

Company Name:
Corrections Corporation of America

Contract Number:
ODT-5-C-0010 (ODT5C0010)

Order Number:
HSCEOP-05-F-00473 (HSCEOP05F00473)

Latest Modification Processed:
P00012

Date of Performance:
Base Period: 7/1/2005 through 9/30/2008
Option Period 1: 10/1/2008 through 9/30/2011
Option Period 2: 10/1/2011 through 9/30/2014
Option Period 3: 10/1/2014 through 9/30/2017
Option Period 4: 10/1/2017 through 9/30/2020
Option Period 5: 10/1/2020 through 9/30/2023

Services Provided:
Provides funding for the Elizabeth Detention Center in Elizabeth,
New Jersey (NJ).

Base Period = 3 yrs w/ Four 3yr Options = 18 yr. Contract

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE 1 OF 89 PAGES
2. CONTRACT (Proc. Inst. Ident.) NO. ODT-5-C-0010		3. EFFECTIVE DATE 07-01-2005	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. DRO-05-RQ0320	
5. ISSUED BY Office of the Federal Detention Trustee National Place Building, Suite 1210 1331 Pennsylvania Ave, NW Washington, DC 20530		6. ADMINISTERED BY (If other than Item 5) Same as Block 5		

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Corrections Corporation of America 10 Burton Hills Boulevard Nashville, TN 37215	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	ITEM See Block 12
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11. SHIP TO/MARK FOR ODT-5-C-0010	12. PAYMENT WILL BE MADE BY ICE
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	14. ACCOUNTING AND APPROPRIATION DATA b2 high
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See attached for details.				
	Total amount for base year				(b)(4)
15G. TOTAL AMOUNT OF CONTRACT					

(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	4
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	23	X	J	LIST OF ATTACHMENTS	1
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	1		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	2		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	1				

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

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number ODT-4-R-0004 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER LORI A. RAY
19B. NAME OF CONTRACTOR BY (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
19C. DATE SIGNED	20C. DATE SIGNED 07-11-2005

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

PAGE OF PAGES

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

09/13/2005

ODT-5-C-0010

HSCEOP-05-F-00473

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	<p>and conditions of the Office of Federal Detention Trustee Contract No. ODT-5-C-0011.</p> <p>The Contracting POC is Anthony Gomez, (202) 307- [REDACTED] or [REDACTED] b6</p> <p>The Program Office POC is John Washington, (202) 514-[REDACTED] or [REDACTED] b6, (b)(7)c</p> <p>Funding for Elizabeth, NJ 7/01/05 - 9/30/2005</p> <p>Total amount of award: \$3,650,000.00. The obligation for this award is shown in box 17(i).</p>				3,650,000.00	

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

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

BASE PERIOD: July 1, 2005 thru September 30, 2008

ITEM CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0001	Detention Services (per detainee)	300	1 Month		b4
0002	Detention Services (Estimated) (per detainee)	150	EA		b4
0003	Off-Site Guard Svcs [These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at the approved federal travel allowance rate, which is currently \$0.36/mi.]				
	a. Guard Services (Estimated)	31,000			b4
	b. Transportation (Estimated)	245,000		\$0.41	\$100,450
TOTAL ESTIMATED COST FOR THE BASE PERIOD					b4

* Based on Collective Bargaining Agreement rate for Correctional Officer, currently b4

OPTION PERIOD ONE: 1 October 2008 thru September 30, 2011

ITEM CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1001	Detention Services (per detainee)	300	1 Month		b4
1002	Detention Services (Estimated) (per detainee)	150	EA		b4
1003	Off-Site Guard Svcs [These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at the approved federal travel allowance rate, which is currently \$0.36/mi.]				
	a. Guard Services (Estimated)	31,000	man hours		b4
	b. Transportation (Estimated)	245,000	mile	\$0.41	\$100,450
TOTAL ESTIMATED COST FOR THE FIRST OPTION PERIOD					b4

* Based on Collective Bargaining Agreement rate for Correctional Officer, currently b4

OPTION PERIOD TWO: 1 October 2011 thru September 30, 2014

CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
2001	Detention Services (per detainee)	300	1 Month		b4
2002	Detention Services (Estimated) (per detainee)	150	EA		b4
2003	Off-Site Guard Svcs [These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at the approved federal travel allowance rate, which is currently \$0.36/mi.]				
	a. Guard Services (Estimated)	31,000	man hours		b4
	b. Transportation (Estimated)	245,000	mile	\$0.41	\$100,450
TOTAL ESTIMATED COST FOR THE SECOND OPTION PERIOD					b4

* Based on Collective Bargaining Agreement rate for Correctional Officer, currently b4

OPTION PERIOD THREE: 1 October 2014 thru September 30, 2017

CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
3001	Detention Services (per detainee)	300	1 Month		b4
3002	Detention Services (Estimated) (per detainee)	150	EA		b4
3003	Off-Site Guard Svcs [These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at the approved federal travel allowance rate, which is currently \$0.36/mi.]				
	a. Guard Services (Estimated)	31,000	man hours		b4
	b. Transportation (Estimated)	245,000	mile	\$0.41	\$100,450
TOTAL ESTIMATED COST FOR THE THIRD OPTION PERIOD					b4

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* Based on Collective Bargaining Agreement rate for Correctional Officer, currently b4

OPTION PERIOD FOUR: 1 October 2017 thru September 30, 2020

ITEM CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
4001	Detention Services (per detainee)	300	1 Month		b4
4002	Detention Services (Estimated) (per detainee)	150	EA		b4
4003	Off-Site Guard Svcs [These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at the approved federal travel allowance rate, which is currently \$0.36/mi.]				
	a. Guard Services (Estimated)	31,000	man hours		b4
	b. Transportation (Estimated)	245,000	mile	\$0.41	\$100,450
TOTAL ESTIMATED COST FOR THE FOURTH OPTION PERIOD					b4

* Based on Collective Bargaining Agreement rate for Correctional Officer, currently b4

OPTION PERIOD FIVE: 1 October 2020 thru September 30, 2023

CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
5001	Detention Services (per detainee)	300	1 Month		b4
5002	Detention Services (Estimated) (per detainee)	150	EA		b4
5003	Off-Site Guard Svcs [These hours are for guard services per detainee, while detainee is allowed outside the detention facility for medical purposes. Transportation miles to be reimbursed at the approved federal travel allowance rate, which is currently \$0.36/mi.]				
	a. Guard Services (Estimated)	31,000	man hours		b4
	b. Transportation (Estimated)	245,000	mile	\$0.41	\$100,450
TOTAL ESTIMATED COST FOR THE FIFTH OPTION PERIOD					b4

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* Based on Collective Bargaining Agreement rate for Correctional Officer, currently b4

TOTAL ESTIMATED COSTS FOR THE BASE PERIOD AND ALL OPTION PERIOD, AGGREGATE TOTAL: b4

Attachment #4 - Contract Detention Facility

**Offeror's Operational Estimate
Contract Detention Services**

Offeror's Operational Estimate: Reflects distribution of proposed amounts to operate a detention facility on an ongoing basis. Excludes start-up and other costs to establish initial operations.

*** Note these costs are proposed based on a [b4] inmate population.**

Program Area	Total Number of Positions	Type of Cost	Annual Amount
Administration and Management	[b4]	Salaries	[b4]
		Benefits	
		Non-Salary	
		Total	
Health Care	[b4]	Salaries	[b4]
		Benefits	
		Non-Salary	
		Total	
Security and Control	[b4]	Salaries	[b4]
		Benefits	
		Non-Salary	
		Total	
Food Service	[b4]	Salaries	[b4]
		Benefits	
		Non-Salary	
		Total	
Safety and Sanitation	[b4]	Salaries	[b4]
		Benefits	
		Non-Salary	
		Total	
Services and Programs	[b4]	Salaries	[b4]
		Benefits	
		Non-Salary	
		Total	
Indirect Costs		Salaries	[b4]
		Benefits	
		Non-Salary	
		Total	
Summary	[b4]	Salaries	[b4]
		Benefits	
		Non-Salary	
		Total	

SECTION C

GENERAL INFORMATION

1.1. SCOPE OF WORK. The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform the management and operation of a Contractor-owned/Contractor-operated detention facility(s) for federal detainees as defined in this performance work statement (PWS), except as specified in Section C-3 as government-furnished property and services, within the geographic boundaries of Newark Airport, New Jersey (50 mile radius). The contractor shall perform to the standards in this contract. The estimated quantities of work are listed in Section B.

1.2. CONTRACTOR PERSONNEL:

1.2.1. Contract Manager. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person, and an alternate or alternates, who shall act for the contractor when the manager is absent, shall be designated in writing to the contracting officer.

1.2.1.1. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to the operation of this contract.

1.2.1.2. The contract manager or alternate shall be available during normal duty hours within 45 minutes to meet with government personnel (designated by the contracting officer) to discuss problem areas. After normal duty hours, the manager or alternate shall be available within two hours.

1.2.1.3. The contract manager and alternate or alternates must be able to read, write, speak, and understand English.

1.2.2. Contractor Employees. The contractor shall not employ persons for work on this contract if such employee is identified to the contractor by the contracting officer as a potential threat to the health, safety, security, general well being or operational mission of the facility and its population.

1.2.2.1. Reserved.

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

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

1.2.2.4. For this purpose, each collective bargaining agreement should provide an effective grievance procedure

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

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

1.2.2.6. Key Personnel. In addition to the Contract Manager, the following are essential personnel with respective minimum qualification requirements the Contractor should consider as critical for performance of the contract. The Contractor may use other titles. Contractors who propose not to provide these positions must explain how required services will be provided. Within fifteen days of contract award, the Contractor shall submit a written request to the CO for conditional employment approval of the Project Coordinator, Facility Director(s) and Assistant Facility Directors(s). The fifteen-day period may be extended for the Facility Director(s) and Assistant Facility Directors positions, if requested in writing by the Contractor and approved by the CO.

1.2.2.6.1. Project Coordinator - Knowledge and experience within the last five years in planning and executing similar contract requirements as contained within this PWS.

1.2.2.6.2. Facility Director(s) - Knowledge of program objectives, policies, procedures and requirements for managing a secure detention facility, at the level of upper-management.

1.2.2.6.3. Assistant Facility Directors - Knowledge of program objectives, policies, procedures and requirements for managing a detention facility, at the level of mid-management.

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

- 1.2.2.7.1. Chief, Security Services
- 1.2.2.7.2. Computer Services Manager
- 1.2.2.7.3. Shift Supervisors
- 1.2.2.7.4. Food Service Administrator
- 1.2.2.7.5. Records Office Manager
- 1.2.2.7.6. Quality Control Specialist
- 1.2.2.7.7. Safety/Environmental Specialist

1.2.2.8. The number, type and distribution of staff as described in the contract staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type and/or distribution of staff described in the staffing plan must be submitted to the CO, through the COTR, for approval prior to implementation. Staffing levels shall not fall below a monthly average of 95%.

1.2.2.9. Each month, the contractor shall submit to the COTR the current average monthly vacancy rate, and

indicate any individual positions that have been vacant more than 120 days.

1.2.3. Security Requirements.

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

1.2.3.2. The Contractor shall develop written standards of conduct, to include those standards outlined in Technical Exhibit 2. These standards shall be maintained as a part of the Contractor's Personnel Policy Manual. Employees, sub-contractors and volunteers are expected to adhere to standards of employee conduct and integrity while on and off duty. The Contractor shall follow procedures in Technical Exhibit 2 in the reporting and investigating standards of conduct violation(s).

1.2.3.3. Prior to employees entering on duty (EOD) at the facility, the Contractor shall ensure the following steps are completed for each applicant as noted below:

- 1.2.3.3.1. A pre-employment interview.
- 1.2.3.3.2. Law enforcement agency checks covering the past five years.
- 1.2.3.3.3. Employment vouchering for the last five years.
- 1.2.3.3.4. Employment Eligibility Verification (BICE Form I-9)
- 1.2.3.3.5. Credit check. (Described in the Fair Credit Reporting Act).
- 1.2.3.3.6. FBI Name and Fingerprint forms completed.
- 1.2.3.3.7. National Crime Information Center (NCIC) check.
- 1.2.3.3.8. National Law Enforcement Telecommunication System (NLETS) check.
- 1.2.3.3.9. Conditional Offer of Employment.
- 1.2.3.3.10. Urinalysis (Drug Screening).
- 1.2.3.3.11. TB Clearance
- 1.2.3.3.12. Questionnaire for Public Trust Positions, SF-85P or approved equivalent, all applicants receiving conditional offer. (Free Electronic Version of SF-85P and 85P-S available at <http://fillform.gsa.gov>)
- 1.2.3.3.13. Supplemental Questionnaire for Selected Positions (OPM Form 85P-S or approved equivalent.
- 1.2.3.3.14. Notify CO of scheduled EOD and Limited Background Investigation (LBI) initiation.
- 1.2.3.3.15. Issue of personnel who transport and their license to carry firearms across state lines

1.2.3.4. Contractor responsibilities subsequent to EOD:

- 1.2.3.4.1. Notification to CO of actual EOD within 24 hours.
- 1.2.3.4.2. Receipt and review of LBI report.
- 1.2.3.4.3. Notification to CO of decision regarding employment.

1.2.3.5. The Contractor shall utilize the Pre-employment Interview Questionnaire and Guidelines of Acceptability (Guidelines) for job applicants as noted in paragraph 1.2.3.3.1. above (available to the Contractor after award). There may be occasions where a job applicant's past behavior is defined as unacceptable by the Guidelines, but the Contractor still desires to select the applicant. In this case, the Contractor shall request the Guidelines be waived. This waiver request shall be submitted to the CO in writing and include: 1) the details and circumstances surrounding the applicant's behavior which is outside the Guidelines; 2) the reason(s) why the applicant should receive further consideration; and, 3) the availability of other suitable applicants.

