employees now receive benefits through a Union-sponsored fund (and no longer the employer-sponsored plan)?

**Offerors must contact the Collective Bargaining Unit for any information relating to the agreement.**

42. Please clarify how part-time vacation is calculated pursuant to the Collective Bargaining Agreement? Is a part-time employee who regularly works 32 hours per week entitled to one week per year? Does that rate change as the part-time employee becomes more senior? Is a part-time employee working less than 32 hours prorated based on one week of vacation?

**Offerors must contact the Collective Bargaining Unit for any information relating to the agreement.**

43. What are the annual employee turnover statistics for the last three years at El Centro?

**INS does not monitor nor maintain statistical information regarding the turnover rate.**

44. Have there been any strikes, lockouts, or other work actions at the El Centro location in the past three (3) years? If so, please provide information.

**The INS is not aware of any strikes, lockouts, or other work actions at the El Centro location.**

45. Chapter 10, section C, #5 makes reference to contractor provision of personnel protection equipment.

a. What job task(s) or work areas/conditions require the use of eye protection, other than provision of first-aid/CPR?

**See Revised page C-33.**

b. What job task(s) or work areas/conditions require the use of ear protection?

**None – See Revised Page C-33, Amendment 004.**

- c. If work areas have been identified for the use of hearing protection, will the customer provide a copy of the most recent sound level monitoring results, to the contractor? The contractor must ascertain the need for a hearing conservation program and training.

**No.**

46. Does the customer require the conduction of EKG, Chest X-ray, Urinalysis, Syphilis Serology, Microscopic, Blood type/RH, Psychological and/or Psychomotor tests, as indicated on form-88?

**Yes.**

47. The frequency at which employees are required to undergo a physical exam, other than the pre-employment exam, is unclear; in order to ensure that employees are able to meet the physical requirements of the job is it the customer's intention that we conduct yearly exams?

**No.**

48. In Chapter 6, Section I, reference is made to flammable, toxic and caustic materials, which would require Hazard Communication Training with CFR 1910.1200. Should the contractor assume Hazcom Training should be added to the list of training requirements?

**No.**

#### QUALITY CONTROL/TRAINING

49. Are these facilities ACA accredited?

**Yes.**

50. Does the Project Manager have an additional 40 hours of training to comply with ACA Standard 3-ALDF-1D-13, Administrative Staff training?

**Yes.**

51. Does the contract require an emergency unit as outlined in ACA Standard 3-ALDF-1D-16?

**No, applies to INS staff only.**

52. Does a Project Administer (pa) qualify as administrative staff per 3-ALDF-1D-13?



Yes.

53. What is the hourly requirement for annual supervisor refresher training?

**16 hours. See Revised Page C-24, Amendment 004.**

## **OPERATIONS**

54. Other than listed Supervisory Custody Officer's 3 shifts, are there any other supervisory positions? There does not appear to be adequate supervision listed in the RFP. Is this correct?

**See Revised Attachment 1, Postposition Man-Hour Chart**

55. The security officer post/position as it pertains to the shift, does not list actual post hours. We assume that the shift numbers 3 refer to day, swing, and nights; however, the number 2 and 1 do not indicate which shift the title is assigned to. Please clarify.

**See Attachment 1, Revised Postposition Man-Hour Chart, Modification 004.**

56. Are any of the incumbent employees bilingual or Spanish-speaking? How many, if any, are required to be bilingual or Spanish speaking per shift?

**See H-11, Page H-10, Language Requirements**

57. Clearances: What is the turnaround time for suitability checks from OPM? Can personnel work on waivers until cleared? How many position/posts fall into each high-risk level (1 through 6) as it pertains to the appropriate background check?

**The turnaround time for suitability checks from OPM is approximately 75-120 days. Security processes preliminary suitability checks which take 21-30 days. Custody Officers who pass the preliminary suitability checks may work on the contract until the OPM suitability check is completed and approved.**

**All postpositions are considered Level 6.**

58. Reference Section C, Ch. 5 Item D: What is the frequency of TB testing?

**Refer to Section C, Item 8, Page C-15.**

59. Reference Section C, Ch. 5 Item K: How much are guard licenses/permits? How often must these licenses/permits be renewed? What is the historical turnaround time for these licenses/permits?

**To the best of our knowledge, a business license is not required given that all work is to be performed on a Federal Facility. However, it is the responsibility of**

**the offeror to contact the appropriate state licensing authority for a determination.**

60. Reference Section C Ch. 6, Item A: Are there any x-ray machines?

**No.**

61. Are any waivers possible for training previously obtained, such as for law enforcement, military, corrections, or their equivalent?

**No.**

62. Existing equipment: Are there existing phone jacks for fax and telephone lines? What type of radios is considered compatible to connect through INS communications equipment?

**Yes there are phone jacks and telephone lines.**

**See Revised Page C-33, Amendment 004.**

63. Please define/describe the office space provided to the contractor (i.e. Number of office and size of space(s)). Are locker/break rooms and lunch facilities provided?

**A double module trailer is used with multiple office space, including restroom facilities, a small break room, plus an open work area, now being used as a briefing room, locker room, and break room area. The officers also use other available school size lockers in the Multipurpose Building.**

**Note: The module now is getting crowded due to the transfer of the wall lockers from another location. This is the only area available for the security work force at the present time, which can accommodate the existing work force. Perhaps some modification would have to be done to the module as a means to accommodate a larger staff.**

**Use of office space by security in the referenced module:**

- **Program Manager and Clerk – office 10' x 10'**
- **Supervisor's Officer – 18" x 12"**
- **Supply Storage (facility cleaning supplies) – 18' x 12'**
- **Break Room (small) – 10' x 10'**
- **Locker Room/Briefing Room /Break Room (all in one, which includes 30 double lockers) – 8' x 40'**

64. What are the hours of every post?

**Medical Postpositions:**

Day Shift: 6:00 a.m. – 2:00 p.m.  
Afternoon Shift: 2:00 p.m. – 10:00 p.m.

**Camp Detail:**

Day Shift: 6:00 a.m. – 2:00 p.m.  
Afternoon Shift: 2:00 p.m. – 10:00 p.m.

**All other Postpositions:**

Day Shift: 7:00 a.m. – 3:00 p.m.  
Swing Shift: 3:00 p.m. – 11:00 p.m.  
Graveyard Shift: 11:00 p.m. – 7:00 a.m.

**65. Reference Section J, Attachment 1:**

A. There appears to be an oversight on #4, supervisory custody officer jail, which shows three (3) shifts of 112 hours/8,736 annually. Should this reflect 24 hours per day, 3 shifts/168 weeks?

Refer to ACL-0-R-0005 Revised Man-Hour Chart for Florence Processing Center.  
This is not a question concerning ACL-0-R-0004.

B. How are rovers deployed per shift? Can they work as a supervisor and a rover?

**See Revised Attachment 1, Postpositions Man-Hour Chart, Amendment 004. No, Rovers are not Supervisors.**

C. Are officers allowed to break on another? Are relief hours built in to total hours listed? How are officers given breaks?

**Postpositions must be manned at all times. There are no Relief Postpositions on Attachment 1, Postpositions Man-Hour Chart. It is the contractor's responsibility to determine how officers will be given breaks and provide for Relief Personnel necessary.**

D. Other than the listed supervisory positions, are there any other supervisory positions?

**The Supervisory Postpositions are listed on the Attachment 1, Postposition Man-Hour Chart., Amendment 004. Contractor could have more but would not be directly billable.**

66. Will a task order be issued and awarded with notice to proceed at same time to obligate funds in order for contracts to start work and be able to bill for services?

**Notice to proceed will be issued first so the contractor can mobilize. Funded task order will be issued when the contractor has mobilized and is ready to perform.**

67 Will task order to be issued for know quantities to staff post at time of award? Will task orders be awarded with funding in a timely manner to ensure continued service?

**Funded task orders for all know quantities will be issued. Task order normally covers requirements for the base period (one year) if funding is available.**

68. What is lead-time for delivery of services after issuance of task order?

**Immediately**

69. What is procedure for issuance of task order and what form is to be used?

**Don't really understand the question. The order will be issued on standard INS order document.**

70. Does contractor submit invoices monthly or per task order as completed?

**You may bill at any interval you want but task orders are normally for a year. I suggest you may not want to wait a year to bill. Current contractors on our guard contracts bill every two weeks.**

71. In case of emergency, are oral orders to be authorized if task order cannot be written to meet response time?

**Yes, but not likely. Again, task orders normally cover a year.**

72. The current vendor (United International Investigative Service (UIIS) has an agreement with the United Plant Guard Workers of America (UPGWA). Will a new vendor be responsible for any part of the agreement that UIIS has with UPGWA or will the new vendor negotiate a new agreement?

**The new contractor inherits the agreement.**

73. Section C, II, Chapter 5, A.1, Page C-23 Amendment 002 to solicitation changed the hours of selected basic training subjects numbers 9 and 16. Do these changes also apply to solicitation ACL-1-R-0005?

**See Revised Page C-23, Amendment 004.**

74. Section A, Amendment 2 for solicitation ACL-0-R-0005 included a copy of a contract modification pertaining to wage adjustments for the Union at the El Centro Service Processing Center. As this does not have any applicability to the Florence Service Processing Center, is there a similar modification that does apply?

**The information pertaining to contract pricing for El Centro Service Processing Center was inadvertently sent with the Florence Service Processing Center Amendment 002.**

75. Attachment No. 1, Postpositions Man-Hour Chart, Page 1. The man-hours per week and man hours per year columns for positions 4 and 5 are inconsistent. For staffing and pricing purposes, please clarify the entries across each column for these two positions.

**See Revised Attachment 1, Postposition Man-hour Chart, Amendment 004.**

76. Section C, II, Chapter 10, C.4, page C-33. To assure compatibility with INS Communication equipment, please specify whether radios at the El Centro and Florence sites are UHF or VHF.

**The radios at the El Centro Service Processing Center are VHF. See amendment 004 for changes to solicitation ACL-0-R-0004.**

77. Attachment No. 1 Postpositions Man-Hour Chart and Attachment No. 3, CBA. For pricing purposes and because of shift differentials specified in the CBS, please specify the starting and ending hours of each shift.

**See Revised Attachment 1, Postposition Man-hour Chart, Amendment 004.**

78. Attachment No. 1, Postpositions Man-Hour Chart. For pricing purposes, please specify the actual shift for positions listed as "1" and "2" in this chart. Are bidders to assume all single shift requirements, i.e. are for the day shift and that 2 is for day and swing shifts?