1.2.3.6. The Contractor shall fingerprint all applicants using government-supplied forms. Completed fingerprint

forms and the SF 85P and SF 85P-S with original signatures and dates must be submitted to the CO for each applicant offered conditional employment. The Government will initiate the National Agency Check, which includes the FBI name and fingerprint check. The COTR will ordinarily advise the Facility Director or designee of the results of name and fingerprint checks within 90 calendar days of submission to the FBI. The Contractor shall complete paragraphs 1.2.3.3.1 thru 1.2.3.3.6 on each prospective employee prior to submitting information required by paragraphs 1.2.3.3.7 thru 1.2.3.3.8 to the CO for completion.

1.2.3.7. The Facility Director or designee of the facility shall be the Contractor's liaison for the processing of data required for the DOJ to conduct NCIC/NLETS, name and fingerprint checks. The information listed below shall be provided for each on-site applicant, to include sub-contractor personnel and volunteers: full name (with aliases, maiden name if applicable, or other names used); date of birth; gender; place of birth; social security number and race. Included with this information, the Facility Director or designee shall certify paragraphs 1.2.3.3.1 thru 1.2.3.3.6 above have been accomplished with satisfactory results for each applicant.

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

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

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

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

1.2.3.12. The Contractor shall ensure a LBI check, as prescribed in the Scope and Coverage of a Limited Background Investigation **Technical Exhibit 6** is requested and all appropriate information received, by the Contractor-designated entity responsible for completing the LBI, prior to an employee's EOD. Within one year of each on-site employee's EOD, the Contractor shall obtain, review, identify and resolve derogatory information contained on the LBI results using the Adjudication Standards for Resolving Limited Background Investigations and Periodic Reinvestigations, outlined in **Technical Exhibit 6**, of the contract. The Contractor shall make a determination regarding the employee's suitability for employment under this contract. Investigations with little or no derogatory information will be reviewed and forwarded to the CO within 90 days of the investigation completion date. Investigations requiring resolution of derogatory information will be forwarded within 180 days of the investigation completion date. Extended adjudication time frames may be requested from the CO on a case-by-case basis.

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

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

1.2.3.15. The Contractor shall ensure all employees are reinvestigated periodically, as prescribed in the Scope and Coverage of a Periodic Reinvestigation in Technical Exhibit 6, of the contract. Employees will be required to complete required investigative forms and fingerprint cards for submission to the COTR. The COTR will initiate the National Agency Check, which includes the name and fingerprint checks. Upon receipt, review, and resolution of any derogatory information contained in the reinvestigation report, the Facility Director shall forward to the CO a written determination regarding the employee's continued employment under this contract. A copy of the reinvestigation report shall be attached to the Facility Director's written request.

1.2.3.16. Reserved.

1.2.4. Employee Training.

1.2.4.1. The Contractor shall provide written policy, procedure and practice that all Contractor personnel (employed, unpaid or subcontracted), receive training prior to EOD and on an annual basis as part of the institution's in-service training plan.

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

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

1.3. QUALITY CONTROL:

1.3.1. In compliance with the contract clause entitled "Inspection of Services," Federal Acquisition Regulation (FAR) Clause 52.246-4, Inspection of Services-Fixed Price, Section E, the contractor shall provide a Quality Control Plan that contains, as a minimum, the items listed in 1.3.2 to the contracting officer for acceptance with their proposal. The Contracting Officer will notify the contractor of acceptance or required modifications to the plan before the contract start date. The contractor shall make appropriate

modifications and obtain acceptance of the plan by the Contracting Officer before the contract start date.

1.3.2. The plan shall include:

1.3.2.1. A description of the inspection system to cover all services listed on the performance requirements summary (PRS). Description shall include specifics as to the areas to be inspected on a scheduled and unscheduled basis, frequency of inspections, and the title and organizational placement of the inspectors. Additionally, control procedures for any government provided keys or lock combinations shall be included.

1.3.2.2. A description of the methods to be used for identifying and preventing defects in the quality of service performed.

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

1.3.3. The records of inspections shall be kept and made available to the government throughout the contract performance period and for the period after contract completion until final settlement of any claims under this contract.

1.4. QUALITY ASSURANCE. According to the Inspection of Services clause, Federal Acquisition Regulation (FAR) Clause 52.246-4, Inspection of Services-Fixed Price, Section E, the government will evaluate the contractor's performance under this contract. For those tasks listed on the PRS (**Technical Exhibit 1**), the contracting officer's technical representative (COTR) or evaluators will follow the methods of surveillance specified in this contract. Government personnel will record all surveillance observations. When an observation indicates defective performance, the COTR will require the contract manager or representative at the site to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation, only acknowledgment that he or she has been made aware of the defective performance. Government surveillance of tasks not listed in the PRS or by methods other than those listed in the PRS (such as provided for by the Inspection of Services clause) may occur during the performance period of this contract. Such surveillance will be done according to standard inspection procedures or other contract provisions. Any action taken by the contracting officer as a result of surveillance will be according to the terms of this contract.

1.4.1. Performance Evaluation Meetings. The contracting officer may require the contract manager to meet with the contracting officer, COTR, and other government personnel as deemed necessary. The contractor may request a meeting with the contracting officer when he or she believes such a meeting is necessary. Written minutes of any such meetings shall be recorded in the contract and signed by the contract manager and the contracting officer or COTR. If the contractor does not concur with any portion of the minutes, such nonconcurrence shall be provided in writing to the contracting officer within 10 calendar days following receipt of the minutes.

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

1.5. PHYSICAL SECURITY. The contractor shall be responsible for safeguarding all government

property provided for contractor use. At the end of each work period, all government facilities, equipment and materials shall be secured.

1.6. RECORDS. The contractor shall be responsible for creating, maintaining, and disposing of only those government required records that are specifically cited in this PWS or required by the provisions of a mandatory directive listed in Section C-6, Applicable Publications and Forms. If requested by the Government, the contractor shall provide the original record, or a reproducible copy of any such record within 5 working days of receipt of the request.

SECTION C-2

DEFINITIONS/ACRONYMS

2.1. GENERAL DEFINITIONS:

2.1.1. Defective Service: A service output that does not meet the standard of performance specified in the contract for that service.

2.1.2. Performance Requirement: The point that divides acceptable and unacceptable performance of a task according to the performance requirement summary and the Inspection of Services clause. It is the number of defectives or maximum percent defective in the lot that is deemed acceptable. Any further defectives will require the government to affect the price computation system.

2.1.3. Performance Requirements Summary: A listing of the service outputs under the contract that are to be evaluated by the COTR on a regular basis, the surveillance methods to be used for these outputs, and the performance requirement of the listed outputs.

2.1.4. Quality Assurance: A planned and systematic pattern of all actions necessary to provide confidence that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved. For purposes of this manual, quality assurance refers to actions by the government.

2.1.5. Quality Control: Those actions taken by a contractor to control the production of outputs to ensure that they conform to the contract requirements.

2.2. TECHNICAL DEFINITIONS/ ACRONYMS.

2.2.1. ACA: American Correctional Association.

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

2.2.3. ALDF: Adult Local Detention Facilities.

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

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

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

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

2.2.8. Contractor: The entity, which provides the services, described in this performance work statement.

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

2.2.10. **Contracting Officer's Technical Representative (COTR):** An employee of the government responsible for monitoring all technical aspects and assisting in administering the contract.

2.2.11. **Control Room:** Integrates all internal and external security communications networks within a secure room. Activities conducted within the control room have a critical impact on the institution's orderly and secure operation.

2.2.12. **Designated Service Official:** An employee of the Bureau of Immigration and Customs Enforcement designated in writing by the USMS/ICE Officer-In-Charge (OIC) to represent USMS/ICE on matters pertaining to the operation of the facility.

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

2.2.14. **Detainee Records:** Information concerning the individual's personal history, criminal history and medical summary and medical alerts, behavior, and activities while in custody, including, but not limited to:

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

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

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

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

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

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

2.2.20. **Facility:** The physical plant and grounds in which The Contractor's services are operated.

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

2.2.22. **Finding of No Significant Impact (FONSI):** Formal statement indicating that no significant effect upon the quality of the human environment will occur because of the proposed action(s).

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

2.2.24. **Immediate Relatives:** Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and sisters) and their spouses.

2.2.25. **Life Safety Code:** A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.

- 2.2.26. **Medical Records:** Records of medical screening assessments, examinations and diagnosis maintained in accordance with guidance by the Health Authority. The following information from these records shall be transferred to the detainee record: date and time of all medical examinations; medical alert information (medical allergies, special diets, mental status); critical information from the medical record in support of current treatments/diagnoses; and, copies of standing or direct medical orders from the physician to the facility staff.
- 2.2.27. **Medical Screening:** A system of structured observation and/or initial health assessment to identify newly arrived detainees who could pose a health or safety threat to themselves or others.
- 2.2.28. **On Call/Remote Custody Officer Post:** These posts shall be operated on demand by the COTR and shall include, is not limited to, escorting and custody of detainees for hearings, USMS/ICE interviews, and any other location requested by the COTR.
- 2.2.29. **Qualified Health Care Professional:** Physicians, dentists, and other professional and technical workers who by state law engage in activities that support, complement or supplement the functions of physicians and/or dentists who are licensed, registered, or certified, as appropriate to their qualifications, to practice.
- 2.2.30. **Responsible Physician:** A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the detainee population of the facility.
- 2.2.31. **Restraint Equipment:** This includes but is not limited to: handcuffs, belly chains, leg irons, straight jackets, flexi cuffs, soft (leather) cuffs, and leg weights.
- 2.2.32. **Safety Equipment:** This includes but is not limited to fire fighting equipment, i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas marks, fans, first aid kits, AED, stretchers and emergency alarms.
- 2.2.33. **Sallyport:** An enclosure situated either in the perimeter wall or fence to the facility or within the interior of the facility, containing gates or doors at both ends, only one of which opens at a time. This method of entry and exit ensures there shall be no breach in the perimeter or interior security of the facility.
- 2.2.34. **Security Devices:** Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls and barriers used to confine and control detainees. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.
- 2.2.35. **Security Perimeter:** The outer portions of a facility, which actually provide for secure confinement of detainees.
- 2.2.36. **Standing Medical Orders:** Written orders, by a physician, to health care personnel and health trained personnel for the definitive treatment of identified minor, self-limiting conditions and for on-site treatment of emergency conditions.
- 2.2.37. **Training:** An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, at an academy of training center, at an institution of higher learning, through contract service, at professional meetings or through closely supervised on-the-job training. Meetings of professional associations are considered training when there is clear evidence of the above elements.
- 2.2.38. **Transportation Costs:** All materials, equipment and labor necessary to respond to requests by designated officials for secure movement of detainees from place to place necessary for processing, hearings, interviews, etc.
- 2.2.39. **Weapons:** This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (MACE), and nightsticks.

SECTION C-3

GOVERNMENT-FURNISHED PROPERTY AND SERVICES

3. GENERAL INFORMATION. If applicable, the government shall provide the facilities, equipment, materials, and services listed here.

3.1. Government-Furnished Property:

- 3.1.1. **Government-Furnished Facilities.** Not Applicable.
- 3.1.2. **Government-Furnished Equipment.** Not Applicable.
- 3.1.3. **Government-Furnished Materials.** Not Applicable.
- 3.1.4. **Government-Furnished Records.** Reference paragraph 1.2.3.6.

3.2. GOVERNMENT-FURNISHED SERVICES. Not Applicable.

SECTION C-4

CONTRACTOR-FURNISHED ITEMS AND SERVICES

4.1. GENERAL INFORMATION. Except for those items or services specifically stated in Section C-3 as government furnished, the contractor shall furnish everything needed to perform this contract according to all its terms.

SECTION C-5

5. SPECIFIC TASKS

5.1. GENERAL INFORMATION. The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform the management and operation of a Contractor-owned/Contractor-operated detention facility(s) for federal detainees as defined in this performance work statement (PWS), except as specified in Section C-3 as government-furnished property and services, within the geographic boundaries of Newark Airport, New Jersey (50 mile radius). The contractor shall perform to the standards in this contract. The estimated quantities of work are listed in Section B.

5.1.1. The facility shall be provided to accommodate at least 300 detainees at a single site. In addition, the institution shall include a special housing unit (segregation) with a capacity of at least 10 percent of the facility rated capacity.

5.1.2. The facility shall be located within the geopolitical boundaries of Elizabeth County, New Jersey. The facility(s) shall be located within appropriate proximity and access to emergency services (medical, fire protection, law enforcement, etc.).

5.1.3. The Contractor shall ensure that the facility operates in a manner consistent with the mission of the Department of Justice (DOJ) and the Department of Homeland Security (DHS), Immigration Customs and Enforcement (ICE) Detention and Removal Operation. ICE Detention and Removal promotes safety and national security by ensuring the departure from the United States of all removable illegal residents through the fair and effective enforcement of the nation's immigration laws. The DOJ is responsible for the custody of individuals arrested or detained for violations of Federal law. Pending the resolution of their cases, these individuals remain in the custody of DOJ. While in custody, DOJ must ensure that such individuals are housed in safe, secure, and humane environment and their statutory and constitutional rights are safeguarded.

5.1.4. Within 90 days of contract award, the Government may perform numerous assessments to ensure contract compliance prior to issuance of the Notice to Proceed (NTP) (See Section F.2).

5.1.5. If the OFDT determines the Contractor is capable of accepting detainees, the NTP will be issued. The

Contractor shall be prepared to accept detainees immediately upon issuance of the NTP.

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

5.1.7. All services and programs shall comply with the PWS; the U.S. Constitution; all applicable federal, state and local laws and regulations; applicable Presidential Executive Orders (E.O.); all applicable case law; and Court Orders. Should a conflict exist between any of the aforementioned standards, the most stringent standard shall apply. When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the Contracting Officer (CO) shall determine the appropriate standard. The Contractor shall comply with, DOJ and ICE regulation, Congressional mandate, Federal law or E.O. Should the Government invoke such changes, the Contractor retains rights and remedies (i.e., equitable adjustment) under the terms and conditions of the contract.

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

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

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

5.1.11. Accomplishments of some ACA standards are augmented by DHS/ICE or DOJ policy and/or procedure. In these instances, the PWS identifies and provides direction for the enhanced requirements. In cases where other standards conflict with DHS/ICE or DOJ policy or standards, DHS/ICE or DOJ policy and standards prevail.