**See Revised Attachment 1, Postposition Man-hour Chart, Amendment 004.**

79. Section C, II, Chapter 10, C.5, Page C-33. Please specify the type and purpose of personnel protection equipment. Does this equipment relate to riot control gear or personal protection from infectious disease?

**The personal protection equipment does not refer to riot control gear. The contractor shall provide fully operational Personal Protective Equipment (PPE) required by OSHA standards or ACA standards to include but not limited to: gloves, ear, eye, and respiratory protection. CPR masks are recommended; but not required. See Revised Page C-33, Amendment 004.**

80. Section C, I, F, Page C-8. When will the listed items be provided to the contractor?

**After award of the contract, the contractor will be supplied with these items.**

81. Section C, II, Chapter 4, B, Page C-24. How often must supervisors receive refresher training relating to supervisory duties? How many hours of supervisory refresher

training is required? Is this refresher training in addition to the basic 40 hours of refresher training?

**See Revised Page C-24, Amendment 004.**

82. Section M, M-4, Page M-6. Will the price proposal be evaluated in relation to cost realism or by lowest bid?

**The INS reserves the right to eliminate from consideration any price proposal in the technical range where the aggregate of the costs is obviously too low to provide the level of services identified by agency.**

84. What guarantee does the contractor have that the task order will be issued, and contractor will be paid with 2 weeks to 30 day following the billing?

**None, however, the guard requirement currently exists. Payment is in accordance with the Prompt Payment Act.**

85. To recoup mobilization expenses in first year will the contract award consider a multiple year average cost of service to the INS?

**No**

86. Will lead time for task orders specify hours required so stand by personnel can be scheduled?

**The task orders will specify hours.**

87. Will task orders be issued on DD1155, or another government obligating form?

**Yes**

88. Section J, Attachment No. 1, POSTPOSITIONS MAN-HOUR CHART, page 1, for ACL-0-R-0004 and page 2 for ACL-0-R-0005. There are six postpositions titled INS Designated Assignment, all of which are 1 shift 7 days per week. For staffing and pricing purposes, please clarify if all six post positions pertain to just the Day Shift or are they allocated equally between all three shifts, i.e., 2 each for the Day, Swing and Graveyard Shifts?

**1 Shift Equals Day Shift Only**

89. With the past amendment to both solicitations, we have been provided a letter responding to each of our questions. We have not yet received questions by other offerors and your responses. Please advise when these questions and answers will be made available?

**We will be consolidating the questions with the responses and sending them out immediately.**

90. In the original solicitation for RFP # ACL-0-R-0004, Section C, Chapter 5 (Training), paragraph 1, page C-23, it addresses the Basic Training Subjects to be given to security officers. In this section, the training required was for a minimum of 40 hours. In Amendment for Solicitation ACL-0-R-0004 (El Centro) it did not change anything dealing the minimum hours for the Basic Training requirement. However, in ACL -0-R-0005 (Florence), the amendment showed an increase for the Basic Training from 40 hours to 80 hours. The amendment specifically showed changes to two subjects:

Lesson 9, INS Use of Force Policy for 2 hours was changed to INS Use of Force Policy and Tactics for 40 hours.

Lesson 16, Courtroom Demeanor for 1 hour was Courtroom Demeanor for 3 hours.

Was this change to the Basic Training Subjects requirements suppose to be for both El Centro and Florence facilities? Or were the changes only for the amendment addressing the Florence Processing Center?

**No. The changes were made only in the Florence Service Processing Center Solicitation, ACL-0-R-0005. See Amendment 004 for new revisions.**

93. When is the new wage rate increase of 6% going to be applied?

**Contact the Union Representative for questions concerning the Collective Bargaining Agreement.**

94. Can the successful contractor replace the current incumbent company Project Manager after the contract award?

Yes

95. When is the start date of the service contract?

**The information will be stated on the Notice to Proceed.**

The following contractor questions pertain to: HSCEDM-09-R-00008 (El Centro)

1. Section B, CLINs, Transportation Services: In order to ascertain the quantity of 40-48 Passenger Vehicles and less than 40 Passenger Vehicles, can ICE provide the number of transportation shifts per day and the number of these vehicles needed per shift. Can ICE provide the volume of detainees per trip, per shift, per day? Can ICE provide a log of the most recent year's provided transportation services?

**A: Transportation is not currently contracted out at this facility. Transportation is accomplished by ICE at this time and there is no statistical data as to the amount of vehicles used during shifts or amount of detainees moved per trip. ICE currently has a fleet of five 48-50 passenger buses, one 24 passenger bus and eighteen 13 passenger vans. Although, you must realize we do have back-up vehicles to use while line vehicles are in for service. We do conduct movements at times that include up to 140 detainees while still operating other details with detainee movement. The offeror is responsible for proposing a solution to the requirements of the RFP.**

2. Section B, CLINs, Transportation Services: Can ICE provide historic information of the number of hours, events, frequency, time, etc. of the travel costs of Detention Officers that exceeded the standard working hours?

**A: This information is not available.**

1. On page 24 there appears a chart indicating 5 2-member teams are required M-F for each 24 hour period or 400 hours (10 officers x 8 hours x 5 days) for the week; and 3 2-member teams required S-S-H for each 24 hour period or 96 hours (6 officers x 8 hours x 2 days) a week. This totals out at 25,792 total "transport" hours; however, attachment one totals 29,120 annual transport hours.

**A: The chart is giving the minimum of the requirement, the contractor may propose more teams but the minimum is 5-two person teams M-F and 3-two person teams weekends and holidays. The attachment 1 provides an estimate based on the population current needs.**

2. Page 25, LOCATION CHART.

Is the correct interpretation of this chart as follows?

For Centinela State Prison, 7 trips of 32 miles each per week? Or this a monthly frequency? Or do you mean 224 trips per year of 32 miles?

**A. The charts are being amended as follows:**

Routes	Pick up Location	Mileage (Round Trip)	Miles per week	No. of Trips per week
1	Centinela State Prison	32	160	5
2	Calipatria State Prison	54	270	5
3	San Diego Detention Facility (Points in Between)	240	720	3
4	Otay Mesa (Full Name Listed)	260	780	3
5	Calexico Port of Entry	30	150	5



6	Imperial County Jail, Sheriffs Office	8	24	3
7	Los Angeles Detention Office (or Points in Between)	400	2000	5
8	El Centro Regional Medical Center	4	12	3
9	Pioneers Memorial Hospital	30	90	3

3. Page 25, para 5(b) If one officer is assigned to guard a detainee in a hospital for a 24 hour period, are we required to "relieve" these officers or may they take "in area" restroom and lunch breaks?

**A: Detainees must be guarded at all times. If a guard takes a break, he or she must be relieved.**

4. Page 27 para C. Health Requirements: As written, the SF 88 could require a visit to a doctor, a dentist, an eye doctor and extensive lab work. Is a dental exam performed by a dentist required, or is a physician allowed to perform a cursory exam without requiring x-rays; in addition, are the serology lab tests in Block 19 required?

**A: All exams required on the SF88 must be accomplished by the appropriate medical personnel.**

<p>18. DENTAL (Place appropriate symbols, shown in examples, above or below number of upper and lower teeth.)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td style="text-align: center;">3</td> <td style="text-align: center;">Restorable</td> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td style="text-align: center;">3</td> <td style="text-align: center;">Non-restorable</td> <td style="text-align: center;">X</td> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td style="text-align: center;">3</td> <td style="text-align: center;">Missing</td> <td style="text-align: center;">X</td> <td style="text-align: center;">X</td> <td style="text-align: center;">X</td> <td style="text-align: center;">Replaced</td> <td style="text-align: center;">( X )</td> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td style="text-align: center;">3</td> <td style="text-align: center;">Fixed</td> </tr> <tr> <td style="text-align: center;">32</td> <td style="text-align: center;">31</td> <td style="text-align: center;">30</td> <td style="text-align: center;">Teeth</td> <td style="text-align: center;">32</td> <td style="text-align: center;">31</td> <td style="text-align: center;">30</td> <td style="text-align: center;">Teeth</td> <td style="text-align: center;">32</td> <td style="text-align: center;">31</td> <td style="text-align: center;">30</td> <td style="text-align: center;">Teeth</td> <td style="text-align: center;">32</td> <td style="text-align: center;">31</td> <td style="text-align: center;">30</td> <td style="text-align: center;">Teeth</td> <td style="text-align: center;">32</td> <td style="text-align: center;">31</td> <td style="text-align: center;">30</td> <td style="text-align: center;">Teeth</td> <td style="text-align: center;">32</td> <td style="text-align: center;">31</td> <td style="text-align: center;">30</td> <td style="text-align: center;">Partial</td> </tr> <tr> <td style="text-align: center;">0</td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: center;">/</td> <td></td> <td></td> <td></td> <td style="text-align: center;">X</td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: center;">X</td> <td style="text-align: center;">X</td> <td style="text-align: center;">X</td> <td style="text-align: center;">by</td> <td style="text-align: center;">( X )</td> <td></td> <td></td> <td></td> <td style="text-align: center;">( X )</td> <td style="text-align: center;">Dentures</td> </tr> </table>																0	1	2	3	Restorable	1	2	3	Non-restorable	X	1	2	3	Missing	X	X	X	Replaced	( X )	1	2	3	Fixed	32	31	30	Teeth	32	31	30	Teeth	32	31	30	Teeth	32	31	30	Teeth	32	31	30	Teeth	32	31	30	Partial	0					/				X					X	X	X	by	( X )				( X )	Dentures	REMARKS AND ADDITIONAL DENTAL DEFECTS AND DISEASES	
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**19. TEST RESULTS (Copies of results are preferred as attachments)**

A. URINALYSIS: (1) SPECIFIC GRAVITY		B. CHEST X-RAY OR PPD (Place, date, film number and result)	
(2) URINE ALBUMIN	(4) MICROSCOPIC		
(3) URINE SUGAR			
C. SYPHILIS SEROLOGY (Specify test used and results)	D. EKG	E. BLOOD TYPE AND RH FACTOR	F. OTHER TESTS

breaks and therefore this period would be paid. Is that a correct presumption.

We are also presuming that all breaks (which must be net 10 minutes x 2 per 8 hour shift) are also paid. Is this correct?

Neither issue is addressed in the CBA.

**A: The contractor must comply with all state and local laws as they relate to labor.**

7. Page 35, para C. What is ratio of detainees to Housing Officers in each housing unit, such as 50 detainees to each housing officer? If ratio exceeds 50, will the contractor be required to provide an additional housing officer?

**A. The RFP will be revised to include the requirement for the contractor to provide a second officer per housing unit. Of the two detention officers in each housing unit, one must be the same gender as the detainees in the housing unit.**

8. Page 36, para I. Attachment 1 contains "Mail Man" and a "Detainee Mail Man" post. Are these officers responsible for all incoming facility and detainee mail or is mail pre-sorted into ICE mail and contractor/detainee mail by an ICE employee?

**A. The mailman and the detainee mailman are two different posts, the mailman is responsible for all incoming mail. Detainee mailman is responsible for delivering the mail to the detainees. The contractor is responsible for sorting all mail.**

9. Page 37 para M. What "intermediate devices" are authorized for this facility?

**A: The intermediate devices authorized for this facility are listed in the ICE/DRO Detention Standard entitled "Use of Force and Restraints".**

10. Page 38, para R and Attachment 1; what post is associated with safeguarding detainee funds, or is the contractor to provide clerical staff to account for and dispense detainee cash?

**A: Currently, the processing officer and the supervisor are responsible for safeguarding detainee funds. However, the Offeror is responsible for proposing a solution to the requirements of the RFP.**

Other Detainee service questions:

Attachment 1 does not specifically list several positions addressed in questions above and it does not specifically require admin/clerical workers for detainee services:

11. Does the contractor provide managers/workers for any facility maintenance functions?

**A: No**

12. Assuming detainee cleaning crews (in addition to detainees) clean housing units, there does not appear to be a post associated with "housekeeping". Does the contractor provide any janitorial labor/equipment/supplies, or a detainee labor supervisor?

**A: The offeror is responsible for providing a solution to the requirements in the RFP. Equipment and supplies are provided by the Government. The contractor is responsible for oversight of the detainee workforce.**

13. Page 39, Subsection 7: DCT requirements.

How many personnel comprise one team?

**A: The industry standard is a 12 person team to include a supervisor; however, the offeror is responsible to propose a solution to the requirements of the RFP.**

Is a team required for each shift?

**A: The offeror is responsible for proposing a solution to the requirements stated in the RFP.**

What equipment is required for the DCT? (Such as neck/chest protectors, elbow, knee, shin protectors, batons, shields, helmet with face mask?)

**A: Equipment requirements are listed in the Performance Based National Detention Standard Number 18 "Use of Force and Restraints."**

Can equipment provided for riot control be used by the DCT in lieu of providing "x" amount for DCT and additional "y" amount for riot control?

**A. Yes**

How many sets of riot gear are required, and what constitutes one set?

**A: The offeror is responsible for proposing a solution to the requirements stated in the RFP. Equipment and riot gear are listed in the Performance Based National Detention Standard Number 18 "Use of Force and Restraints."**

14. Page 39, Subsection 7, paragraph A: "The Contractor shall establish and maintain a Disturbance Control Team..." What equipment must be provided by the Contractor for the Disturbance Control Team? Is there a requirement as to the number of people that must be trained for this duty?

**A. See above. The offeror is responsible for proposing a solution to the requirements stated in the RFP.**

14. Page 41 para B. What is the square footage of office space provided to the contractor for PM and administration personnel? Is space provided sufficient for Human Resources activities such as processing new hires, maintaining on-site employee files, contractor overhead staff?

**A: Office space will be provided for the Project Manager, administrative personnel and human resources.**

15. Is any government space on site provided for contractor training?

**A: Yes**

16. Page 41, para C. Radios. Do radios utilized within the facility require encryption? (Basic, inexpensive Motorola models are compatible with Motorola 3000/5000, however, if encryption is required, the radios are VERY expensive)

**A. Radios used within the facility do not require encryption. However, the RFP will be revised to reflect that the encrypted radios for transportation duties only will be provided by the Government.**

17. Page 42 para D-4 states uniformed supervisors receive ammunition; attachment 1 does not reflect any armed supervisor posts; does this infer that transportation supervisors are armed? Are there any other armed supervisor posts?

**A: Transportation supervisors must be armed, however, there are no armed supervisor posts within the facility.**

18. Are any guard posts other than the main gate "armed"?

**A. No**

19. Page 42, para D-9; is there currently an "armory" area within the facility? May the contractor use this area if it exists?

**A. No, the contractor is responsible for proposing a solution to the requirements stated in the RFP.**

20. Is there a weapons clearing area with clearing barrels available on site?

**A. Yes.**

21. Does the contractor provide clearing barrels?

**A. No, the government will provide the clearing barrels.**

22. Is there an ICE firing range on site? If so, is the contractor permitted to use the range?

**A. No**

23. How much general storage space is provided on site for the contractor to utilize for such things as weapons/ammo storage, and detainee linens/other detainee supplies?

**A. There is no weapons and ammo storage within the facility. Storage for detainee linen and other detainee supplies will be provided by the government.**

24. Is any off site office/storage required?

**A. No; however, the offeror is free to propose potential solutions to the requirement of the RFP.**

25. Page 42, Para D-24. What intermediate weapons are required and in what quantities?

**A. The intermediate weapons and quantities are specified in the ICE/DRO detention standards.**

26. Attachment 1 provides 3 library officers; do these posts cover both general library and law library?

**A. Yes**

27. Attachment 1 does not include a Barbershop/Beauty shop post? Is one required? Who provides barber services, equipment and supplies?

**A. The government provides the equipment and supplies; however, detainees through detainee workforce provide barber service.**

28. Detainee work details (page 39, subsection 6). Attachment 1 provides laundry officers, Kitchen and "meal" officers; and 2 "detail" officers; do details include vehicle cleaning and/or general office/facility cleaning crews?

**A. No.**

29. Are these the only work details provided, or do detainees provide paint details as well?

**A. The detainees may be utilized through the detainee workforce to provide paint details.**

30. If paint details are performed, who provides respirators?

**A. The government provides respirators**

31. Attachment 1 provides 3 recreation officers and 2 Recreation Specialists. What is the difference? Are recreation specialists, trained as such, required/provided by the contractor?

**A. The recreation specialists put the recreation program together including activities such as the library, dispensing game equipment, soccer balls, etc. The recreation officers**

**supervise detainees during recreational activities. The offerors are responsible for providing solutions to the requirements in the RFP.**

32. Do all 5 day posts (such as bailiffs) include Federal Holidays occurring Monday – Friday?

**A. Normally a 5 day post would include federal holidays falling Monday - Friday, however, a post such a bailiff would not be needed on a federal holiday falling on Monday – Friday.**

If they do not, then would not the following apply?

For 2009, M-F = 365-104 weekend days and – 9 weekday holidays =  $252 \times 8 = 2,016$  hours.

For 2010, M-F = 365-104 weekend days and 8 weekday holidays =  $253 \times 8 = 2,024$

For 2011, M-F = 365-104 weekend days and 8 weekday holidays =  $253 \times 8 = 2,024$

For 2012, M-F = 366 (including Wed Leap Day)-104 weekend days and 8 weekday holidays =

$254 \times 8 = 2,032$

For 2013, M-F = 365-104 weekend days and 10 weekday holidays =  $251 \times 8 = 2,008$

For 2014, M-F = 365-104 weekend days and 9 weekday holidays =  $252 \times 8 = 2,016$

To ensure accuracy, please confirm that posts ARE including the holidays, or indicate which 5 days posts do and which do not.

**A: Offerors are required to propose a bed date rate based on the estimates provided in CLIN 0001. It is the offerors' responsibility to determine manning levels to ensure detainees are guarded at all times.**

If the posts do NOT include holidays, can we use an “average” number of days x hours such as 252.8 to include these variations and the leap year?

**A. The contractor is responsible for proposing a solution to the requirements stated in the RFP.**

33. Will the Contractor be obligated to offer employment to current employees?

**A. No**

34. Numerous references are made to ACA standards. Is the facility currently ACA accredited?

**A. Yes.**

35. Can the Contractor utilize its own policy and procedures as long as they are ACA compliant and adhere to National Detention Standards?

**A. Yes**

36. We noticed there is only one courtroom. Are there any off-site court trips?

**A. There are two courtrooms, a large one and a small one. Off-site court trips are currently frequent due to maintenance in the court area. When the maintenance has been finished, off-site court trips may occur from time to time, depending on the judge.**

37. Is there a Legal Orientation Program? If so, how many days per week and hours per day?

**A: No.**

38. How many off-site medical trips are conducted each day?

**A: The information is not available.**

39. Is the Contractor required to provide armed bailiffs for off-site court appearances?

**A. Yes.**

40. Will Contractor staff or ICE run Receiving and Discharge?

**A: The Contractor.**

41. What is the ratio of detainees to showers?

**A. There are 8 showerheads in every housing unit.**

42. Do the four negative air pressure rooms deliver 6 air changes per hour or 12 air changes per hour?

**A. 12 per hour.**

43. What is the rate of incidents such as assaults, fights, contraband, etc.?

**A. The information is not available.**

44. There are two Food Service Administrators, one private and one ICE. Is this temporary?

**A. Yes it is temporary. The contractor is required to provide a food service administrator.**

45. A full time Nakamoto compliance officer is present. Would the Government provide a copy of recent monthly reports?

**A. No.**

46. Are 40 passenger buses + up to 4 crew, and 10 passenger vans + 2 crew adequate?

**A. The contractor is responsible for proposing a solution to the requirements of the RFP.**

47. Are all off site escort officers armed?

**A. Yes.**

48. Page 15, "On call Post/Remote Custody Officer Post." Are these posts considered hospitalization posts? Are they billable under Clin 0002?

**A. The posts are not necessarily considered hospitalization posts. They would be billable under CLIN 00002.**

49. In the solicitation for El Centro the wage determination refers to Custody Officers. Is this rate the same as for a Detention officer? The Union agreement refers to Detention Officers and not Custody Officers, that's why I am asking.