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

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

5.1.14. Reserved.

5.1.15. The Contractor shall protect, defend, indemnify, save and hold harmless the United States Government and its employees or agents, from and against any and all claims, demands, expenses, causes of action, judgements and liability arising out of, or in connection with, any negligent acts or omissions of the Contractor, its agents, sub-contractors, employees, assignees or any one for whom the Contractor may be responsible. The Contractor shall

also be liable for any and all costs, expenses and attorneys fees incurred as a result of any such claim, demand, cause of action, judgement or liability, including those costs, expenses and attorneys fees incurred by the United States Government and its employees or agents. The Contractor's liability shall not be limited by any provision or limits of insurance set forth in the resulting contract.

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

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

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

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

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

5.2. Administration and Management

5.2.1. **Manage Information System for Collecting, Retrieving, Storing, and Reporting Detainee Detention.** All detainee files are to be prepared, maintained, retired, and disposed of in accordance with the ICE policy. Policy and procedures shall be developed to ensure the confidentiality and security of all detainee files.

5.2.2. **Manage Receiving and Discharge of Detainees.** The Contractor shall comply with the ICE policy on Admission and Release when entering detainee admission and release data.

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

5.2.1.2. The Contractor shall provide a detainee classification system that ensures detainees are classified appropriately using objective criteria, and kept physically separate from detainees in other categories. Detainees

will be classified upon arrival, before being admitted to the general population.

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

5.3. SECURITY/CONTROL/DETAINEE ACCOUNTABILITY

5.3.1. Securely Operate the Facility

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

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

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

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

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

5.3.2. **Establish and Maintain a Program for the Prevention of Sexual Abuse/Assault.** The contractor shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program. This program shall include training that is given separately to both staff and detainee alike.

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

5.3.4. **Maintain Detainee Accountability.** A total of four counts will be conducted every 24 hours with at least one per shift. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, control center and shift supervisor's office and shall be maintained for a minimum of 30 days.

5.3.5. **Collect and Disseminate Intelligence Information.** Policy and procedures for collecting, analyzing and disseminating intelligence information regarding issues affecting safety, security and the orderly running of the facility shall be developed. This information should include, but not be limited to: gang affiliations; domestic terrorist groups; tracking of detainees having advanced skills in areas of concern (locksmiths, gunsmiths, explosives, and computers, etc.) narcotics trafficking; mail and correspondences; detainee financial information;

detainee telephone calls; visiting room activity; and actions of high profile detainees. The Contractor shall share all intelligence information with the Government.

5.3.6. Provide Security Inspection System.

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

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

5.3.7.3. The Government may investigate any incident pertaining to performance of this contract. The Contractor shall cooperate with the Government on all such investigations.

5.3.7.4. The Contractor shall immediately report all serious incidents or criminal activity to the COTR. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work place violence, civil disturbances/protests); staff uses of force; assaults on staff/detainees resulting in injuries that require medical attention (does not include routine medical evaluation after the incident); fires; full or partial lock-down of the facility; escape; weapons discharge; suicide attempts; deaths; hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather; fence damage; power outages; bomb threats; significant environmental problems that impact the facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults.

5.3.7. Maintain Institutional Emergency Readiness

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

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

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

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

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

providing such assistance.

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

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

5.3.7.8. The Contractor shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the institution. The use of force by the Contractor shall at all times be consistent with all applicable policies of the federal government and ICE policy on Use of Force.

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

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

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

5.3.8.3. In accordance with the Freedom of Information/Privacy Act (FOIA/PA), the Contractor may not disclose information obtained pertaining to ICE detainees to a third party without written permission from ICE.

5.3.8.4. The Contractor is required to develop a procedural system to identify and record unauthorized access, or attempts to access ICE detainee information. The Contractor will notify the ICE point of contact within four (4) hours of a security incident.

5.4. HEALTH SERVICES

5.4.1. **Public Health Service staff designated by ICE will provide all health services.**

5.4.2. Terminology Explanation:

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

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

5.4.1.3. **NCCHC** - National Commission on Correctional Health Care

5.4.1.4. **USPHS** - United States Public Health Services, Division of Immigration Health Services, Immigration and Naturalization Service.

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

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

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

5.4.5. The contractor shall complete an inventory of all existing contractor-owned medical equipment, furniture, and supplies assigned to the medical unit and provide a copy to the CO within ten days following execution of a modification. The contractor shall make all existing medical equipment, furniture and supplies available for the use of USPHS. Upon notification by USPHS, the contractor shall remove contractor-owned medical equipment, furniture and supplies from the health services unit and shall facilitate the delivery and installation of USPHS equipment, furnishings and supplies.

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

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

5.4.8. The contractor shall provide direct security supervision of detainees in the health unit no less than 24 hours per day, 7 days per week. The contractor shall provide the necessary staff to maintain security and control of the health unit. The contractor shall provide additional security assistance and emergency response as requested by USPHS. The contractor shall coordinate and escort detainees to the health unit for sick call, appointments, in

accordance with sound health care practice and in a manner which optimizes the safe, secure and efficient delivery of health care services and the operation of the health unit. The health unit shall be considered a secure area. The contractor shall limit access to the health unit to USPHS authorized staff, contractor staff on official business, and assigned detainees.

5.4.9. The contractor shall develop and implement a comprehensive plan and procedures to safeguard employees against exposure to blood borne pathogens as prescribed by OSHA. Contractor employees working in the area with detainees with communicable diseases must comply at all times with the requirements of 29 CFR 1910.134. The contractor shall furnish all necessary equipment and employee testing to comply with these requirements.

5.4.10. In coordination with USPHS, the contractor shall develop and implement written policy and procedures that define emergency health care evacuation of detainee(s) from within the facility.

5.4.11. As directed by the COTR, the contractor shall provide transportation, supervision, and security services for detainees assigned to outside health care treatment and 24-hour per day security coverage for detainees assigned to off-premise hospitalization.

5.4.12. Circumstances requiring the use of force and suicide observation within the scope of health care delivery shall be the responsibility of the contractor. The contractor shall assist USPHS in examination of detainees who have been subjected to a use of force. The contractor shall work with USPHS in a team approach to manage detainee behavioral conduct issues. The USPHS will evaluate instances of detainee misconduct to determine if individual detainees behavioral problems are due to mental illness or other reasons. The USPHS shall be the sole approval authority for housing assignments to the health unit.

5.4.13. USPHS will provide, control, and administer prescribed and over-the-counter medication to the facility population.

5.4.14. The contractor shall support and facilitate the USPHS in completion of health screening within 24 hours of a detainees arrival at the facility. The contractor shall provide advanced notice of detainee arrival whenever possible. At no time shall the contractor allow detainees who have not received health screenings to be placed in the general population.

5.4.15. During intake processing the USPHS shall provide detainees with written instructions for gaining access to health care services. The USPHS shall ensure written (oral if detainees is identified as being unable to read) instructions are provided to all detainees in the detainee's native language. The detainee shall similarly be provided with instructions and assistance in personal hygiene, dental hygiene, grooming and health care.

5.4.16. The Contractor shall immediately notify the COTR and USPHS if a detainee is suspected of having communicable or debilitation health problems, which may require medical attention.

5.4.17. The contractor shall provide detainees with the opportunity to submit written health care request requests and/or complaints to USPHS in a confidential manner and ensure such health care communication is delivered to the health unit for appropriate follow-up.

5.4.18. The contractor shall ensure that detainees are provided access to sick call on a daily basis or as determined necessary by USPHS. If a detainee's custody status precludes attendance at sick call in the main health unit, the contractor will provide for sick call services in the place of the detainee'.

5.4.19. In the event of a detainee's death, the contractor shall immediately notify the COTR and the Health Authority. The contractor shall be responsible to identify the remains, notify the next of kin, request an autopsy if required and transport the remains.

5.4.20. The contractor shall be responsible for the placement of first aid kits in facility locations identified by USPHS. USPHS shall be responsible for supply maintenance of all required first aid kits.

5.4.21. The contractor shall develop a comprehensive evacuation plan for the facility, which will include arrangements for the evacuation of disabled detainees and separate transportation of detainees who are in respiratory isolation.

5.4.22. The contractor shall provide written and verbal notice to USPHS of intra-facility detainee transfers and will inform USPHS of removal of detainees from the facility. The contractor will facilitate USPHS in assuring that medications are provided to detainees at the time of removal from the facility.

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

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

5.4.23.2. The Contractor shall establish coroner notification procedures outlining such issues as performance of an autopsy, which will perform the autopsy, obtaining state-approved death certificates, and local transportation of the body.

5.4.23.3. The Contractor shall ensure the body is turned over to the designated family member, the nearest of kin or the Consular Officer of the detainee's country of legal residence.

5.5. FOOD SERVICE

5.5.1. Manage food service program in a safe and sanitary environment

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

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

5.6. DETAINEE SERVICES AND PROGRAMS

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

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

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

5.6.4. **Manage and Maintain a Commissary**

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

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

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

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

5.6.5. **Manage and Maintain a Detainee Telephone System**

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

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

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

5.6.6. Manage a Detainee Work Program

5.6.6.1. Detainee labor shall be used in accordance with the detainee work plan developed by the Contractor. The detainee work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service or other jobs. The detainee work program shall not conflict with any other requirements of the contract and must comply with all applicable laws and regulations. (Technical Exhibit 7 - ICE Voluntary Work Program Form)

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

5.6.7. **Provide for the Special Needs of the Female Detainee Population.** The Contractor's health care plans and procedures shall also address female health care issues. The government shall provide programs and services relative to the female gender.

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

5.7. Physical Plant

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

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

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

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

5.7.5. The facility, whether new construction or existing physical plant, shall comply with 40 U.S.C. 619, which stipulates compliance with nationally recognized codes and comply with the latest edition in effect on the date of proposal submission of one of the following codes:

5.7.5.1. The Uniform Building Code (UBC), with the State of facility location's Amendments

5.7.5.2. The Building Officials and Code Administrators (BOCA) National Building Code (NBC)

5.7.5.3. The Standard Building Code (SBC)

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

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

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

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

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

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

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

5.7.13. A safety program shall be maintained in compliance with all applicable Federal, state and local laws, statutes, regulations and codes. The Contractor shall comply with the requirements of the Occupational Safety and

Health Act of 1970 and all codes and regulations associated with 29 CFR 1910 and 1926.

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

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

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

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

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

5.7.19. The Contractor shall provide operational space for ICE, DOJ, and EOIR operations. **Technical Exhibit 3** outlines specific requirements. All office and multiple use space shall be complete with appropriate electrical, communication, and phone connections.

5.7.20. Government space shall be climate controlled and located consistent with the administrative office space for the Contractor's staff. Government-occupied space shall be separate from, but accessible to, detainee housing units and the centralized visiting area. The Contractor shall be responsible for all maintenance, security and costs associated with space designated for Government staff.

5.7.21. The Contractor shall provide no less than 25 parking spaces for Government use.

5.8. **REMOTE CUSTODY AND SECURE TRANSPORTATION SERVICES.** Provide remote custody and secure transportation services as specified in Technical Exhibit 8.

SECTION C-6

APPLICABLE PUBLICATIONS AND FORMS. Publications and forms that apply to the PWS are listed below. The publications and forms have been coded as mandatory or advisory. The contractor is obligated to follow those publications and use those forms coded as mandatory to the extent specified in other sections of this PWS. The contractor shall be guided by those publications or use those forms coded advisory to the extent necessary to accomplish requirements in this PWS. All publications and forms listed shall be made available by the government at the start of the contract.

It is the responsibility of the contractor to establish follow-on requirements with the publications distribution office. Supplements or amendments to listed publications from any organizational level may be issued during the life of the contract. The contractor shall immediately implement those changes that result in a decrease or no change in the contract price and notify the contracting officer in writing of such change. Should a decrease in contract price result, the contractor shall provide a proposal for a reduction in the contract price to the contracting officer. Before implementing any change that will result in an increase in contract price, the contractor shall submit to the contracting officer a price proposal within 30 calendar days following receipt of the change by the contractor. The contracting officer and the contractor shall negotiate the change into the contract under the provisions of the contract clause entitled "Changes." Failure of the contractor to submit a price proposal within 30 calendar days following receipt of the change entitles the government to performance according to such change at no increase in contract price (unless the time requirement is waived by the contracting officer according to paragraph (c) of the Changes clause).

6.1.1. Unless otherwise specified by the CO, the Contractor is required to perform in accordance with the most current editions of the following:

6.1.2. Mandatory

6.1.2.1. Performance-Based Standards for Adult Local Detention Facilities, 4th Edition

6.1.2.2. Uniform Federal Accessibility Standards/Fed Std. _ 795 4/01/88 Edition" (UFAS)

6.1.2.3. The Contractor shall comply with all statutes, regulations and guidelines from the National Archives and Records Administration. Records and information management functions are required and mandated by the following regulations: 44 U.S.C., 21, 29, 31 and 33; 36 CFR 12; 41 CFR 201 subchapters A and B; OMB Circular A-130; and DOJ Order 2710.8A, Removal and Maintenance of Documents. Criminal penalties for unlawfully destroying, damaging or removing federal records are addressed in 18 USC 2071, 793, 794 and 7989.

6.1.3. Advisory

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SECTION D - PACKAGING AND MARKING

1.1 Payment for Postage and Fees. All costs incurred by the Contractor for postage and fees required for performance of this contract shall be paid by the Contractor.

1.2 Marking. All information submitted to the Contracting Officer, Contracting Officer's Technical Representative shall clearly indicate the Contract Number **ODT-5-C-0010**.

SECTION E – INSPECTION AND ACCEPTANCE

(a) Definitions. "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 reperformance, 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.

SECTION F- DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER
52.242-17	APR 1984	Government Delay of Work

F.2 PERFORMANCE

2.1 Within 90 days of contract award, contract performance shall begin upon written issuance of the Notice to Proceed (NTP) signed by the Contracting Officer. Upon receipt of the NTP, the contractor shall immediately begin accepting detainees. The contractor's ability to perform in accordance with the terms of the contract will be assessed prior to issuance of the NTP.