**A: The collective bargaining agreement (Attachment 2) uses the term Custody Officer. The wage determination (Attachment 3) is for food service only. The offeror is advised to read the description of duties related to each labor category when preparing their proposal.**

50. Can ICE provide the make and model of the current firearm being utilized by the incumbent work force?

**A. The current requirement is for a standard police-type semi-automatic weapon as stated in Subsection 8, Paragraph D.3.**

51. Will any of the required detainee transport cross State lines?

**A. Infrequently, if at all.**

52. Please clarify which Food Service Labor Classifications apply to this contract.

**A. The contractor is responsible for proposing a solution. Please refer to Attachment 3 of the RFP.**

53. Please identify the security requirement for the installation of the detainee location monitoring system, as part of the ICE DRO Modernization program (awarded to Northrop Grumman). Please clarify if the contractor needs to include costs associated or required with staging and installing the system at the facility during the performance period?

**A. This RFP does not include any requirements for the installation of the detainee location monitoring system. The contractor should only include costs as specified in the RFP.**

54. We understand that the Service Processing Centers (SPC) will move to the new ICE Performance Based National Detention Standards in April of 2009. As such, can ICE please confirm which set of performance standards apply to this RFP (National Detention Standards for Performance Based National Detention Standards)? Have the PBNDS outcome measures for each performance standard been established for the SPCs? If so, can ICE please provide these for the prospective bidders?

**The ICE Performance Based National Detention Standards (PBNDS) were issued in September 2008. Every reference in the RFP to the former ICE/DHS Detention Standards will be replaced with the PBNDS.**

55. Please clarify if it will be the contractor's responsibility to determine the alienage of the detainees.

**A. No.**



56. Please identify the security requirement for the installation of the detainee location monitoring system, as part of the ICE DRO Modernization program (awarded to Northrop Grumman). Please clarify if the contractor needs to include costs associated or required with staging and installing the system at the facility during the performance period?

**A. The RFP does not include any requirements for the installation of the detainee location monitoring system. The contractor should only include costs as specified in the RFP.**

57. Section C, Contract Objectives, Item A.3 (page 8): How many unauthorized access attempts/successful unauthorized access events and attempted escapes have occurred during the prior performance period? If there were any events, were any of these attributed to physical plant deficiencies that have not been addressed?

**A. The information is not available.**

58. Section C, Contract Objectives, Item A.4.2 (page 8): Have there been any conditions of confinement or CRIPA findings at the facility?

**A. The information is not available.**

59. Section C, Contract Objectives, Item A.3 (page 8): How many unauthorized access attempts/successful unauthorized access events and attempted escapes have occurred during the prior performance period? If there were any events, were any of these attributed to physical plant deficiencies that have not been addressed?

**A. The information is not available.**

60. Section C, Contract Objectives, Item A.4.2 (page 8): Have there been any conditions of confinement or CRIPA findings at the facility?

**A. The information is not available.**

61. Section C, Contract Objectives, Item B General (page 10): ICE reserves the right to operate the facility at 10% over capacity at no additional cost to the Government. How often has the facility operated above 100% capacity in the past five years?

**A. The facility has not operated above 100% capacity in the last five years.**

62. Section C, Contract Objectives, Item C Explanation of Terms (page 16): Weapons – Is Mace or other chemical agents used routinely within the facility? Do they represent general issue items?

**A. No. Reference National Detention Standard entitled “Use of Force and Restraints”.**

63. Section C, Contract Objectives, Item D Ambiguities (page 17): States “Should a conflict exist between any of these standards, the most stringent shall apply.” However, on page 10, it states, “Some ACA standards are augmented by ICE policy and/or procedure. In cases where other standards conflict with DHS/ICE Policy or Standards, DHS/ICE Policy and Standards prevail.” Please clarify which applies?

**A. Reference Section C, Contract Objectives, Item D Ambiguities – “If the Contractor is unable to determine which standard is more stringent, the Contracting Officer shall determine the appropriate standard.” In general, ICE policy and standards follow ACA standards.**

64. Section C, Subsection 1, QCP (page 18): Quality Control Plan – Do the audits have to be completed on site or can they be conducted remotely/via video conference?

**A. This would be an onsite audit for compliance with the Contractor’s Quality Control Plan.**

65. Section C, Subsection 1, Item L.2 (page 22): When does the Contractor have to notify COTR/ICE designee of detainee request for medical treatment - immediately upon notification by the detainee or within a specific period of time (one hour, three hours, etc.)? Does this include evenings, weekends, holidays, etc.?

**A. The contractor notifies USPHS of all detainee requests for medical treatment immediately.**

66. Section C, Subsection 1, Item L.3 (page 22): Will USPHS staff screen for Suicide Risk upon arrival at the facility. Will the outcome of the health care screening be made known to Contractor’s staff to ensure proper precautions are followed?

**A. Arrivals to the facility are screened by DIHS as soon as possible. Yes, the outcome will be forwarded to the appropriate section.**

67. Section C, Subsection 1, Item L.3 (page 22): What is the average detainee population housed in the infirmary at any one time?

**A. The average is five, the capacity is ten.**

68. Section C, Subsection 1, Item L.3 (page 22): Is USPHS responsible for providing and maintaining first aid kits and AED’s?

**A. The Government maintains the first aid kits. Only Government personnel operate AEDs.**

69. Section C, Subsection 1, Item L.4 (page 24): Will ICE provide sufficient space for vehicle parking and washing area for buses, vans, etc. Please clarify if there are any associated costs for parking at the Service Processing Center. Are there any associated costs for parking at any of the medical facilities, courthouses, etc. as part of the detainee transport?

**A. The Government will provide parking for buses, vans, etc. There are no associated costs for parking at the SPC. The cost of parking at medical facilities, courthouses etc. will depend on the particular facility. It would be impracticable to list all potential facilities and parking rates. A washing area for vehicles is not provided.**

70. Section C, Subsection 1, Item L.4.d (page 24): Please clarify what equipment and modifications are required in accordance to the ICE National Detention Standards for each Transport Vehicle.

**A. Attached to this amendment is a copy of the Detention and Removal Operations Policy and Procedures Manual, Appendix 32-1, Vehicle Ordering Menu.**

**Please note: all vehicles must comply with Department of Transportation requirements, including restrooms, handicapped access, temperature controls, etc.**

**Offerors are responsible for providing a solution to the requirements for vehicle equipment meeting the requirements of the Performance Based National Detention Standards. Below is a sample list of vehicle equipment.**

- **Mobile radio(s) able to communicate on frequencies used by Border Patrol and other law enforcement agencies;**
- **Cellular Phone (backup communication system)**
- **In the forward baggage compartment, two equipment boxes containing:**
- **Box#1: large bolt cutters, fuses, fan belts, jack, small hand tools, flashlight, lantern, rags, disposable trash bags, broom, ground cloth, two sets of coveralls, and work gloves (Fleet officer/shop supervisor maintains inventory; checks written inventory quarterly).**
- **Box #2: Transmission fluid, water for radiator, oil, toilet disinfectant, extra fire extinguisher(s), road flares, and reflectors ( transporting officers record amount and date used and by whom on inventory sheets kept in box 2, likewise maintaining MSDS sheets as necessary).**
- **Other equipment may be added as necessary (transporting officers shall provide supervisors with written notification of inventory needs, including items that need replenishing or replacing).**
- **First-aid equipment bag (disaster kit), auxiliary to the first-aid kit the driver's compartment (officers shall document each emergency requiring first-aid treatment, including whether and how quickly the injured received proper medical care);**
- **Emergency blankets equal to the rated capacity of the vehicle;**
- **Boarding bag containing extra forms, camera that produces instant photographs, film, batteries, emergency phone numbers: ICE DRO offices, local police, state police, etc.;**
- **Spare tire and snow chains (if applicable);**
- **Restraining equipment, including, at minimum: Buses-50 sets of waist chains; 50 sets of leg irons; 2 sets of leg irons modified for use as hand cuffs (extra-large); other vehicles-equipment equal to the rated capacity of the vehicle.**
- **All restraining equipment must be of high quality and needs to be maintained in good operating condition and kept in the forward baggage compartment with the other supplies.**

71. Section C, Subsection 1, Item L.4.f (page 24): Please clarify the quantity and type of restraint devices needed for the contract.

**A. A definition of Restraint Equipment is included under the Section for Explanation of Terms. The types and quantities for transportation restraint equipment is contained in the ICE/DRO Detention Standard entitled "Transportation (by Land)." The offeror is responsible for providing a solution to the requirements in the referenced paragraph.**

72. Section C, Subsection 1, Item L.4.n (page 25): Please clarify the chart indicating "Frequency" of transportation routes. How many daily and/or weekly routes are required? Will any of these trips require transport outside of the State? How many ad hock trips are taken estimated daily and weekly? Can ICE provide an average number of detainees on these routes?

**A. Frequencies are provided in the referenced table. It is not likely, but possible, that transportation will take place outside of the State. The table provided includes all known routes and frequencies. The average number of detainees on the routes is not available. The table in the RFP is being revised, see the revised table provided in the response to a previous question.**

73. Section C, Subsection 1, Item L.5 (page 25): Can ICE provide an estimate based on historic data on the amount of time (days/hours) detainees may have to spend at medical facilities that require stationary guard services.

**A. The information is not available.**

74. Section C, Subsection 1, Item L.7 (page 26): Will detainees always be returned without escorts on the plane? If there is an escort, does the Detention Officer have to wait for gate agent confirmation of the plane being in flight?

**A. In accordance with referenced paragraph, the contractor is required to escort the detainee onto the aircraft and remain at the gate until aircraft is airborne and verify verbally with carrier gate attendant that aircraft in is flight.**

75. Section C, Subsection 3 (page 32): Please clarify if contractor is to provide ICE Van training Driving Course?

**A. Yes.**

76. Section C, Subsection 3, Item A.3 (page 33): Will ICE provide training on detainee processing to include a period of "On the Job Training" specific to the detainee processing? Will this include training on all of the required Government forms? Will the Government provide all of the required forms?

**A: The Government will provide training and all required forms regarding detainee processing.**

77. Section C, Subsection 3, Item C Proficiency Testing (page 34): Are tests expected to be independently validated (i.e. bias based on gender/ethnicity etc.)? If not, this could lead to challenges with whether the testing is biased.

**A. No, tests are not expected to be independently validated.**

78. Section C, Subsection 4, Item K (page 36): Will ICE provide copies of the postorders to bidders? Can the successful contractor add to post-orders? If so, does this require COTR permission/authorization?

**A. The Government will not provide copies of the post orders to bidders. The successful contractor can make recommendations for additions to post orders, but it will require COTR approval.**

79. Section C, Subsection 4, Item N (page 37): Have four-point restraints ever been used? What is their anticipated requirement during the course of the contract?