2.2 The performance period of the contract shall be effective from the NTP through September 30, 2008 with the Government's unilateral right to exercise the five (5) individual three-year option periods in accordance with the terms of this contract.

SECTION G – CONTRACT ADMINISTRATION DATA

1.1 CONTRACTING OFFICER (CO). The following Contracting Officer will represent the Government for the purpose of this contract:

Lori A. Ray
Office of the Federal Detention Trustee
National Place Building, Suite 1210
1331 Pennsylvania Ave, NW
Washington DC, 20530
Phone: 202-353-4601
Fax: 202-353-4611

1.1.1 The Contracting Officer is responsible for directing or negotiating any changes in terms, or amounts cited in the contract. Only the Contracting Officer has the authority to:

- increase or decrease the contract amount;
- direct or negotiate and changes;
- modify or extend the period of performance;
- authorize payment under this contract;
- otherwise modify any terms or conditions of this contract.

1.2 Contracting Officer's Technical Representative (COTR) (JAR 2852.201-70) (JAN 1985)

(a) Mr. Theodric Anderson, of the Office of the Federal Detention Trustee, National Place Building, Suite 1210, 1331 Pennsylvania Ave, NW, Washington DC, 20530, Phone: 202-353-4601, Fax: 202-353-4611, is hereby designated to act as Contracting Officer's Technical Representative (COTR) under this contract.

(b) The COTR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COTR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

1.3 INVOICE PREPARATION AND SUBMISSION. In consideration for the contractor's satisfactory performance of services called for under this contract, monthly payments shall be made to the contractor at the rates identified in Section B. An appropriate invoice to be submitted to the COTR at the address listed above must include:

- Name and address of the Contractor;

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- Invoice date and number;
- Contract number, contract line item number;
- Description, quantity, unit of measure, unit price and extended price of the services provided;
- Terms of any discount for prompt payment offered;
- Name and address of official to whom payment is to be sent;
- Name, title, and phone number of person to notify in event of defective invoice; and
- Taxpayer Identification Number; and
- Electronic funds transfer banking information in accordance with FAR 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration.
- Monthly vacancy rate (Section C, paragraph 1.2.2.9)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

1.1 CHANGE IN KEY PERSONNEL. Following contract award, any change in key personnel listed in Section C, paragraphs 1.2.2.6 and 1.2.2.7 during contract performance, is subject to the review and approval of the CO. The Contractor shall submit evidence that the qualifications of the prospective replacement personnel are equal to or greater than personnel vacating the positions. Such requests for review and approval shall be in writing.

POST-AWARD PERFORMANCE CONFERENCE

1.2.1 A post-award performance conference may be held prior to issuance of the Notice to Proceed. The purpose of the post-award performance conference is to: discuss and develop a mutual understanding concerning scheduling and administering the work; introduce OFDT and contractor staff; and resolve as many potential problems as possible before performance.

1.2.2 Contractor participation in the post-award performance conference is required. The Contract Manager, and other contractor personnel as identified by the Contracting Officer, will be required to attend the post-award performance conference.

INSURANCE REQUIREMENTS. Coverage shall be at least to the following minimum limits. If the contractor has or obtains primary and umbrella excess policies, there shall be no gap between them.

1.3.1 Workers' Compensation Insurance in an amount required by the law of the state in which the institution is located for all employees of the contractor;

1.3.2 General Liability Insurance in an amount not less than two million dollars (\$2,000,000) for each occurrence with an aggregate of at least five million dollars (\$5,000,000). Stand-alone coverage for this project is desired. However, if the commercial general liability format is used, the aggregate limits are to apply per location and per project.

1.3.2.1 Coverage shall also include medical and professional liability for nurses, doctors, attorneys, counsellors, psychologists and/or social workers.

1.3.2.2 Coverage to include unlimited defense coverage in addition to limits of liability;

1.3.3 Automobile and other vehicle liability insurance in an amount not less than \$2,000,000 per occurrence, insurance is to be provided under a business auto form; Contractor must provide proof prior to performance date that all required insurance has been obtained. Proof of the renewal will be required on the anniversary date of the policy.

SECTION I - CONTRACT CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLED-SIDED ON RECYCLED PAPER
52.204-6	OCT 2003	DATA UNIVERSAL NUMBERING SYSTEM
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS
52.217-2	OCT 1997	CANCELLATION UNDER MULTIYEAR CONTRACTS
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	JAN 2002	SMALL BUSINESS SUBCONTRACTING PLAN

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52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUNE 2003	CONVICT LABOR
52.222-4	SEP 2000	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.222-44	FEB 2004	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-12	MAY 1995	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.246-4	AUG 1996	INSPECTION OF SERVICES -- FIXED-PRICE
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES Alternate I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-3	JAN 1991	CONTINUITY OF SERVICES

52.237-7	JAN 1997	INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES - FIXED-PRICE Alternate I (APR 1984)
52.244-6	JUL 2004	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

1.1 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Department of Justice, OFDT and shall not be binding until so approved.

1.2 52.215-19 Notification of Ownership Changes (Oct 1997)

The Contractor shall make the following notifications in writing:

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

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

(b) The Contractor shall --

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

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

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

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

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

1.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months.

The Contracting Officer may exercise the option by written notice to the Contractor within the current performance period.

1.4 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 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 18 years.

1.5 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.

(See Section J, Attachment 1)

1.6 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (Apr 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Justice clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

Comprehensive Secure Detention Services
Elizabeth City, NJ

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SECTION J - LIST OF ATTACHMENTS

Attachment No.	Title	No. OF Pages
1	Wage Determination under the Service Contract Act	8
2	Reserved	
3	Reserved	
4	Reserved	

Attachment 1

REGISTER OF WAGE DETERMINATIONS | U.S. DEPARTMENT OF LABOR
UNDER THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
William W. Gross | Division of | WASHINGTON D.C. 20210
Director Wage Determinations
| Wage Determination No.: 1994-2353
| Revision No.: 20
| Date Of Last Revision: 08/06/2004

State: New Jersey
Area: New Jersey Counties of Essex, Hudson, Morris, Sussex, Union

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.82
01012 - Accounting Clerk II	15.11
01013 - Accounting Clerk III	15.32
01014 - Accounting Clerk IV	17.92
01030 - Court Reporter	19.26
01050 - Dispatcher, Motor Vehicle	19.05
01060 - Document Preparation Clerk	14.45
01070 - Messenger (Courier) 11.70	
01090 - Duplicating Machine Operator	13.14
01110 - Film/Tape Librarian	15.22
01115 - General Clerk I	11.76
01116 - General Clerk II	13.22
01117 - General Clerk III	14.45
01118 - General Clerk IV	18.34
01120 - Housing Referral Assistant	19.92
01131 - Key Entry Operator I	12.98
01132 - Key Entry Operator II	14.17
01191 - Order Clerk I	14.99
01192 - Order Clerk II	19.37
01261 - Personnel Assistant (Employment) I	14.85
01262 - Personnel Assistant (Employment) II	16.67
01263 - Personnel Assistant (Employment) III	18.70
01264 - Personnel Assistant (Employment) IV	20.79
01270 - Production Control Clerk	18.97
01290 - Rental Clerk	16.65
01300 - Scheduler, Maintenance	16.92
01311 - Secretary I	16.92
01312 - Secretary II	19.21
01313 - Secretary III	20.45
01314 - Secretary IV	23.33
01315 - Secretary V	25.17
01320 - Service Order Dispatcher	18.18

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01341 - Stenographer I	17.71
01342 - Stenographer II	19.06
01400 - Supply Technician	23.33
01420 - Survey Worker (Interviewer)	15.85
01460 - Switchboard Operator-Receptionist	13.40
01510 - Test Examiner	19.21
01520 - Test Proctor	19.21
01531 - Travel Clerk I	13.25
01532 - Travel Clerk II	14.36
01533 - Travel Clerk III	15.59
01611 - Word Processor I	14.60
01612 - Word Processor II	16.38
01613 - Word Processor III	18.28
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	16.53
03041 - Computer Operator I	16.59
03042 - Computer Operator II	18.41
03043 - Computer Operator III	21.11
03044 - Computer Operator IV	23.54
03045 - Computer Operator V	26.08
03071 - Computer Programmer I (1)	21.64
03072 - Computer Programmer II (1)	25.73
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	17.65
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.38
05010 - Automotive Glass Installer	24.74
05040 - Automotive Worker	24.74
05070 - Electrician, Automotive	24.72
05100 - Mobile Equipment Servicer	22.59
05130 - Motor Equipment Metal Mechanic	26.91
05160 - Motor Equipment Metal Worker	24.74
05190 - Motor Vehicle Mechanic	26.93
05220 - Motor Vehicle Mechanic Helper	21.79
05250 - Motor Vehicle Upholstery Worker	23.67
05280 - Motor Vehicle Wrecker	24.74
05310 - Painter, Automotive	25.98
05340 - Radiator Repair Specialist	24.74
05370 - Tire Repairer	17.92
05400 - Transmission Repair Specialist	27.09
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	11.44
07010 - Baker	12.59
07041 - Cook I	11.57
07042 - Cook II	12.59
07070 - Dishwasher	9.45
07130 - Meat Cutter	16.37
07250 - Waiter/Waitress	9.98
09000 - Furniture Maintenance and Repair Occupations	

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09010 - Electrostatic Spray Painter	20.95
09040 - Furniture Handler	15.93
09070 - Furniture Refinisher	20.95
09100 - Furniture Refinisher Helper	17.68
09110 - Furniture Repairer, Minor	19.20
09130 - Upholsterer	20.95
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.59
11060 - Elevator Operator	11.57
11090 - Gardener	13.95
11121 - House Keeping Aid I	12.33
11122 - House Keeping Aid II	13.16
11150 - Janitor	13.65
11210 - Laborer, Grounds Maintenance	12.59
11240 - Maid or Houseman	12.33
11270 - Pest Controller	15.42
11300 - Refuse Collector	12.16
11330 - Tractor Operator	14.95
11360 - Window Cleaner	13.44
12000 - Health Occupations	
12020 - Dental Assistant	14.85
12040 - Emergency Medical Technician (EMT)/ Paramedic/Ambulance Driver	13.99
12071 - Licensed Practical Nurse I	11.58
12072 - Licensed Practical Nurse II	18.15
12073 - Licensed Practical Nurse III	20.15
12100 - Medical Assistant	13.10
12130 - Medical Laboratory Technician	15.71
12160 - Medical Record Clerk	14.34
12190 - Medical Record Technician	16.41
12221 - Nursing Assistant I	7.84
12222 - Nursing Assistant II	9.12
12223 - Nursing Assistant III	11.09
12224 - Nursing Assistant IV	11.96
12250 - Pharmacy Technician	12.79
12280 - Phlebotomist	11.96
12311 - Registered Nurse I	19.79
12312 - Registered Nurse II	29.57
12313 - Registered Nurse II, Specialist	29.57
12314 - Registered Nurse III	35.78
12315 - Registered Nurse III, Anesthetist	35.78
12316 - Registered Nurse IV	42.76
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	24.80
13011 - Exhibits Specialist I	19.70
13012 - Exhibits Specialist II	24.80
13013 - Exhibits Specialist III	29.12
13041 - Illustrator I	18.77
13042 - Illustrator II	23.18
13043 - Illustrator III	25.21
13047 - Librarian	29.32
13050 - Library Technician	17.44
13071 - Photographer I	19.12

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13072 - Photographer II	19.35
13073 - Photographer III	24.80
13074 - Photographer IV	28.60
13075 - Photographer V	34.16
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	9.63
15030 - Counter Attendant	9.63
15040 - Dry Cleaner	11.86
15070 - Finisher, Flatwork, Machine	9.63
15090 - Presser, Hand	9.63
15100 - Presser, Machine, Drycleaning	9.63
15130 - Presser, Machine, Shirts	9.63
15160 - Presser, Machine, Wearing Apparel, Laundry	9.63
15190 - Sewing Machine Operator	12.59
15220 - Tailor	13.30
15250 - Washer, Machine	10.44
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.22
19040 - Tool and Die Maker	27.34
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	16.97
21020 - Material Coordinator	17.74
21030 - Material Expediter	17.74
21040 - Material Handling Laborer	12.34
21050 - Order Filler	12.45
21071 - Forklift Operator	15.63
21080 - Production Line Worker (Food Processing)	16.77
21100 - Shipping/Receiving Clerk	14.16
21130 - Shipping Packer	13.34
21140 - Store Worker I	11.69
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.60
21210 - Tools and Parts Attendant	18.10
21400 - Warehouse Specialist	18.10
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.57
23040 - Aircraft Mechanic Helper	19.50
23050 - Aircraft Quality Control Inspector	27.11
23060 - Aircraft Servicer	21.17
23070 - Aircraft Worker	22.13
23100 - Appliance Mechanic	20.95
23120 - Bicycle Repairer	17.92
23125 - Cable Splicer	28.55
23130 - Carpenter, Maintenance	26.29
23140 - Carpet Layer	22.08
23160 - Electrician, Maintenance	31.16
23181 - Electronics Technician, Maintenance I	15.18
23182 - Electronics Technician, Maintenance II	23.05
23183 - Electronics Technician, Maintenance III	24.00
23260 - Fabric Worker	19.20
23290 - Fire Alarm System Mechanic	23.66
23310 - Fire Extinguisher Repairer	18.55
23340 - Fuel Distribution System Mechanic	23.66