**A. No.**

80. Section C, Subsection 4, Item T (page 38): What information will the contractor receive to make appropriate detainee classification decisions?

**A. Contractors will make appropriate detainee classification decision in accordance with the Performance Based Detention Standard 5 entitled “Classification System.”**

81. Section C, Subsection 7, Item C (page 39): Have there been any incidents of infectious diseases such as MRSA at the facility? If so, with what frequency and how recently?

**A: This information is not available.**

82. Section C, Subsection 8, Item B (page 41): Please clarify if the government will provide office space for the pre-assignment training to be conducted for new personnel. If not, will ICE allow Contractor to bring temporary trailers for the required training?

**A. The Government will provide training space.**

83. Section C, Subsection 8, Item C (page 41): Will the contractor be required to provide special equipment to transport special needs detainees such as wheelchairs, canes, etc.

**A: The Government provides wheelchairs to transport special needs detainees.**

84. Section C, Subsection 8, Item C (page 42): Please clarify the requirement for “civil disturbance-type equipment” and the required quantity. Please clarify if Contractor is to provide any additional training for utilizing this equipment for riots, etc.

**A: No additional training and equipment will be provided by the Government. Equipment requirements are listed in the Performance Based National Detention Standard Number 18 “Use of Force and Restraints.”**

85. Section C, Subsection 8, Item D (page 42): Please clarify the equipment needed for “ICE-approved intermediate weapons” and the required quantity.

**A: The definition of intermediate weapons refers to weapons otherwise known as “non-deadly force weapons,” “non-lethal weapons,” “less-than-lethal weapons” per the Performance Based National Detention Standards. Oleoresin capsicum spray and collapsible steel baton are the two intermediate weapons approved by ICE.**

86. Section C, Subsection 8, Item E (page 43): Can bidders have a copy of the ICE Body Armor policy to ensure that the correct specification of body armor is priced into the proposal?

**A: The ICE Body Armor Policy is attached to this amendment.**

87. Section C, PWS for Food Services, Item C (page 47): Please clarify if the key personnel positions (On-Site Manager and Cook Supervisor) are included in the productive hours provided

in CLINs Detention and Food Services Hours or if these are outside the provided productive hours.

**A: The offeror must price these positions in accordance with their standard accounting practices.**

88. CII L.4(1)- Will the Government be prepared to use digital communications on the contract start date or will analog radios be necessary at contract start up?

**A: The Government is in the process in switching from analog to digital, but the process is not expected to be completed by the anticipated contract date.**

89. Subsection 8 B.2 – Will the government be providing a sufficient number of computers for processing detainees or will the contractor be expected to purchase additional computers?

**A. The Government will provide all computers for processing detainees.**

90. Will the government provide and pay for the 4 hours of training required for individuals using government computers?

**A. ICE will provide training to the training officer who will train the contract officers.**

91. Attachment 1-Post positions is provided for Detention Officer Services. Can a similar list be provided for Food Services? What is the current staffing structure for food services (number of cooks, etc)?

**A. It is the responsibility of the contractor to submit post position descriptions for each position. Staff structure is currently as follows: Project Manager - 1; Asst Project Manager - 1; Cook II - 3; Cook I - 4; Food Service Worker – 4.**

92. Attachment 1 – Post positions for El Centro is provided for the current security service contract. The post list indicates an increase in hours of more than 180,000 to 200,000 hours per year over the current security services contract. Are there currently employees covering these additional posts (e.g. transportation, Assist Processing Officers, Bailiffs, Recreation Specialists, etc) which could be hired by the new Contractor or are they new posts for which the new Contractor will have to recruit?

**A. No. The offeror is responsible for proposing a solution to the requirements of the RFP.**

93. The mileage on the pricing pages (CLINS 0002B and 0002C) add up to an estimated 450,000 miles per year. Page 25 paragraph n, lists anticipated transportation requirements which seem to be much higher – as much as 1.5 million miles per year.

- a. Does the frequency column mean the number of times that the route is driven in a year?
- b. Route 7 says the RT mileage is 400 and that the frequency is 2800. Does this mean that they travel this route 2800 times per year (about 7 or 8 times per day)?
- c. Please clarify whether the pricing pages CLIN 0002B and C or page 25 is believed to be the most accurate estimate of needs as it will make a difference in vehicle costs such as maintenance, how long they will be serviceable, how many will be purchased over the 5 year period, etc.

**A. The table referenced in Paragraph N is being revised. Please use the estimated quantities in Section B in preparation of your proposal.**

94. Page 25, paragraph 5: Please confirm that the Stationary Detention Services described is time that is not included in the posts in Attachment 1 and that these hours will be billed at the hourly rate provided for Transportation Services (CLIN 0002A).

**A: Stationary Detention Services should be proposed under CLIN 0002A Transportation Services. See Subsection 1 Paragraph L 5 of the RFP**

95. Page 41, paragraph C states that the “contractor shall furnish, install, operate and maintain in acceptable condition all equipment and supplies necessary for performance under this contract...” There are many items in the facility that are not listed as either Government furnished equipment (GFE) or Contractor furnished equipment (CFE). Please clarify what is the responsibility of the Contractor and/or provide a complete list of GFE and CFE (for example: key control systems, metal detectors, x-ray equipment, recreation equipment, laundry equipment including washers and dryers, furniture, TVs, alarm systems, cameras, phones, data lines, access control devices, medical equipment, kitchen appliances and utensils, storage facilities, cleaning supplies, food, linen, hygiene supplies, etc.).

**A: Offerors are requested to reread the referenced paragraph. The paragraph references (1) office equipment, (2) detention officer’s uniforms and equipment, (3) communications equipment, and (4) personnel protection equipment. The paragraph does not specify, and does not intend to mean, the contractor is to furnish, install, operate and maintain all equipment throughout the facility.**

96. How many buses and vans are currently in use for transportation of detainees? How many are 40 to 48 passenger buses? How many are less than 40 passenger? How many of the latter category are vans?

**A. The information is not available.**

97. Approximately how many miles have been logged transporting detainees annually for the last 2 or 3 years?

**A. The information is not available.**

98. Subsection 4-R, page 38: Which post or position in attachment 1 handles the funds and valuables? Does ICE want a Supervisor to cover this position? How much cash does this position manage? Will the valuables and cash be turned over to ICE for storage or will it remain in the custody of the Contractor?

**A: It is up to the offeror to propose a solution to the requirements. The Detention Standards state that the secure locker for holding valuables and the baggage and property storage area can only be accessed by a designated supervisor. In response to the question of how much cash this position manages, each detainee is allowed no more than \$40.00 cash on their person. The average cash this position manages is approximately \$80,000, but has gone as high as \$110,000 and could conceivably go higher. The contractor is responsible for storage and safekeeping of all property.**

99. Is there sufficient training space on-site to accommodate concurrent new hire and in-service training?

A. Yes.

100. Subsection 6 – Detainee work details: Can ICE provide a range or estimate of how many hours or days of detainee work details there are? Can these work details generally be monitored by positions listed in Attachment 1 or are extra people needed for this task? What tasks do detainees regularly perform?

**A: Please refer to Section B CLIN 0003. The RFP will be revised to reflect an estimated quantity of 39,712 detainee work days per year. Offerors should propose \$1.00 per detainee work day for 39,712 days.**

101. What equipment must the Contractor provide for the Disturbance Control Team?

**A: The contractor must provide all DCT equipment as required by the Performance Based National Detention Standard entitled “Use of Force and Restraints”.**

102. Is it an OSHA requirement for all officers to be offered Hepatitis B vaccinations?

**A: If an employee is required to have a Hepatitis shot under OSHA requirements, then the contractor shall provide it.**

103. Assuming that the staffing requirements do not decrease incrementally as the number of detainees decrease, the price for the first 225 detainees is much more expensive than the next 225 detainees. The Government is asking for one price per bed day for the entire range of 225-450.

- a. Would the Government consider changing the billing structure to a fixed monthly price for the first 225 detainees and a bed day price for anything over 225? This is the structure used in recent RFPs for Batavia, El Paso and Krome. This would protect the Government from paying too much if the Offerors base their bed day rate on 225 bed days and from having a Contractor that cannot cover costs if they based their price on 450 bed days but because of low census can only bill for some lesser number.

A. No.

- b. Can one Bed Day Rate be given for the first 225 detainees and a discounted rate be given for any detainees over that amount?

A. No.

104. Page 39, Subsection 7, paragraph A: “The Contractor shall establish and maintain a Disturbance Control Team...” What equipment must be provided by the Contractor for the Disturbance Control Team? Is there a requirement as to the number of people that must be trained for this duty?

**A: The contractor must provide all DCT equipment as required by the Performance Based National Detention Standard entitled “Use of Force and Restraints”. The offeror is responsible for providing a solution to the requirements of the RFP.**

105. CLIN 0002A estimates 150,000 hours of transportation services, but Attachment 1 lists



only 37,856 hours for Transportation Officers (posts 74 through 82 including the Transportation Supervisor). How many hours are anticipated for transportation services? Is there any data on actual hours for the last year or two?

**A: The offeror shall propose pricing based on the quantity specified in Section B. The data on actual hours is not available.**

106. Will the government provide sufficient space for parking transportation vehicles at the SPC?

**A: The Government will provide parking for buses, vans, etc. There are no associated costs for parking at the SPC.**

107. According to Attachment 1 – Post positions 74-82, there are 4 people or 2 teams on during the day shift (posts 75-78) and 4 people/2 teams on during the swing shift (posts 75-78) as well as 2 people or 1 team on the grave shift (post 81 and 82). During the day and swing shifts this would only allow for 2 buses to be out at the same time since there needs to be one team on each bus trip.

- a. Are the transportation posts listed in Attachment 1 (2 teams day, 2 teams swing and 1 team grave) sufficient to cover the transportation needs listed on page 25, paragraph n?

**A. The offeror should propose a solution to the requirements of the RFP and estimated quantities listed in Section B.**

- b. The post list also seems to conflict with the requirement on page 24 paragraph b. Are transportation hours in Attachment 1 correct?

**A. The offeror should propose a solution to the requirements of the RFP and estimated quantities listed in Section B.**

108. Attachment 1, Posts 72 and 73, Recreation Specialists: Are these positions Detention Officers? If not, what are the job qualifications and requirements for this job? What is the wage currently being paid for these posts?

**A. Recreation Specialists are not detention officers. Please refer to Attachment 3 Wage Determination and/or [www.dol.gov](http://www.dol.gov) for the proper job classification information and wages for the recreation specialist. The wage currently being paid is not releasable to the public.**

109. It is our understanding the contract offices are to be moved at some point during the contract period.

- a. What is the estimated date of this move?

**A. The office move will be completed by contract start date.**

- b. Will the Contractor be required to install new phone and data lines, at their own expense, when the new offices are ready?

**A. Yes**

110. Page 32 Paragraph A provides basic training requirements of 60 hours. Currently the requirement is 54 hours. Will the incumbent guards require any additional basic training or will they just be required to attend the refresher training?

**A. Incumbent guards that only have 54 hours of training will require an additional 6 hours to obtain the required 60 hours.**

1. Section J, Attachment 1, Post Positions: please clarify if all the food service positions have been included in this breakdown. If not, can ICE provide the food service breakdown?

**A: It is the responsibility of the contractor to submit post position descriptions for each position. Staff structure is currently as follows: Project Manager - 1; Asst Project Manager - 1; Cook II - 3; Cook I - 4; Food Service Worker - 4. The RFP will be amended to include the statement that no detainee shall be used in preparation of food.**

2. Section J, Attachment 1, Post Positions, Armed Transportation (page 2 of 3): The Post Position provides the number of Transportation personnel per shift; however this does not correspond to Subsection 3, Item L.4.b on page 24 that indicates eight 2-man teams. Please clarify?

**A: The chart is giving the minimum of the requirement, the contractor may propose more teams but the minimum is specified in Subsection 3 Paragraph L.4.b. The attachment 1 provides an estimate based on the population needs currently.**

1. C II-H.3.f: Will the Government elaborate on the duties and responsibilities of the Key Personnel position of Corporate Security Officer. Will this position be located at the facility?

**A: No. The duties of the Corporate Security Officer are determined by the Offeror. The position is located at the facility.**

2. Can the government supply current wages and benefits being paid to food service employees and Recreation Specialists so that their wages and benefits can be maintained?

**A: The food service employees and Recreation Specialists are new positions. Attachment 3, Wage Determination 2005-2057, Rev. 7, should be used to determine wages and benefits.**

3. The CBA wage (page 9 and 10 of CBA) increases on January 1 of each year. Will the government give a price adjustment for the increase that falls in the middle of the base period?

**A: The Government will follow the process outlined in FAR Clause 52.222-43 entitled "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts).**

4. Page 22, paragraph 1(c): "the Contractor shall furnish, supervise and distribute suitable linens." Does the government purchase/pay for the linens which are then distributed by the Contractor? If the Contractor is responsible for the cost for linens, please provide historical information on how many of each item has been purchased each year? Please include kitchen towels, aprons, etc. if applicable. Does the government pay for the laundry detergent?

**A:** The Government provides linens, kitchen towels, aprons, etc., but the contractor will distribute these items. The Government will provide laundry detergent.

5. Page 22, paragraph 1(g): “the Contractor shall furnish, supervise and distribute articles of personal hygiene.” Does the government purchase/pay for these items which are then distributed by the Contractor? If the Contractor is responsible for the cost, please provide historical data on annual costs and the numbers of various items purchased annually.

**A:** The Government provides the personal hygiene kits. The contractor dispenses the items to the detainees. The RFP will be revised to include the language below:

**The Government shall furnish personal hygiene kits and the Contractor will disperse the kits to the detainees.**

6. Page 44, Paragraph A states that the Contractor orders food and supplies. Does the government have a mechanism for payment for this food which is ordered by the Contractor?

**A:** The Government has a mechanism in place for payment that the contractor will utilize.

7. CLIN 0002B: “This is a fully burdened rate inclusive of the mileage rate in accordance with the GSA Federal Travel Regulation, equipment, maintenance and fuel costs.”

- a. Are there FTR mileage rates for buses that carry 40 to 48 passengers? Please clarify what FTR mileage rates apply since the costs for fuel, maintenance, etc would be very different for personally owned vehicles than for buses.

**A:** The FTR mileage rate as of the date of this amendment is 50.5 cents per mile. This is the only motor vehicle rate allowed by GSA. Please refer to the actual wording of CLIN 0002B and 0002C for pricing purposes.

- b. Why are the FTR mileage rates applicable in building fixed unit rates for a competitive RFP process?

**A:** The FTR mileage rate is one component of your fully burdened rate per mile.

8. CLIN 0002D asks for a cost for Detention Officers exceeding the standard working hours. Please clarify what this would include:

- a. Since this will be reimbursed at cost, should offerors leave this blank?

**A:** CLIN 0002D will be amended to include a Not to Exceed dollar amount of \$30,000 per year. All offerors are instructed to propose that same dollar amount.

- b. Since this will be reimbursed at actual costs, is the government requesting a markup rather than a cost for something that will not be the same for each occurrence?

**A:** See answer directly above.

- c. Is 1 Lot equal to 1 occurrence? Since the specifics of each occurrence may vary and will be paid at cost, what does the government want included in the cost for 1 Lot?

For example, should the FTR rate for El Centro for one day of lodging and one day of per diem be included?

**A: See answer above.**

9. An hourly rate for transportation officers is required for CLIN 0002A. Page 23, paragraph 4(a) states that when not doing transportation duties, these officers will be assigned to other security duties and that these officers “shall not incur any additional expenses to the Government.” Please confirm that the transportation officer hours, whether spent on transportation or other security duties, will be billed hourly at the rate provided in CLIN 0002A.

**A: When officers are providing transportation their hours will be billed under the Transportation CLIN 0002A. If those same officers perform other security duties, their hours will be included in the bed day rate under CLIN 0001.**

10. Page 49, paragraph J, states that “except for those items or services specifically stated as Government furnished or Government reimbursed, the contractor shall furnish everything required to perform this contract. Please provide a list of government furnished equipment. Does the government provide plates, silverware, napkins, refrigerators, stoves, ovens, cooking utensils, food, trash cans, cooking and serving dishes, tables and chairs, dish soap, etc?

**A: An inventory has been submitted and the Government does supply the items stated above. Some of the items such as plates, silverware, napkins, etc. are ordered by the contractor and is included in their amount allowed to spend from the Government.**

11. Please confirm that there is no CBA for Food Service employees?

**A: There is not currently a CBA for Food Service employees.**

12. Do the staffing requirements in Attachment 1 decrease as the number of detainees in the facility decrease, or must the Contractor always maintain the staffing levels in Attachment 1? If they decrease, please clarify the minimum posts required at 225 detainees and maximum at 450 detainees.

**A: The contractor shall maintain the staffing levels in Attachment 1. The RFP will be amended to increase the number of beds to a maximum of 544 (the minimum will also be revised to be 272 beds.)**

13. Page 39, Subsection 7, paragraph A: “The Contractor shall establish and maintain a Disturbance Control Team...” What equipment must be provided by the Contractor for the Disturbance Control Team? Is there a requirement as to the number of people that must be trained for this duty?

**A: The contractor must provide all DCT equipment as required by the Performance Based National Standard. The offeror is responsible for providing a solution to the requirements of the RFP.**

14. Section L.8.1 – Markings: Does the Government intend that each volume is to be shipped in a separate box, or may the shipping label be marked Volumes I, II, III?

**A: The shipping label must be marked to indicate the volumes contained in each box or envelope. A separate box is not required for each volume.**

15. Will the government provide sufficient office space for key personnel required within this solicitation?

**A: Yes.**

16. Will the government provide sufficient weapons storage space and/or weapons lockers for armed transportation and access DO's?

**A: The Government will provide storage space, the contractor provides the weapons lockers.**

17. The CBA does not include the H&W increase as of 1/1/09 (current rate is \$4.70). Please incorporate LOU with the current rate.

**A: The RFP will be revised to incorporate the LOU into Attachment 2. The LOU is also attached in this amendment.**

18. How long will the phase-in period be?

**A: There is no phase-in period. A transition period of 30 days is planned.**

19. Since there is a large increase in hours over the current security services contract, there will be many new employees to train during phase in. Will ICE allow enough phase in time to train all these new employees?

**A: Transition is anticipated to be 30 days. Training of all employees is the responsibility of the contractor selected for award.**

20. Will ICE allow an opportunity to negotiate the Terms and Conditions provided in the RFP?

**A: No, this is not a commercial contract; therefore, terms and conditions are not negotiable.**

21. Please clarify if the incumbent work force satisfies all the requirements provided in this RFP.

**A: The incumbent's performance on the current contract is operating under a different Statement of Work and has no bearing on the requirements for this RFP**

22. Please clarify if ICE requires a small business subcontracting plan for the submission of the proposal

**A: Please see Section I, FAR 52.219-9. When an offeror has been identified as the apparently successful offeror, that firm will be contacted and instructed to submit a subcontractor plan within 7 days of notification. If the apparently successful offeror fails to negotiate an acceptable subcontracting plan within an additional 7 days, the offeror will be ineligible for award.**

23. Please clarify if ICE requires any type of SECRET security clearances or any other special clearances for the required personnel.

**A: No security clearances are required; however a positive Suitability for Employment Determination is required for all contractor employees.**

24. Will the SPC facility house juveniles? How will the SPC be informed if they are emancipated or convicted of a crime as an adult?

**A: No, juvenile detainees will not be housed at the El Centro SPC. All juveniles will be transferred to an appropriate facility**

25. Section C, Contract Objectives, Item A.4.2 (page 8): Does the contractor need to include costs for preventative maintenance within the bill rate?

**A: This is done by a separate contractor.**

26. Section C, Contract Objectives, Item A.7 (page 10): Can bidders have copies of the MOUs to determine what areas impact costing, staffing of the overall program?

**A: Copies cannot be provided; however, it is unlikely that there would be any impacts to cost or staffing of the overall program.**

27. Section C, Contract Objectives, Item B General (page 10): What is the average gender mix of the detainee population?

**A: The facility has a male only population. All references to females have been removed from the RFP.**

28. Section C, Subsection 1, QASP (page 18): Please clarify what financial values and associated work performance measurements will be applied in any adjustments to the Contractor's invoices. Can ICE provide a copy of the current QASP for review by Contractors so they can understand the financial values and mechanisms for applying adjustments as part of our pricing the contract?