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23370 - General Maintenance Worker	17.74
23400 - Heating, Refrigeration and Air Conditioning Mechanic	23.66
23430 - Heavy Equipment Mechanic	23.66
23440 - Heavy Equipment Operator	27.24
23460 - Instrument Mechanic	23.66
23470 - Laborer	13.74
23500 - Locksmith	20.95
23530 - Machinery Maintenance Mechanic	20.80
23550 - Machinist, Maintenance	19.79
23580 - Maintenance Trades Helper	14.62
23640 - Millwright	24.73
23700 - Office Appliance Repairer	21.53
23740 - Painter, Aircraft	21.53
23760 - Painter, Maintenance	24.09
23790 - Pipefitter, Maintenance	25.72
23800 - Plumber, Maintenance	22.61
23820 - Pneudraulic Systems Mechanic	23.66
23850 - Rigger	23.66
23870 - Scale Mechanic	20.48
23890 - Sheet-Metal Worker, Maintenance	23.98
23910 - Small Engine Mechanic	20.07
23930 - Telecommunication Mechanic I	25.13
23931 - Telecommunication Mechanic II	26.11
23950 - Telephone Lineman	25.13
23960 - Welder, Combination, Maintenance	18.97
23965 - Well Driller	24.35
23970 - Woodcraft Worker	23.66
23980 - Woodworker	18.55
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.78
24580 - Child Care Center Clerk	14.82
24600 - Chore Aid	9.69
24630 - Homemaker	18.18
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	25.94
25040 - Sewage Plant Operator	20.95
25070 - Stationary Engineer	25.94
25190 - Ventilation Equipment Tender	19.45
25210 - Water Treatment Plant Operator	23.05
27000 - Protective Service Occupations	
(not set) - Police Officer	28.67
27004 - Alarm Monitor	16.05
27006 - Corrections Officer	24.86
27010 - Court Security Officer	26.47
27040 - Detention Officer	24.68
27070 - Firefighter	29.21
27101 - Guard I	11.98
27102 - Guard II	15.74
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	20.26
28020 - Hatch Tender	20.26
28030 - Line Handler	20.26

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28040 - Stevedore I	19.51
28050 - Stevedore II	21.23
29000 - Technical Occupations	
21150 - Graphic Artist	21.02
29010 - Air Traffic Control Specialist, Center (2)	32.80
29011 - Air Traffic Control Specialist, Station (2)	22.63
29012 - Air Traffic Control Specialist, Terminal (2)	24.92
29023 - Archeological Technician I	17.71
29024 - Archeological Technician II	19.90
29025 - Archeological Technician III	24.58
29030 - Cartographic Technician	24.58
29035 - Computer Based Training (CBT) Specialist/ Instructor	30.58
29040 - Civil Engineering Technician	23.06
29061 - Drafter I	10.82
29062 - Drafter II	19.65
29063 - Drafter III	19.90
29064 - Drafter IV	24.58
29081 - Engineering Technician I	16.23
29082 - Engineering Technician II	18.25
29083 - Engineering Technician III	22.25
29084 - Engineering Technician IV	24.24
29085 - Engineering Technician V	26.50
29086 - Engineering Technician VI	31.66
29090 - Environmental Technician	21.65
29100 - Flight Simulator/Instructor (Pilot)	33.42
29160 - Instructor	26.69
29210 - Laboratory Technician	20.41
29240 - Mathematical Technician	24.58
29361 - Paralegal/Legal Assistant I	17.45
29362 - Paralegal/Legal Assistant II	21.79
29363 - Paralegal/Legal Assistant III	23.79
29364 - Paralegal/Legal Assistant IV	27.36
29390 - Photooptics Technician	24.58
29480 - Technical Writer	29.99
29491 - Unexploded Ordnance (UXO) Technician I	20.85
29492 - Unexploded Ordnance (UXO) Technician II	25.23
29493 - Unexploded Ordnance (UXO) Technician III	30.24
29494 - Unexploded (UXO) Safety Escort	20.85
29495 - Unexploded (UXO) Sweep Personnel	20.85
29620 - Weather Observer, Senior (3)	20.72
29621 - Weather Observer, Combined Upper Air (3) and Surface Programs	18.66
29622 - Weather Observer, Upper Air (3)	18.66
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.58
31260 - Parking and Lot Attendant	8.91
31290 - Shuttle Bus Driver	14.72
31300 - Taxi Driver	11.79
31361 - Truckdriver, Light Truck	14.72
31362 - Truckdriver, Medium Truck	16.79
31363 - Truckdriver, Heavy Truck	21.56
31364 - Truckdriver, Tractor-Trailer	21.56

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99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.51
99030 - Cashier	10.30
99041 - Carnival Equipment Operator	12.06
99042 - Carnival Equipment Repairer	12.59
99043 - Carnival Worker	10.32
99050 - Desk Clerk	11.86
99095 - Embalmer	24.20
99300 - Lifeguard	10.96
99310 - Mortician	26.62
99350 - Park Attendant (Aide)	13.76
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.86
99500 - Recreation Specialist	16.52
99510 - Recycling Worker	14.72
99610 - Sales Clerk	11.64
99620 - School Crossing Guard (Crosswalk Attendant)	10.27
99630 - Sport Official	10.96
99658 - Survey Party Chief (Chief of Party)	18.97
99659 - Surveying Technician (Instr. Person/ Surveyor Asst./Instr.)	17.25
99660 - Surveying Aide	12.58
99690 - Swimming Pool Operator	15.06
99720 - Vending Machine Attendant	13.18
99730 - Vending Machine Repairer	15.06
99740 - Vending Machine Repairer Helper	13.18

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

Source of Occupational Title and Descriptions:

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

TECHNICAL EXHIBIT 1

TE 1. PERFORMANCE REQUIREMENTS SUMMARY

TE 1.1. **General:** In accordance with (IAW) the Federal Acquisition Regulations (FAR), subpart 37.601 Performance-based contracting methods are to ensure that required performance quality levels are achieved and that total payment is related to the degree that services performed meet contract standards. Further, the contract specifies procedures for adjustment to the price of a fixed-price contract when services are not performed or do not meet contract requirements. In addition, Performance-based contracts shall use measurable performance standards and the Government Quality Assurance Surveillance Plan (QASP).

TE 1.1.1. IAW FAR subpart 37.602-2, Agencies shall develop quality assurance surveillance plan when acquiring services. These plans shall recognize the responsibility of the contractor to carry out its quality control obligations and shall contain measurable inspection and acceptance criteria corresponding to the performance standards contained in the Performance Work Statement. The QASP focuses on the level of performance required by the Performance Work Statement, rather than the methodology used by the contractor to achieve that level of performance.

TE 1.2. **Authority for Inspection and Acceptance.** IAW with the clause located at 52.246-4, Inspection of Services - Fixed Price, the Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract.

TE 1.2.1. The QASP is not part of the contract nor is it intended to relieve the contractor's quality control responsibilities. To ensure that services performed conform to contract requirements, the Government may use one or more inspection review systems.

TE 1.2.2. The contract requirements are divided into various disciplines, each of which has a number of functional areas. Successful performance of a functional area is essential for successful performance of the related discipline. Each discipline comprises a specific percentage of the overall contract requirement. Adjustments in contract price will be based on these percentages applied to the overall monthly invoice.

TE 1.2.3. The Government reserves the right to develop and implement new inspection techniques and instructions at any time during contract performance without notice to the contractor.

TE 1.3. **Methods of Surveillance.** The following methods of surveillance shall be used in the administration of the Quality Control Plan:

TE 1.3.1. **Systematic.** Systematic reviews will be scheduled reviews focusing on the functional areas. The review team may consist of contracted subject matter expert review teams (SME's) of Immigration and Customs Enforcement (ICE).

TE 1.3.2. **Ad-Hoc.** Reviews will be conducted as a result of special interest arising from routine monitoring of the contractor's quality control system and unusual occurrences pertaining to the contract or other Government concerns. The Reviewer's Guide will be used to conduct these reviews.

TE 1.4. **Facilities**

TE 1.4.1. The facility will be reviewed at least once every twelve months in accordance with the terms of the contract. Reviews may be done on a more frequent basis if specified in the contract, or if facility performance is found to be substandard.

TE 1.4.2. The contractor shall be paid on a monthly basis, as such services provided for each billing cycle must be determined based on performance to be Acceptable: Level of performance in the aggregate meets the performance standard; deficiencies are minor and no outstanding elements of performance are present within the review guideline; unacceptable: Level of performance in the aggregate fails to meet the performance guideline; deficiencies are pervasive. The aforementioned ratings will be applied in relation to the applicable payment schedule and delivery of services.

TE 1.5. **Review Process.** A facility review will consist of five phases: pre-review preparation, on-site review, report production, review of conclusions, and follow-up review. If the facility has programs that receive "Deficient" or "At-Risk" performance ratings, the facility will undergo a follow-up review phase. A review for the facility will not be considered final until the follow-up review phase has been completed. If all of the facility's reviewed programs are judged to be "Acceptable" or better, the facility review will be closed after the facility has completed any specified corrective actions and action plans. More details on activities that will occur during each of the review phases are provided in the following sections.

TE 1.6. **Discovery of Deficiencies.** The review team will investigate and report on any significant and relevant problems or areas needing improvement. Review team members will also examine the status and results of corrective actions implemented by the facility after recent reviews to determine whether the deficiencies have been remedied. Although the review team will consider concerns identified by detainees during interviews, the government will maintain a separate formal process for evaluating and acting upon formally lodged detainee complaints.

TE 1.6.1. A deficiency is defined as "a facility or facility administration problem or weakness noted by the review team that needs to be corrected." In its broadest sense, a deficiency includes any condition needing improvement, but the term "deficiency" also can be used to describe:

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

TE 1.6.2. For each deficiency in a program area discovered during the on-site review, the review team coordinator will determine whether the deficiency is indicative of a significant finding (i.e., a glaring deficiency or pattern of deficiencies substantial enough to conclude that corrective action is required). In evaluating the seriousness, or materiality, of each deficiency, the review team coordinator will consider the risk presented by the deficiency to the facility's ability to effectively conform to the functional areas. The pervasiveness of the condition, the magnitude of deviation from expectations, and the effect on the facility's internal controls will also be weighed.

TE 1.6.3. If the review team coordinator concludes that the deficiency is material enough to warrant a significant finding, the review team will collect and organize evidence of the deficiency in a manner that supports

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

TE 1.6.4. Deficiencies deemed by the review team coordinator to be insufficiently material to justify presentation, as one or more significant findings will be disclosed in a separate section of the facility review report. This separate section will include non-binding recommendations for corrective action that the contractor will be encouraged to implement. A contractor's failure to implement a non-binding recommendation will not, by itself, cause the facility to receive a lower performance rating during its next facility review. However, if the facility exhibits worsening performance party as a result of not implementing the recommended corrective action, it could earn a lower performance rating during the next review.

TE 1.7. **Life-Threatening Conditions and Public Safety Concerns.** Review team members will alert the review team coordinator to any facility conditions that might pose a threat to detainees' lives or compromise facility security to a degree that the lives of facility staff or the public are endangered. The Review Team Coordinator, in turn, will investigate the condition further with review team members. If the review team coordinator confirms the condition's severity, he or she will discuss it with the contractor as soon as possible, and will encourage the contractor to correct the condition before the on-site inspection is completed.

TE 1.8. **Fraud, Abuse, and Illegal Acts.** The review team will inform the review team coordinator if it discovers any evidence of fraud, abuse, or illegal acts. The review team coordinator will inform the contractor of these discoveries and will include descriptions of the offending activities in a special and prominent section of the facility review report.

TE 1.9. **Hindered Reviews.** Facility programs that cannot be adequately reviewed due to a lack of cooperation from facility staff, the staff's failure to adequately prepare for the on-site inspection, or by interference with the review itself will receive an "At-Risk" performance rating for each program that was inadequately evaluated. In these cases, the review team will attempt to evaluate all programs to the extent possible despite the hindrances. The review team will complete a review report that includes descriptions of the manner in which the review team was prohibited from completing proper program evaluation.

TE 1.10. **Cancellation of Reviews due to Unforeseen Circumstances –** Scheduled and confirmed facility reviews that cannot be conducted due to circumstances beyond the control of the facility staff or the review team (e.g., inclement weather that precludes review team travel, a staff medical emergency, etc.) will be rescheduled for the earliest possible date. The review team coordinator will inform the contractor of the dates for the rescheduled review within 10 days of the original review's postponement. A contractor can request a facility review postponement by formally submitting this request to the Review Team Coordinator, along with an explanation of the circumstances justifying the cancellation. Facility review postponements and rescheduling will rarely occur. Each occurrence will be documented in the review file of the corresponding facility; this file will include a signed formal letter explaining why the postponement was needed.

TE 1.11. **Performance Ratings.** The review team will assess and indicate the levels at which each facility performs its prescribed functions. During a facility review, performance ratings will be assigned to the facility for each of the nine programs identified by the functional areas. The review team will use the individual program

performance ratings to assign an overall performance rating to the facility and the overall rating will, in turn, influence the frequency with which the facility is reviewed in the future.

TE 1.12. Ratings. The following is a list of ratings that will be used to represent facility program performance:

TE 1.12.1. **Excellent:** The program conforms to the functional areas in an exceptional manner and conformance is maintained with exceptional internal controls. Policies and procedures for achieving the program standards are documented and adequate for the mission of the facility; the policies and procedures are communicated to staff; the policies and procedures are fully implemented; and the desired outcome is achieved. Level of performance in the aggregate exceeds the minimum performance standard by substantial margin; deficiencies are nonexistent or extremely minor.

TE 1.12.2. **Good:** The program conforms to the functional areas in an acceptable manner. Internal controls limit procedural deficiencies. The facility more than accomplishes the requirements of program standards. Level of performance in the aggregate meets the performance standard; deficiencies are minor and offset by outstanding elements of performance within the review guideline.

TE 1.12.3. **Acceptable:** The program is meeting the requirements of the functional areas. There are no breakdowns that would keep the program from continuing to accomplish the mission of the facility. Level of performance in the aggregate meets the performance standard; deficiencies are minor and there are no outstanding elements of performance present within the review guideline.

TE 1.12.4. **Deficient:** The program is unable to meet the requirements of one or more of the functional areas. Internal controls are weak, resulting in serious deficiencies in one or more areas. Level of performance in the aggregate fails to meet the performance standard; deficiencies are pervasive.

TE 1.12.5. **At-Risk:** Operation of the program is impaired to the point that the facility is unable to accomplish its mission. The program is unable to meet the requirements of the functional area and is unlikely to meet those requirements in the foreseeable future without substantial corrective action. Level of performance in the aggregate fails to meet the performance standard; deficiencies require immediate corrective actions.