**A: Performance work measurements are contained in the Performance Requirements Summary. The QASP will be issued as a modification to the contract.**

29. Section C, Subsection 1, Item H.1 (page 20): On average how many detainees are processed daily?

**A: On average, 55 detainees are processed per day.**

30. Section C, Subsection 1, Item H.2 (page 20): If only one officer is required within the unit for supervision purposes, does the contractor have to provide a male and a female if both genders are represented in the unit's population?

**A: The facility has a male only population. All references to females have been removed from the RFP.**

31. Section C, Subsection 1, Item H.3.a Key Personnel (page 20): Please define "accredited" bachelor's degree? Does this refer to the school? What accreditation is required?

**A: Education must be from an institution accredited by an accrediting agency recognized by the U.S. Department of Education.**

32. Section C, Subsection 1, Item H.3 Key Personnel (pages 20 – 21): Please clarify the number of required Supervisory Detention Officers and Training Officers.

**A: The current numbers are 8 supervisors on shift each day and 2 training officer with a back-up. However, the offeror is responsible for proposing a solution to the requirements of the RFP.**

33. Section C, Subsection 1, Item H.3 Key Personnel (pages 20 – 21): Please clarify if the key personnel positions (Project Manager, Assistant Project Manager, Supervisory Detention Officers, Training Officers, Quality Assurance Manager, and Corporate Security Officer) are included in the productive hours provided in the CLINs Detention and Food Services Hours and Transportation Labor Hours or if these are outside the provided productive hours.

**A: Key personnel will be either included or excluded based on your firm's standard accounting practices.**

34. Section C, Subsection 1, Item H.3 Key Personnel (pages 20 – 21): Please clarify if the Corporate Security Officer position is a dedicated position to the contract.

**A: The Corporate Security Officer is a dedicated position under this contract**

35. Section C, Subsection 1, Item L.4 (page 24): Please clarify if the number of two person teams required for transportation is per day or per shift. Of the eight (8) two man teams

described will any other Detention Officers require a Commercial Drivers license (CDL)?  
Will all Detention Officers be required to have a CDL?

**A: Offerors must follow the Department of Transportation and the California Department of Motor Vehicles requirements regarding Commercial Drivers Licenses**

36. Section C, Subsection 1, Item L.4 (page 24): Are male and female detainees ever transported together?

**A: The facility has a male only population. All references to females have been removed from the RFP.**

37. Section C, Subsection 1, Item L.4 (page 24): Will ICE provide sufficient space for vehicle parking and washing area for buses, vans, etc. Please clarify if there are any associated costs for parking at the Service Processing Center. Are there any associated costs for parking at any of the medical facilities, courthouses, etc. as part of the detainee transport?

**A: The Government will provide parking and washing areas for buses, vans, etc. There are no associated costs for parking at the SPC. The cost of parking at medical facilities, courthouses etc. will depend on the particular facility. It would be impracticable to list all potential facilities and parking rates.**

38. Section C, Subsection 1, Item L.5 (page 25): Are hospital costs paid for directly by ICE or is it via reimbursement to the contractor?

**A: Detainee medical costs are billed directly to and paid by USPHS/DIHS**

39. Section C, Subsection 2, Item I Post Relief (page 30): Will ICE allow the Contractor to use supervision as part of the relief plan? Are there any posts that have been or could be designated as "self relief posts" where guards can rotate to take their lunch but still maintain the post? If so, can ICE identify these posts?

**A: As stated in Subsection 2 paragraph H "Dual Positions," a contractor employee shall not hold the position of Detention Officer and Supervisory Detention Officer simultaneously; therefore, a supervisor on duty cannot relieve an officer of their post. Detainees must be guarded at all times. It is up to the offeror to propose the relief plan.**

40. Section C, Subsection 3, Item A (page 32): During the first 60 days, an additional 40 hours of training is required which brings the total training in the first year to 140 hours in the three months or less, is this correct?

**A: That is correct.**

41. Section C, Subsection 3 (pages 32-34): Will any of the required training be billable to ICE?

**A: Any training conducted after EOD is billable to ICE; however, it must be incorporated into the bed day rate.**

42. Section C, Subsection 3, Item A.2 Refresher Training (page 33): Please clarify if the 40 hours of required refresher training includes the CPR/First Aid Certification, Supervisory Refresher Training, and Firearms requalification.



**A: CPR/First Aid is part of the refresher training. As stated in Subsection 3 A 2, “in addition to the refresher training requirements for Detention Officers, supervisors must receive refresher training relating to supervisory duties.” Firearms re-qualification training is separate and not included in the refresher training.**

43. Section C, Subsection 3, Item A.5 (page 34): Please clarify if there is any requirement for AED training and certification.

**A: Only Government employees will be using the AED**

44. Section C, Subsection 3, Item D (page 34): Please define “certified instructor.” Who has to certify the instructor? Which State/Local/National authorities are acceptable?

**A: As stated in the referenced paragraph “A state or nationally recognized institution shall certify instructors unless otherwise approved in writing by the COTR.”**

45. Section C, Subsection 4, Item J (page 36): Have there been any OSHA infractions at the facility during the prior period of performance? If so, were any related to physical plant concerns that have not been remedied?

**A: No.**

46. Section C, Subsection 6 (page 38): Can detainees be used to provide laundry services as part of their paid work?

**A: Yes.**

47. Section C, Subsection 4, Item R (page 38): Will ICE provide the process for securing detainee funds and valuables and a safe place to store these valuables? If not, will Contractor have to provide a safe?

**A: The Government will provide a secure storage locker for holding valuables and a baggage and property storage area. The Contractor is responsible for providing a procedure for documentation, inventory of and receipt of surrendered property.**

48. Section C, Subsection 5 (page 38): Does ICE provide the books/materials for the law library?

**A: Yes.**

49. Section C, Subsection 8, Item B (page 41): Please provide an aged inventory listing of Government Furnished Equipment (GFE) so that the prospective contractors can make a determination of the value of GFE and replacement costs in the event of damage.

**A: Loss, damage destruction or theft of Government Furnished Property will be handled in accordance with FAR 52.245-1.**

50. Section C, Subsection 8, Item B (page 41): Will ICE or the Contractor be responsible for the maintenance of the video camera and monitors and metal detectors used throughout the facility?

**A: The Government.**

51. Section C, Subsection 8, Item C (page 41): Please clarify if the contractor is required to provide detainee clothing to include shoes, jumpsuits, etc. If yes, please provide the quantity and approved types.

**A: The Government will provide clothing.**

52. Section C, Subsection 8, Item C (page 41): Will the contractor be required to provide special equipment to transport special needs detainees such as wheelchairs, canes, etc.

**A: The Government provides special equipment to transport special needs detainees.**

53. Section C, PWS for Food Services: Does ICE have any contract-specific requirements for pre-employment screening for the food service personnel.

**A: Yes, all contractor personnel are subject to a suitable pre-employment determination**

54. Section J, Attachment 1, Post Positions: Can ICE provide a job description for each of the positions listed in the Post Position breakdown?

**A: This information is not available. It is the responsibility of the offeror to submit post position descriptions for each position. The offeror is responsible for providing a solution to the current RFP requirements**

55. Will the contractor employees need to have clearance to access sensitive information within this facility that requires the contractor to be a cleared facility?

**A: No.**

56. Page 77, clause 52-204-8. Why is a small business size standard included in the solicitation if this is a full and open competition?

**A: The size standard is included so that a business can certify as a small business if they qualify. The solicitation is full and open.**

57. Section L Page 82 does not require a separate "plan" for Food Service/Laundry Service? Can Factor 1.6 "Food Service/Laundry Service" be added to the factor list, or do we just integrate these plans into the overall Management Plan under factor 1.4.

**A: A separate factor for food service/laundry service will not be added.**

62. Attachment 2: CBA; is there an amendment to the CBA specifying the January 1, 2009 Health & Welfare and Pension benefit rates, or are we to bid the April 2008 rates and seek adjustment post award?

**A: The LOU with the latest rates has been incorporated into Attachment 2.**

58. Is transportation in frequencies indicated in the Locations chart on page 25 currently performed by the incumbent contractor? If so, how many buses/vans and what size vehicles

are provided? Are 40 passenger buses + up to 4 crew, and 10 passenger vans + 2 crew adequate?

**A: No. Transportation service is currently provided by the Government.**

59. Page 2: Clins: There is no "transition/mobilization" clin established in pricing sheets. Where do we charge start up costs?

**A: Correct, there is no transition/mobilization CLIN established. All allowable, allocable costs need to be included under the existing CLIN structure.**

60. Page 2, Clin 0001 Detention & Food Services; per page 11 "bed day rate" definition, Clin 1 encompasses all costs for detention and overhead labor, overhead, G&A and profit associated with Detention & Food Services. The Clin provides a minimum of 225 beds per day and a maximum of 450. Yet, on page 10, General: it states the government may increase the population 10% above operating capacity without additional cost to the government. Three options therefore present themselves:

- (1) Contractor bids 10% above actual cost to meet this contingency, or
- (2) the government agrees to pay the daily bed rate in excess of 450 when this occurs or
- (3) the government agrees to pay the daily bed rate for every detainee over 164,250 in any calendar year.

Will the government agree to either establish Clin 1-A for this purpose (to pay for any detainees above 450 on any day in a billing period) as it will remove the guesswork and reduce risk to both parties?

**A: The contractor will be reimbursed at the daily bed day rate for the 10% above the maximum quantity stated in CLIN 0001. The maximum number of beds has been amended to 544 and the minimum amended to 272.**

65. Page 2, Clin 0002; does the 150,000 hours for evaluation purposes include "escort" time spent at hospitals, clinics, courts, etc.? On page 25 Para "c", there appears billing instructions for these services, in that they are billed separately from regular transport (assuming driving time) hours.

**A: Yes.**

66. On page 24 there appears a chart indicating 5 2-member teams are required M-F for each 24 hour period or 400 hours (10 officers x 8 hours x 5 days) for the week; and 3 2-member teams required S-S-H for each 24 hour period or 96 hours (6 officers x 8 hours x 2 days) a week. This totals out at 25,792 total "transport" hours; however, attachment one totals 29,120 annual transport hours.

Are we to base the hourly rate for Clin 0002 on labor and overhead for 29,120 hours per attachment 1, and then use this same hourly rate to bill any stationary "escort" hours?

**A: The hourly rate should be based on the estimated quantity provided in CLIN 0002A.**

Are all off site escort officers armed?