TE 1.13. **Overall Performance Rating.** After the individual program performance ratings for a facility have been determined, the Review team coordinator will assign an overall performance rating to the facility and include the rating in the facility review team report. The overall facility performance ratings are identical to the program performance ratings—"Excellent", "Good", "Acceptable", "Deficient", and "At Risk"—but are applied at the discretion of the Review Team Coordinator, who will examine the individual program performance ratings and exercise his/her professional judgment of the facility's overall performance. Similarly, review team members will exercise their professional judgment when reviewing the facility review report and may elect to change the overall performance rating. However, the overall program performance rating assigned to the facility will be no more than one level higher than the lowest performance rating received by any of the nine facility programs. For example, if one of a facility's programs receives a "Deficient" rating, the overall performance rating for the facility cannot be higher than "Acceptable," even if the facility's other eight programs all receive "Excellent" ratings.

TE 1.14. **Review of Conclusions**

TE 1.14.1. **Review of Initial Review Report.** The review board will examine the initial facility review report and the recommendations produced by the review team, and will furnish the review team coordinator with any changes within 10 calendar days after receiving the report. Review team members will be consulted to clarify any ratings

that appear inconsistent with the report narrative.

TE 1.14.2. Transmittal of Report to Contractor. The review team coordinator will make the stipulated report changes within 10 days after receiving comments from the review board, and will transmit the updated report to the review board, Contracting Officer and contractor. If no corrective actions are required, the contractor will contact the review team coordinator within 30 days to acknowledge receipt of the report, and at this time may comment on the contents of the report or the overall rating received. If corrective actions are required, the contractor will declare either agreement or disagreement with the binding recommendations in the report. If the contractor is in agreement with the findings, he/she will report back to the review team coordinator on the steps taken to comply with the binding recommendations within 30 days of receiving the facility review report. For each action that the contractor does not expect to complete within 30 days, a written action plan identifying target dates for completing each major step will be developed and included in the report. The review team coordinator will review the contractor administrator's response to ensure that it is complete and that all required corrective actions have been taken, or that an action plan has been developed to remedy significant findings within 90 days of the facility review report issue. The facility review team coordinator will forward all appropriate facility review documentation to the Contracting Officer, as necessary.

TE 1.14.3. Appeals of Review Findings. If the contractor disagrees with any finding, binding recommendation, or performance rating, he or she will submit a formal written appeal to the review board within 30 days of receiving the facility review report. In this appeal, the contractor will explain why a rating or finding is unjustified, or why a required action cannot or will not be taken. In the latter case, the contractor will suggest alternative methods of correcting the deficiency or of improving the program. The review board will evaluate the appeal and, if necessary, will discuss its merits with the review team. Within 30 days of receiving the appeal, the review board will decide whether to accept or deny the appeal and will send formal written notification of this decision through the Contracting Officer to the contractor and review team. If an appeal is accepted, the review team coordinator will amend the facility review report to reflect approved changes. After decisions have been reached on any appeals, the review team coordinator will distribute copies of the final version of the facility review report to all involved parties. The contractor will implement corrective actions and develop action plans for corrections that cannot be completed within 30 days. Corrective actions described by action plans will be completed within 90 days of the facility review report.

TE 1.14.4. "Acceptable," "Good," and "Excellent" Program Reviews. If the final facility review report indicates that each of the reviewed facility programs received a rating of "Acceptable" or better, the facility review will be closed after corrective actions have been completed and action plans have been developed, and the Contracting Officer and contractor will be notified of the closure in writing. Facility programs will be scheduled for their next reviews in accordance with the scheduling considerations described in Section 3.7 (Facility Review Scheduling).

TE 1.14.5. "Deficient" Program Reviews. Any facility programs receiving a "Deficient" performance rating will undergo a follow-up review phase immediately after the final review report is issued. The facility review will not be closed until this follow-up review phase is completed.

TE 1.14.6. "At-Risk" Program Reviews. If the final report assigned an "At-Risk" performance rating to any facility program, the detainees will be relocated to alternate facilities, if possible, without creating substantial difficulties for the affected federal agencies. Any facility programs receiving an "At-Risk" performance rating will undergo a follow-up review phase immediately after the final review team report is issued. The facility review will not be closed until this follow-up review phase is completed.

TE 1.15. Follow-up Review

TE 1.15.1. Communication of Corrective Actions Needed. The review team coordinator or an assigned monitor will assist and track the facility's progress in correcting deficiencies and implementing needed improvements. As mentioned previously, the contractor is responsible for determining whether the corrective actions prescribed in the facility review team report can be completed within 30 days of issuance of the report. For each action that cannot be completed within 30 days, the contractor will develop a written action plan identifying target dates for completing each major step. All actions will be completed no more than 90 days after the issue of the final review report. The contractor will send the action plans to the review team coordinator and Contracting Officer within 30 days of the final facility review report issue. The review team coordinator will review the action plans and will determine whether they will adequately address the underlying deficiencies. Any concerns will be discussed immediately with the contractor, who will formally notify the review team coordinator after all action plans have been completed.

TE 1.15.2. Review of Completed Corrective Actions. The contractor will implement all corrective actions specified in the final team report and will formally document the actions taken, sign this document, and submit it to the review team coordinator or other designated monitor. After receiving documentation of completed corrective actions and action plans from the contractor, the review team will determine whether to conduct one or more follow-up reviews to verify firsthand that the deficiencies have been remedied. Follow-up inspections will be conducted within 30 days of receipt of documentation from the contractor. This inspection will focus only on the program(s) affected by the corrective actions. The review team coordinator will verify that the documentation provided by the contractor is accurate and that the corrective actions taken do not reduce facility performance in other areas below an "Acceptable" level. The review team coordinator will hold a closeout meeting with the contractor at the end of the follow-up inspection to discuss its preliminary conclusions.

TE 1.15.3. Follow-Up Review Report. No later than 14 days after the end of the follow-up inspection, the review team coordinator or monitor will prepare a formal written report presenting the results of the follow-up review, and will submit this report to the contractor and review board. If no on-site inspection is done, the report will be completed within 30 days of receipt of documentation from the contractor. This report will indicate whether the corrective actions sufficiently improve the affected facility programs to an "Acceptable" performance level or better. If the review team coordinator or monitor deems that facility changes are adequate, the follow-up review and facility review will be closed, the Contracting Officer and the contractor will be notified of the closure. None of the performance ratings for facility programs will be altered as a result of the follow-up review, no matter how well the facility addresses its deficiencies, and the next facility program reviews will be scheduled according to the procedures described previously.

TE 1.15.4. Appeals of Follow-Up Conclusions. If the review team coordinator or monitor concludes that the corrective actions taken by the facility are inadequate to bring the reviewed facility programs to an "Acceptable" performance level or better, the contractor will be given 10 days to appeal this conclusion. To lodge an appeal, the contractor will formally submit a written letter detailing any flaws in the follow-up analysis and explaining why the facility's improvements meet the corrective actions prescribed. The review board will weigh the appeal and issue a decision no later than 10 days after receiving it. The follow-up review report will be amended to reflect the review board's decision, if the review board agrees with the contractor argument. The follow-up review and facility review will be closed, the Contracting Officer and contractor will be notified of the closure, and the next facility program reviews will be scheduled.

TE 1.15.4.1. If the contractor does not appeal the conclusion (i.e., that program performance has not improved to a rating of "Acceptable" or better), or if the review board denies the contractor appeal of this conclusion, the review board will decide the course on which to proceed with the facility. In such a case, the review board could elect to terminate use of the facility and relocate detainees to a suitable facility. If the facility review process determines that a non-federal facility is at-risk and has become unsuitable for continued housing of federal detainees, the review coordinator will immediately telephonically contact, and provide written notification of the facility's status to, the USMS and/or ICE for consultation prior to the removal of any detainees from that facility. If there is substantial demand for the facility's bed space, and the facility displays the desire and ability to improve deficiencies, the review board might choose to instead have the facility undergo another follow-up review cycle. In this scenario, the sequence of actions will be identical to those described at the beginning of the follow-up review phase. Although the same review team coordinator or monitor will not necessarily be assigned to the second follow-up review cycle, doing so will promote efficiency. If the problematic facility programs still do not meet or exceed "Acceptable" levels after the second follow-up review cycle; the review board could specify additional review cycles. However, because significant staff resources are required for each review cycle, the benefit of continuing the follow-up review process rather than waiting until the next regularly scheduled review will be carefully considered.

TE 1.15.5. **Waivers and Modified Use Agreements.** If the review board determines that detainees will not be removed from the facility, the review board could waive conformance to certain evaluation criteria, possibly limiting the facility to modified use. The review team might prefer one of these alternatives to terminating or delaying the government's use of a facility, particularly if no suitable alternate facilities are available for use. A waiver typically will be issued for each deficiency that prohibits a facility program from being evaluated as "Acceptable" or better. Several waivers could be issued for a given facility. Any waivers that the review board issues will have expiration dates not exceeding 12 months from date of issue, will be signed by the review board leader, and will be referenced in the follow-up review and facility review reports. Waiver copies will be distributed to the contractor and to review team coordinator for placement in the follow-up review report.

TE 1.15.6. Modified facility use could be ordered if, by restricting its use, the facility could house detainees without compromising detainee safety and security. For example, a facility that does not successfully complete the follow-up review process might be prohibited from housing detainees for more than 72 consecutive hours, pursuant to a temporary use agreement. Decisions to permit modified facility use will be formally documented and disseminated similarly to waivers. After the necessary waivers and restrictions have been obtained, the follow-up review and facility review will be closed, the contractor will be notified of their closure, and the next facility program reviews will be scheduled. Again, none of the performance ratings for facility programs will be altered as a result of the follow-up review.

TE 1.15.7. **Filing and Retention of Review Report.** When a facility review is closed, all reports completed as part of the facility review—including completed and closed follow-up review reports—will be included in the facility review file. An inventory of reports other background information regarding the facility's performance that were collected from other agencies during the pre-inspection preparation phase will also be kept. The government will retain these support documents and all working documents generated during a facility review in accordance with requirements in the FAR. Only one review file and set of support documents will be retained for each facility. After the retention period has elapsed, the government will archive the working documents in accordance with government regulations.

TE 1.16. This Performance Requirements Summary (PRS) serves to communicate what the Government intends to qualitatively inspect. The PRS and Reviewers Guide are based on ACA standards, the Performance Work Statement (PWS), professional guidelines referenced by the PWS, applicable Government policy and any other

appropriate measure within the contracted services. The PRS and Reviewers Guide identify:

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

Administration and Management – addresses policy development and monitoring; internal quality control; maintenance of detainee records, funds, and property; admission and orientation procedures; detainee release; and accommodations for the disabled

Reduction: 10%

Functional Areas	Policy Development and Monitoring (A.1) Internal Inspections and/or Reviews (A.2) (K.1) Detainee Records (A.3) Admission and Orientation (A.4 ICE Access Standard) Personal Property and Monies (A.5) (K.2) Detainee Release (A.6) (K.3) Accommodations for the Disabled (A.7) Policy On Staffing (A.8) Quality Control (A.9)
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Security and Control – addresses the issuance of policies and procedures to staff; appropriate use of force; maintenance of daily incident logs; emergency readiness; and detainee accountability and discipline

Reduction: 25%

Functional Areas	Post Orders (C.1) (K.6) Permanent Logs (C.2) Security Features (C.3) (K.7) Security Inspections and/or reviews (C.4) (K.8) Control of Contraband (C.5) Detainee Searches (C.6) Detainee Accountability and Supervision (C.7) Use of Force (C.8) Non-routine Use of Restraints (C.9) Tool & Equipment Control (C.10) Weapons Control (C.11) Detainee Discipline (C.12) Supervision for Special Housing (C.13) Contingency/Emergency Plan (C.14) (K.9)
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Food Service – addresses basic sanitation procedures and the adequacy of meals provided to detainees	
Reduction: 15%	
Functional Areas	Sanitation Requirements (D.1) (K.10) Ensure Meals are Varied (D.2) (K.11) Special Diets (D.3)
Staff and Detainee Communication – addresses opportunities for detainees to communicate with staff; detainee grievance procedures; and the provision of diversity training for staff	
Reduction: 5%	
Functional Areas	Staff-Detainee Communication (E.1) (K.12) Diversity Training (E.2) Detainee Grievances (E.3) (K.13)
Safety and Sanitation – addresses the adequacy of fire safety programs; the control of dangerous materials and/or hazards; air quality, noise levels, and sanitation of the facility; and the cleanliness of clothing and bedding	
Reduction: 15%	
Functional Areas	Fire Safety (F.1) Non-Hazardous Furnishings (F.2) Control of Dangerous Materials (F.3) Environmental Control (F.4) Clothing and Bedding (F.5) (K.14) Personal Hygiene/Well-being (F.6) Physical Facility and Equipment (F.7) (K.15)
Services and Programs – addresses detainee classification; religious practices; work assignments; juvenile needs; availability of exercise opportunities; access to legal materials and legal representation; access to a telephone; visitation privileges; and the handling of detainee mail and correspondence	
Reduction: 25%	
Functional Areas	Classification, Review, and Housing (G.1) (K.16) Religious Practices (G.2) (K.17) Volunteer Work Assignments (G.3) Work Assignments and Security (G.4) Juvenile Needs (G.5 Not Applicable) Exercise and Out-of-Cell Opportunities (G.6) Legal Materials (G.7 ICE Access Standard) Legal Representation (G.8 ICE Access Standard) (K.18) Telephone Access (G.9 ICE Access Standard) Visitation Privileges (G.10 ICE Access Standard) Detainee Mail and Correspondence (G.11) (K.19)

Workforce Integrity – addresses the adequacy of the facility’s hiring process and background check procedures, and the adequacy of procedures to respond to allegations of staff misconduct	
Reduction: 2.5%	
Functional Areas	Staff Background and Reference Checks (H.1) Staff Training, Licensing, and Credentialing (H.2) Staff Misconduct (H.3)
Detainee Discrimination – addresses the adequacy of policies and procedures designed to prevent discrimination against detainees based on gender, race, religion, national origin, or disability	
Reduction: 2.5%	
Functional Areas	Discrimination Prevention (I.1)

TE 2.1. GOVERNMENT QUALITY ASSURANCE.