**A: Yes – Section C, Subsection II, Para L-Armed Transportation**

68. Page 2, Clin 0002B/0002C: The Federal Travel Regulation mileage rate (currently 50.5 cents per mile) is based on travel by government employees while performing temporary duty in their private auto. Gas mileage portion is based on a typical sedan. Transport vehicles, especially buses, do not obtain typical sedan gas mileage. Do we put “excess” fuel costs for transport vehicles into overhead against Clin 0002A?

(Recent Google of California diesel fuel is range of \$2.40 to \$2.56 with prices going up weekly; with expected 6-7 miles per gallon mileage for average diesel bus, the FTR rate barely covers the gas and does not cover maintenance, repairs and insurance.)

Insurance costs for transport of persons per DOT regulations are MUCH higher than “typical sedan” rates considered in the Federal Travel Regulations. (An additional 5 million in liability is a standard DOT requirement for bus operations.) Are these excess insurance costs also to be included under Clin 0002A overhead component?

**A: Please see the specific wording under CLIN 0002B and 0002C. Insurance costs are to be incorporated in accordance with your firm’s standard accounting procedures.**

69. Page 8, A.4.1. Facility Security and Control. Is there a vehicle mounted outside perimeter patrol required? If so, what is the frequency per shift of the patrol? What is the total facility circumference / distance traveled for one patrol route? What type of vehicle/markings would be required?

**A: No, a vehicle mounted outside perimeter patrol is not required under the RFP.**

70. Page 8, A.4.2. States “facility shall be fully compliant with all applicable health and safety codes.” Whose responsibility is it to maintain compliance when facility infrastructure such as electrical systems, drains, plumbing, air conditioning, or other physical plant items do not meet code?

**A: This is done by a separate contractor.**

71. Page 9, A.5.2. states “no health and safety code violations shall occur...” Is the contractor responsible for the building(s) structural or physical plant equipment such as boilers, HVAC, etc?

**A: This is done by a separate contractor.**

72. Page 9, A.5.3. Will the government provide safes for detainee funds/valuables?

**A: Yes**

73. Page 10, A.7.B. Who provides initial and annual IT security training?

**A: The Government will provide training for the Training Officer, who will then provide training to the contractor employees.**

**The RFP will be revised to include the following under Subsection 3 A 1 “Basic Training Requirements”:**

**Add: Annual IT Security Training                    1 Hour**  
**Revise: Use of Restraints                                5 Hours**

74. Page 14, "Juvenile Detainee". Does El Centro house juvenile detainees? If so, who provides educational services, counseling, etc.?

**A: No, juvenile detainees will not be housed at the El Centro SPC. All juveniles will be transferred to an appropriate facility**

76. Page 16. Tour of Duty. DOT regulations proscribe that a driver may “work” no more than 15 hours per day, with no more than 10 hours spent driving. This limits driving radius to about 6.5 hours one way including 2 hours of down time for lunch/loading-unloading; ICE specifies no more than 12 hours total work per day. One page 24, item 4-J, it states the COTR may direct transport to “miscellaneous” locations. While no trip listed on page 25 is longer than 400 miles, should the total round trip to a miscellaneous location require driver teams to exceed 12 hours, will the 12 hour rule be waived?

**A: Trips exceeding 12 hours will be unlikely, mostly in emergency situations. The Performance Based National Detention Standard-Number 3 entitled “Transportation (by Land)” dictates following USDOT regulations for maximum driving times.**

77. Page 18, Para A states: The contractor shall audit the facility operations monthly does this require that a “corporate level” audit be accomplished, or that on site Quality Assurance manager audit take place?

**A: This would be an onsite audit for compliance with the Contractor’s Quality Control Plan.**

78. Page 19, Para H states that deductions may be made if staffing falls below 95%. Most staff shortfalls are caused by the time it takes to receive a suitability determination/clearance. Is the contractor penalized when it can “show cause” that applicants’ suitability determinations were processed timely but not received timely?

**A: This would be taken into consideration if the circumstances are outside the control of the Contractor.**

79. Page 20, Supervisor Staffing and Attachment 1: Are any of the supervisor posts in Attachment 1 considered a Processing Supervisor? Is the contractor entitled to propose additional supervision?

**A: The supervisors referred to in Attachment 1 are shift supervisors and are not specifically assigned to processing. However, they do supervise the processing officers.**

80. Page 20, Project Manager qualifications. This paragraph requires a bachelor’s degree AND 5 years related experience... Would 15 to 20 year career in progressively challenging department of corrections, or 10 to 15 years experience in ICE detention satisfy these requirements if positions held were commensurate with the Project Manager? Can significant (20 year career) military experience or law enforcement experience, in senior grades be substituted for degree requirement? Can the Project Manager or Assistant Project Manager also act as the Corporate Security manager?

**A: Yes. The PWS will be revised with the language below:**

- a. **Project Manager. The Project Manager shall hold an accredited bachelor’s degree in an appropriate discipline, or significant military or corrections experience of a minimum 15 years, and have at least five years of related administrative experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The degree requirement may be satisfied by completion of a career development**

**program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree. The official holding this position, even in an acting capacity, shall meet ACA requirements.**

81. Page 21, Para L. Will the contractor be required to create and maintain the A-files for detainees?

**A: No**

82. Are the post officers designated in as Processing Assistants performing these functions?

**A: No**

82. Page 21 Para L. By "providing detainee welfare" is this indicating that the contractor provides recreation services?

**A: The Contractor supervises recreation.**

Do we provide a recreation coordinator/planner?

**A: No**

Or, do we simply supervise recreation?

**A: The contractor supervises recreation and will distribute recreation equipment.**

Who provides recreation equipment and supplies?

**A: The Government.**

Does this also include religious services?

**A: The contractor supervises religious services**

Do we provide clergy, clergy supplies/equipment or simply supervise services when held?

**A: The contractor supervises religious services**

83. Page 21, L-1: Who is responsible for writing the fire/emergency plan? If the contractor, does an ICE plan exist that may be updated or is an original plan required?

**ICE has a fire/emergency plan that will be followed.**

**Please revise the PWS with this language below:**

**Detention Site Standards**

**Contractor shall ensure that detention sites conform to ACA and DHS Standards. A fire and emergency plan provided by the Government shall be aggressively managed by the Contractor.**

Is the contractor required to have a Safety/Environmental manager on staff to provide all OSHA and Safety/Emergency related plans and training?

**A: The offeror is responsible for proposing a solution to the requirements of the RFP.**

83. Page 21, L-1(a) Who pays for pest control?

**A: The Government pays, it a separate contract.**

**Please add the following language:**

- a. The Contractor is to report any sighting of vermin/pest to keep the facility clean and vermin/pest free. Any issues must be reported to the COTR immediately.**

84. Page 22, L-1(b) Who pays for trash removal and recycling? Does the contractor provide recycling bins?

**A: The Government pays for trash removal and recycling under a separate contract. The contractor is not required to provide recycling bins.**

85. Page 22, L-1(c) Does the contractor also provide all detainee clothing, such as jumpsuits, shoes, underwear, etc or only linens, blankets.

**A: The RFP is being revised to reflect that the Government provides clothing, linens, blankets etc. The contractor disperses the items to detainees.**

86. Page 22, L-1(d) Has there been any history of "lack of volunteer" detainee labor to support laundry or food services?

**A: Yes, lack of volunteer detainee labor frequently occurs.**



87. Page 23. The contents of this page indicate that the contractor must seek ICE approval for off site medical treatment. Does PHS liaison directly with ICE or if PHS desires to send a detainee outside for services, does the Contractor relay that information to the COTR? Is an intermediate management/clerical position required to monitor all such requirements and ensure Transportation division is notified timely of the requirement?

**A: PHS will notify ICE of the requirement to send a detainee outside for medical service, then ICE will notify the contractor for transportation.**

88. Page 25, Para 5(b) If one officer is assigned to guard a detainee in a hospital for a 24 hour period, are we required to "relieve" these officers or may they take "in area" restroom and lunch breaks?

**A: Detainees must be guarded at all times. If a guard takes a break, he or she must be relieved.**

89. Page 33, Para 5 Basic 1<sup>st</sup> Aid/CPR training. Since these classes are included under Basic Training, are any additional hours of training required to satisfy this paragraph?

**A: The contractor shall provide re-certification in CPR and First Aid in accordance with Subsection 3 Para 2.**

90. Page 34, Para B Supervisor Training. Is 20 hours OJT acceptable to complete the 40 hour requirement?

**A: No, the requirement is 40 hours.**

91. Will the Government or the Contractor be responsible for making necessary repairs, currently and in the future, to the facility? If the Contractor is responsible, please provide the maintenance expenditures for the past three years and any 2009 forecasted maintenance expenditures.

**A: This is done by a separate contractor.**

92. Is there any cost to the Contractor for construction/renovation at the facility?

**A: No.**

93. Please provide any recent internal evaluations of the physical condition of the facility.

**A: There have not been any recent internal evaluations of the physical condition of the facility. The facility is in satisfactory condition.**

94. Would the Government allow offerors to submit resumes of Key Personnel listed on pages 20-21 of Section C after contract award but before Notice to Proceed rather than with the proposal as indicated in Section L, Factor 1.3 Key Personnel?

**A: Resumes are required to be submitted with the proposal.**

95. Please provide the mileage reimbursement rate for the high occupancy vehicles used to transport detainees in accordance with the table on page 25 of Section C.

**A: The contractor is responsible for providing the mileage reimbursement rate for high occupancy vehicles in CLIN 0002B.**

96. Please advise how many detainees are typically transported on each trip and the type of vehicle used for trips listed in the table on page 25 of Section C.

**A: This information is not available.**

97. Please clarify the Frequency column of the table on page 25 of Section C to indicate the number of trips per day or week.

**A. Frequency chart indicates trips per week. The RFP is being revised to include an updated chart and has been provided in a previous answer.**

98. Will the Contractor be able to utilize its own maintenance staff?

**A: No, this is done by a separate contractor.**

99. Will the Contractor be able to utilize its own food service provider?

**A: Yes. Subcontracting is not prohibited; however, the successful contractor is responsible for satisfactory performance of the work at all times.**

100. Presolicitation Notice HSCEDM09R0006 indicates a solicitation will be issued on or about March 13, 2009 for on-site religious services at eight SPC's including El Centro. Does this mean the offeror should plan not to staff a chaplain position?

**A: The contract does not require a chaplain position. The contractor will supervise religious services.**