TE 2.1.1. The Government’s Quality Assurance Program (QASP) is based on the premise that the contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The QASP procedures recognize that the contractor is not a perfect manager and that unforeseen and uncontrollable problems do occur. Good management and use of an adequate QCP will allow the contractor to operate within acceptable quality levels.

TE 2.1.2. In accordance with FAR 52.246-4, Inspection of Services—Fixed-Price, each phase of the services rendered under this contract is subject to inspection both during the contractor’s operations and after completion of the tasks. When the contractor is advised of any unsatisfactory condition(s), the contractor shall submit a written report to the Contracting Officer (CO) addressing corrective/preventive actions taken. The QASP is not a substitute for quality control by the contractor.

TE 2.1.3. The COTR may check the contractor’s performance and document any non-compliance, however, only the Contracting Officer may take formal action against the contractor for unsatisfactory performance.

TE 2.1.4. The Government may reduce the contractor’s invoice or otherwise withhold payment for any individual item of non-conformance observed as specified below in the Contractor’s Failure to Provide Services Clause. The Government may apply various inspection and extrapolation techniques (i.e., 100 % surveillance, random sampling, planned sampling, unscheduled inspections, etc.) to determine the quality of services and the total payment due.

TE 3.1. CONTRACTOR’S FAILURE TO PERFORM REQUIRED SERVICES. The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this solicitation. Specifically, the Government reserves its rights under the Inspection of Services and Termination Clauses. Any reductions in the contractor’s invoice shall reflect the contract’s reduced value resulting from the contractor’s failure to perform required services. The contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

TE 4.1. INSPECTION BY REGULATORY AGENCIES

Work described within the contract is subject to inspection by other regulatory agencies. The contractor shall

respond to all requests for information and inspection or review findings by regulatory agencies.

TE 5.1. INSPECTION AND RECEIVING REPORT

The contractor shall prepare an original invoice plus two copies. (See Section G for invoice preparation.) The Original Invoice shall be furnished to the COTR. An additional copy of the invoice, clearly marked as an Information Copy, shall be submitted to the CO to increase efficiency in the certification process.

Upon receipt of a proper invoice, the COTR will certify that the services were satisfactorily performed and forward to the CO for coordination.

TECHNICAL EXHIBIT 2

Standards of Contractor Employee Conduct and Responsibility

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

1. **Personal Conduct**

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

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

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

Employees are prohibited from engaging in criminal conduct. Employees are further prohibited, while on Government property, to participate in games for money or other personal property, the operation of gambling devices, conducting a lottery or pool, or selling or purchasing numbers tickets. Illegal activities on the part of any contract employee, in addition to being unlawful, reflect on the integrity of the Bureau and betray the trust and confidence placed in it by the public. It is expected that contract employees shall obey not only the letter of the law, but also the spirit of the law while engaged in personal or official

activities. Should an employee be charged with, arrested for, or convicted of any felony or misdemeanor, that employee must immediately inform and provide a written report to the Facility Director. Traffic violations resulting in fines under \$150 shall be exempt from the reporting requirement.

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

2. **Responsiveness**

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

3. **Confidentiality**

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

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

4. **Facility Identification**

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

5. **Introduction of Contraband**

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

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

6. **Sanctions for Misconduct**

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

contractor to remove any employee from the contract for failure to comply with the standards of employee conduct.

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

7. **Reporting Misconduct**

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

8. **Investigations of Misconduct**

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

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

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

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

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

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

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

The contractor shall maintain and preserve all documents compiled during an internal investigation. No

investigative records shall be destroyed without the expressed permission of the CO.

9. **Employee Training**

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

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

TECHNICAL EXHIBIT 3

MAPS AND WORK AREA LAYOUT

1. SPACE

- a. Space must provide a minimum of 9,156 square feet of contiguous occupiable space if two additional courtrooms are built. This adds 3,671 square feet to the Executive Office for Immigration Review's (EOIR's) existing space of 5,485 square feet.
- b. The design of the premises, especially building core, must be conducive to efficient layout and good utilization.
- c. The EOIR requests that from the earliest stages of space planning the autonomy of both agencies (DHS and EOIR) be emphasized in the layout. EOIR space should be clearly delineated and separated to the maximum extent practicable from DHS space. This separation and delineation will not only reduce the possibility of improper ex parte communication, but it will also make clear to the public that the Immigration Court is an entity distinct from the DHS.
- d. Exterior Signage: An entrance sign is to be provided and installed. The sign may be free standing or mounted on the building. Lettering shall read:

**U. S. Department of Justice
Immigration Court**

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

2. SECURITY REQUIREMENTS

- a. Agency requires contiguous space. Space will be accessible to the public while providing adequate security measures. Space to be on the second floor or above, due to the highly sensitive and critical filing and archiving system and for increased personnel security. Unique building site and/or security issues and concerns may also preclude building occupancy.
- b. If agency space requirement does not allow assignment on one floor, floors must be contiguous with secured internal circulation within each floor. Internal secured vertical access to be provided.
- c. If slab-to-slab walls are not possible, woven wire fabric 10 gauge, or better, must be installed in false ceilings to prevent unauthorized entry. Wall surrounding Ballistic-related Transaction Window to have 9-11 gauge steel mesh lathe installed between studs and drywall on the public side.
- d. Agency requires the establishment of a public access control (PAC) point where visitors are required to pass through a screening area containing a guard(s), a magnetometer, and/or X-ray equipment prior to visiting the court.
- e. There shall be the installation and wiring of a fully operational duress system, which, when activated, will summon an immediate armed response and engage ceiling mounted strobe lights. Duress system components are as follows:

- Panic buttons shall be cylinder slide, no noise; alarm reset with key operation.
- Controller shall be Radionics #D7212B or equivalent.
- Electronic keypad shall be Radionics #D1255 or equivalent.
- Strobe lights shall be SECO-LARM SL-126 ceiling/wall mount or equivalent.
- Wiring shall be steel shield or conduit, 18-22 gauge, four conductor, copper.

f. The judge's private entrance/exit door in each courtroom will be equipped with a Simplex Unican lock, viewport, deadbolt and an Electronic Door Release System (EDRS) incorporated into the duress alarm system (the duress button will activate the EDRS).

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

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

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

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

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

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

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

3. PARKING AND TRANSPORTATION. Parking needs to be located on-site in a secured parking environment. For this assignment, agency requires three (3) spaces.

4. PARTITIONS

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

PARTITIONS: SUBDIVIDING:

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

5. DOORS

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

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

DOOR HARDWARE:

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

WINDOWS: Building standard window treatment for sun control.

6. VENTILATION

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

7. OFFICE SPACE

- a. Private offices: Standard office build-out, solid core wood door with building standard lock set. Court Administrator to receive a duress alarm activation button at desk location.
- b. Waiting Area:
 - Standard office build-out, vinyl wall covering, chair rail and vinyl tile flooring.
 - Wall separating the Waiting Area from Reception Area shall extend slab to slab, STC of 40.
 - Shatter-resistant transaction window incorporating a center speaker device, shall be installed in the wall

immediately between the waiting area and the receptionist. Transaction window to have a hinged lockable panel for file/paper exchange.

- Matching laminate counters (15" D x approximate 8-LF) to be installed on both the Waiting Area and Receptionist Area sides of the transaction window. Contractor to provide a minimum of three (3) samples of laminate.

c. Reception/Administrative Area:

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

d. Case File Room: Vinyl floor covering; standard office build-out; door to have Unican combination lock.

e. Printer Areas: Standard office build-out with low walls (4'-6") with finished painted hardwood cap.

f. Copier Room: Standard office build-out with separately zoned cooling capability.

g. Computer Room:

- Slab to slab partitioning, STC of 40, door to have Simplex Unican lock.
- Furnish and install an 4' x 4' x 3/4" plywood mounting board for the Agency's provided telephone equipment.
- Furnish and install a thermostatically controlled suspended ceiling type supplemental air-conditioning system or separately zoned cooling capacity to be capable of maintaining a temperature range of 65 to 75 degrees Fahrenheit and a humidity range of 40% to 60%; 24 hours a day.
- Furnish and install three (3) quadruplex electrical outlets, 120V-20A, 3 wire, single phase receptacle type—NEMA 5-20R, individual branch electrical circuit, isolated ground, orange.
- Furnish and install one (1) duplex electrical outlet(s), 120-20A, 3 wire, single phase receptacle type—NEMA 5-20R, individual branch electrical circuit, orange at 54" AFF.
- Supply, install, label, terminate and test Category 5e, eight wire twisted pair plenum rated cable runs to connect from computer workstations to the computer room. Cable runs will originate at each workstation location with a single AT&T, 8-pin, RJ 45 jack (pin-out configuration: 1,2; 3,6; 4,5; 7,8) and will terminate and be hard wired into the back of a patch panel that meets TIA/EIA-568B Category 5e standards in the ADP Room and each cable at the workstation locations. The patch panel to be installed in a floor-mounted upright distribution rack located in the computer room. Each end to be clearly marked to uniquely identify each cable in the computer room and each at the workstation locations. Each cable shall be tested for Category 5e certification (certification documents to be sent to EOIR at the above address.

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

Qualified personnel shall perform all work in a workmanlike manner, in accordance with the manufacturer's specifications, local codes and the best trade practices. All lines shall be run concealed in the ceiling and will be attached every twenty (20) feet in the required fasteners. No wiring will lay on ceiling tiles. Where wiring passes through a floor deck or wall and is not otherwise concealed or run in a protected electrical closet or exposed and could be subject to tampering or any form of mechanical abuse it shall be installed in Wiremold or other suitable protective covering or proper electric conduit.

h. Courtroom:

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

i. Break Room:

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

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

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

k. Conference Room: Standard office build-out with carpet floor covering.

FINISH AND FLOORING SPECIFICATIONS

**Comprehensive Secure Detention Services
Elizabeth City, NJ**

**Corrections Corporation of America (CCA)
Contract Award No. ODT-5-C-0010**

Paint:

General Space: (To match existing)

Specification:

Wood Cap: (To match existing)

Specification:

Dais Wall: (To match existing courtrooms)

Specification:

Vinyl Wall Covering:

Manufacturer: (To match existing)

Specification:

VCT:

Manufacturer: (To match existing)

Specification:

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

Manufacturer: (To match existing)

Specification:

Vinyl Base Molding:

Manufacturer: (To match existing)

Specification:

Break Room Counter:

Manufacturer: (To match existing)

Specification:

Break Room Cabinets:

Manufacturer: (To match existing)

Specification:

Waiting Room Counter:

Manufacturer: (To match existing)

Restroom:

Manufacturer: (To match existing)

Specification:

TECHNICAL EXHIBIT 4

TE 4. REQUIRED REPORTS

TE 4.1. This PWS contains numerous references, which direct the Contractor to notify, contact or provide the CO with information or data. Post-award, the CO may formally designate other Government individuals to assume those responsibilities.

TE 4.2. All records related to contract performance should be retained in a retrievable format for the duration of the contract. Except as otherwise expressly provided in this PWS, the Contractor shall, upon completion or termination of the resulting contract, transmit to the Government any records related to performance of the contract.

TECHNICAL EXHIBIT 5

TE 5. QUALITY STANDARDS

TE 5.1. Unless otherwise specified, the Contractor is required to perform in accordance with the most current edition of the American Correctional Association (ACA) Performance-Based Standards for Adult Local Detention Facilities.

TE 5.2. The Contractor shall obtain ACA accreditation within 24 months of NTP and shall maintain continual compliance with all ACA standards and supplements during the performance of the contract, unless otherwise specified by the OFDT. Once full accreditation has been obtained, the Contractor shall maintain this accreditation throughout the life of the contract, inclusive of any option periods exercised. Failure to perform in accordance with contract requirements and to obtain ACA accreditation within 24 months from NTP may, at a minimum, will result in a reduction of the contract price.

TE 5.3. Accomplishment of some ACA standards is augmented by DOJ policy and/or procedure. In these instances, the PWS identifies and provides direction for the enhanced requirements. In cases where other standards conflict with DOJ Policy or Standards, DOJ Policy and Standards prevail.

TECHNICAL EXHIBIT 6

Contractor Background Investigations

Part I

Scope and Coverage of a Limited Background Investigation (LBI)

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

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

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

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

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

The **National Agency Check** consists of a check of OPM's Security Investigation Index (SII), which is an index of investigations conducted by OPM and other Federal Investigative agencies, a check of FBI fingerprint files, a check of FBI investigative files, and a check of the Department of Defense Investigative Index of civilian and military personnel. It is checked by Inquiry, Linkage, and Record.

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

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

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

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

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

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

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

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

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

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

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

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

Part II

Scope and Coverage of a Periodic Reinvestigation

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

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

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

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

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

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

Personal Subject Interview is scheduled at current job location.

Education is not scheduled.

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

Employment is not scheduled

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

Stateside Military Service is not scheduled.

Part III

Adjudication Standards for Resolving LBI and Periodic Reinvestigation

- A. **INTRODUCTION:** The review of background investigations and the resolution of derogatory information is an essential part of the process for determining whether an individual is eligible for government contract employment with the Department of Justice (DOJ). These functions should be conducted, whenever possible, by designated personnel outside of the employee's supervisory chain. The supervisor's knowledge of derogatory information may affect the supervisor's objectivity regarding performance appraisal, promotions, etc., of the employee. Any reference to "government employment" within this document includes persons working under

contract at the District of Columbia Requirement.

- B. **PURPOSE:** The purpose of this document is to assist those individuals who initially review background investigations for employment and for those individuals who conduct Subject Interviews for the purpose of resolving and documenting derogatory information. Derogatory information appears in a background investigation in a number of ways. Some information is derogatory information on its face and is both easily recognized and identified. There is other information that, standing alone is somewhat innocuous. When this information is reviewed in the context of other information, it may also require resolution.
- C. **PRINCIPALS:** All derogatory information must be favorably resolved by the contractor before the DOJ will consider granting final approval for employees to work with Federal offenders under this contract. The resolution will require the adjudicator to identify the information, explain why it is considered insignificant, or provide documented resolution. It is not sufficient to resolve derogatory information by merely indicating that the employee exhibits acceptable job performance.

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

- (1) If the background investigation or reinvestigation demonstrates the employee is open regarding his or her conduct, no personal interview or other action is warranted.
- (2) If the background investigation or reinvestigation indicates, or raises an unresolved question as to whether the employee is concealing any conduct that reasonably would subject the employee to coercion, the contractor will arrange for an interview with the employee to discuss:
 - (a) the issue of concealed conduct that was raised during the background investigation or reinvestigation, and whether or not the employee is in fact concealing any conduct that reasonably would subject the employee to coercion. If the discussion demonstrates that the person is not concealing any such conduct, no further action is warranted.
 - (b) If the employee may be concealing conduct that reasonably would subject the employee to coercion, the interviewer will continue to discuss:
 - 1) the contractors' concern regarding the potential for coercion, pressure, manipulation, or blackmail;
 - 2) the contractor's Employee Standards of Conduct requirement that the employee immediately submit a written report of

any attempt at coercion or blackmail to the CEO.

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

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

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

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

(1) Loyalty. Any information, which indicates the employee is not loyal, should be identified as derogatory. Several examples, which should bring into question an individual's loyalty, are:

- advocating force or violence to overthrow the government of the United States;
- establishing contact with a secessionist, anarchist or with any representative of a foreign government whose interests may be contrary to the interests of the United States;
- membership in organizations which systematically commit criminal acts against the United States Government.

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

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

identified in the background investigation case papers or the actual background investigation:

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

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

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

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

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

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

(a) Sexual Conduct: Sexual conduct and behavior become important to the adjudication of a background investigation when there is evidence the employee could be coerced or blackmailed due to sexual conduct. Should it be determined an employee could be subjected to coercion because of sexual conduct, this information must be addressed and resolved. If sexual conduct becomes germane, homosexual and heterosexual conduct will be treated the same. Resolution is obtained through procedures used to determine if a person is susceptible to coercion (c(1)) and c(2)).

(b) Alcoholism: Any information which tends to show the employee uses alcohol to excess, or any information that shows alcohol use affecting job performance should be identified as derogatory information. Look for pattern of behavior vs. an isolated incident.

(4) Mental Disorders-Treatment: Medical treatment for a mental condition, as distinguished from marriage counseling and social services counseling for family problems, must be clarified to determine whether the employee's job performance may be adversely affected. The purpose of identifying this kind of information is to remove any reasonable doubt regarding the current seriousness of a problem. Temporary depression related to the death of a loved one or the failure of a marriage is to be expected, whereas long term depression would cause considerably greater concern.

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

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

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

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

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

(a) Debts to be Resolved:

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

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

Discrepancies on these forms may be an indication the employee has falsified one of the forms to either conceal past behavior, or to exaggerate or misrepresent qualifications or

suitability. In either case, all discrepancies must be resolved.

- (7) **Arrests:** An arrest, regardless of the offense or when it was committed, is derogatory information. The nature and severity of the offense and when it was committed will have a bearing on the adjudication. Generally, the more recent the offense the greater impact it will have on the adjudication. An arrest that resulted in a conviction and fine/imprisonment must be accompanied by sufficient evidence the employee has been rehabilitated.
- (8) **Drug Usage:** Evidence of illegal use of prescription or nonprescription drugs by an employee requires resolution. In resolving drug related derogatory information, the offense must be viewed against the age of the employee and when the offense occurred. In addition, information should be obtained and consideration given regarding what drug(s) were used, how often, and any treatment the employee received for drug usage.
- (9) **Confidential Source Information:** Background investigations will sometimes contain information provided by sources who request confidentiality under the Privacy Act. It is not permissible, in most cases, to include this information in the resolution of derogatory information because of the risk of identifying the source. Only information that is otherwise substantiated elsewhere in the investigation or pre-employment documents and from an unprotected source can be used.
- (10) **Classified Information:** Similarly, National Security Information classified at the "Confidential," "Secret," and "Top Secret" levels sometimes appears in background investigations. When such information is identified, the contractor shall handle it appropriately.

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

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

TECHNICAL EXHIBIT 7 - ICE voluntary work program form

Detainee Voluntary Work Program Agreement Service Processing Center/Contract

Detention Facility

[Insert Facility Name]

Detainee Voluntary Work Program Agreement:

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

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

I, _____, A# _____, have read, understand, and agree
(Detainee name) to comply with the above. I have received and understand relevant
safety training regarding my work assignment:

Work Assignment

Detainee Signature/Date

TECHNICAL EXHIBIT 8

REMOTE CUSTODY AND SECURE TRANSPORTATION SERVICES

A. Remote custody services.

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

B. Transportation services.

The Contractor shall provide all transportation services as required to transport detainees securely, in a timely manner, to locations directed by the ICE representative. When officers are not providing transportation services, the Contractor shall assign the employees to supplement security duties within the facility. However, the primary function of these officers is transportation.

2. The Contractor shall assign a sufficient number of two-person teams of transportation officers on a daily basis to ensure as follows:
 - (a) Three (3), eight-hour shifts which provides 24-hour coverage.
 - (b) Contractor shall provide not less than one (1) team per shift.
 - (c) Teams in addition to (b) above shall be assigned as necessary to meet transportation demands.
3. The Contractor shall furnish vehicles in good repair and suitable, as approved by the ICE representative, to safely provide the required transportation service. The Contractor shall not allow employees to use their privately owned vehicles to transport detainees. The Contractor shall furnish vehicles equipped with interior security features including physical separation of detainees from officers. The Contractor shall provide the security specification of the vehicles to the ICE representative for review and approval prior to installation in the vehicles. The Contractor shall provide vehicles, which must always be

available and capable of transporting detainees with accompanying luggage. Of the total number of Contractor vehicles provided at least two (2) must be capable of transporting no less than (15) detainees and at least one (1) capable of transporting no less than 48 detainees with accompanying luggage or property.
Contractor provided vehicles will have the annual State required motor vehicle inspection, and such documentation will be provided to the ICE representative.

C. The Contractor personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances and wear the same uniforms as those Contractor personnel provided for in the other areas of this contract.

D. The Contractor shall, upon twenty-four hours advance notification by ICE, effect the removal of detainee(s) from the contract facility to the scheduled carrier for departure from designated airport(s). ICE may request the Contractor to effect removals with less than twenty-four hour notification. Whenever the Contractor cannot fulfil the requested assignment by transportation officers, the Contractor shall notify ICE within one (1) hour of notification of the assignment so that alternate arrangements can be scheduled by ICE.

During all transportation activities, at least one custody officer shall be the same sex as the detainee. Questions concerning custody officer assignments shall be directed to the ICE representative.

E. The transportation team shall escort the detainee(s) to/from the airport flight gates. The detainee(s) shall be guarded by two contract Custody Officers at all times. This shall be done in such a manner as to eliminate public contact especially at boarding gates. The Contractor custody officers shall ascertain that there are no unobservable exits, which might allow the detainee to escape. They shall remain at the gate until the aircraft is airborne and the carrier gate attendant verifies its departure verbally. Contractor custody officers shall then verify detainee(s) departure in writing to the ICE representative. With respect to arriving flights, custody officers shall remain at the arrival gate until the detainee(s) is/are in custody, unless the flight has been cancelled or verified by ICE that other arrangements have been made. Warrants of Deportation and all other related ICE documents shall be returned to the ICE Supervisor upon completion of the escort assignment. The Contractor shall insure that completed documents are properly executed and accurately completed before submission to ICE. Contractor shall ensure that two (2) officers shall staff each vehicle transporting detainees. Contractor shall further ensure that two (2) officers shall escort every ten (10) departing detainees.

F. The Contractor shall, upon order of the ICE representative, or upon his/her own decision in an urgent medical situation, transport a detainee to a hospital location. A Custody Officer(s) shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the ICE representative. The Contractor shall then transport the detainee to the detention site.

G. The ICE representative may direct the Contractor to transport detainees to unspecified, miscellaneous locations and then to return the detainee to the detention site.

Comprehensive Secure Detention Services
Elizabeth City, NJ

Corrections Corporation of America (CCA)
Contract Award No. ODT-5-C-0010

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

- H. The Contractor shall establish a communications system that has direct and immediate contact with all vehicles and post assignments. Upon demand, ICE will be provided with current status of all vehicles and post assignment employees.
- I. In the event any ICE representative directed long-distance transportation service results with the Contractor incurring meals or hotel fees, reimbursement analogous to Government costs for a similar trip may be authorized upon verification of such costs.

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 2

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

1. DATE OF ORDER 09/13/2005		2. CONTRACT NO. (If any) ODT-5-C-0010		6. SHIP TO: a. NAME OF CONSIGNEE Department of Homeland Security	
3. ORDER NO. HSCEOP-05-F-00473		4. REQUISITION/REFERENCE NO. DRO-05-R-0399		b. STREET ADDRESS 70 Kimball Avenue John W. Clarke Building Attn: Donna Jaro/Glenn Bombardier	
5. ISSUING OFFICE (Address correspondence to) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536		c. CITY South Burlington		d. STATE VT	e. ZIP CODE 05403
7. TO: a. NAME OF CONTRACTOR CORRECTIONS CORPORATION OF AMERICA		b. COMPANY NAME		f. SHIP VIA	
c. STREET ADDRESS 10 BURTON HILLS BLVD STE 100		d. CITY NASHVILLE		e. STATE TN	f. ZIP CODE 372156105
9. ACCOUNTING AND APPROPRIATIONS DATA See Attachment A		10. REQUISITIONING OFFICE Immigration and Customs Enforcement			
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED					
12. F.O.B. POINT Destination		13. PLACE OF a. INSPECTION Destination		14. GOVERNMENT B/LNO	
		b. ACCEPTANCE Destination		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 10/13/2005	
				16. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 621763875 DUNS Number: 159734151 This delivery order is issued to fund detention services provided at the Corrections Corporation of America (CCA) facility in Elizabeth, NJ under the terms Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h). TOTAL (Cont. pages)
21. MAIL INVOICE TO						
a. NAME Department of Homeland Security						\$3,650,000.00
b. STREET ADDRESS (or P.O. Box) John W. Clarke Building 70 KIMBALL AVE. Donna Jaro/Glenn Bombardier						
c. CITY SOUTH BURLINGTON		d. STATE VT	e. ZIP CODE 05403		\$3,650,000.00	17(i). GRAND TOTAL
22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed) TITLE CONTRACTING/ORDERING OFFICER		

NSN 7540-01-152-8083

PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 09/95)

Prescribed by GSA/FAR (48 CFR) 53.213(a)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 07/13/05	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY Office of the Federal Detention Trustee 1331 Pennsylvania Ave, NW Suite 1210 Washington, DC 20530	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Corrections Corporation of America 10 Burton Hills Boulevard Nashville, TN 37215		(X)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-5-C-0010	
			10B. DATED (SEE ITEM 11) 07/01/05	
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 ACKNOWLEDGMENT 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 your 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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 43.103(a)(3) Mutual Agreement Between 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.)
 The purpose of this modification is to add the billing address, add the Contracting Officer's Technical Representatives, and to make corrections to the contract.
 A. The following billing address will be used for invoices submitted for subject contract:
 Elizabeth Detention Center
 625 Evans St.
 Elizabeth, NJ 07201
 Attn: Michele F. Truslow

Continued on page 2

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)	
		Lori A. Ray	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	9/22/05

CONTRACT MODIFICATION

**STANDARD FORM 30
CONTINUATION SHEET**

Reference No. of Document Being Continued

Page 2 of 2

ODT-5-C-0010/Modification 0001

NAME OF OFFEROR OR CONTRACTOR

Corrections Corporation of America

B. The following individuals have been assigned as COTRs for subject contract:

(b)(6), (b)(7)c

(Primary)

C. The following shall be removed from subject contract:

Remove the following lines from page 52, "Administration and Management" (Functional Areas):

Policy on Staffing (A.8)

Quality Control (A.9)

All other terms and conditions remain unchanged.

2. CONTRACT NO. ODT-5-C-0010
 3. AWARD/EFFECTIVE DATE: 09/13/2005
 4. ORDER NUMBER: HSCEOP-05-F-00473
 5. SOLICITATION NUMBER
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: **Anthony Gomez, Jr.**
 b. TELEPHONE NUMBER (No collect calls): 202-307-6108
 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY: U.S. Dept. Of Homeland Security
 Immigration and Customs Enforcement
 425 I Street, NW
 Rm 2208
 Washington DC 20536
 CODE: ICE
 10. THIS ACQUISITION IS:
 UNRESTRICTED
 SET ASIDE % FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)
 NAICS:
 SIZE STANDARD:
 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
 12. DISCOUNT TERMS
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING
 14. METHOD OF SOLICITATION
 RFP IFB RFP

15. DELIVER TO: DEPARTMENT OF HOMELAND SECURITY
 DETENTION & REMOVAL
 801 I STREET, NW
 ROOM 900
 WASHINGTON DC 20536
 CODE: DRO
 16. ADMINISTERED BY: U.S. Dept. Of Homeland Security
 Immigration and Customs Enforcement
 425 I Street, NW
 Rm 2208
 Washington DC 20536
 CODE: ICE

17a. CONTRACTOR/OFFEROR: CORRECTIONS CORPORATION OF AMERICA
 10 BURTON HILLS BLVD STE 100
 NASHVILLE TN 372156105
 CODE: 1597341510000
 FACILITY CODE:
 18a. PAYMENT WILL BE MADE BY: U.S. Dept. Of Homeland Security
 Immigration and Customs Enforcement
 425 I Street, NW
 Rm 2208
 Washington DC 20536
 CODE: ICE
 TELEPHONE NO.
 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED. SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Tax ID Number: 621763875 DUNS Number: 159734151 This delivery order is issued to fund detention services provided at the Corrections Corporation of America (CCA) facility in Elizabeth, NJ. The Contracting POC is Anthony Gomez, (202) 307- b6 or b6 The Program Office POC is John Washington, (202) (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See Attachment A
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$3,650,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 29. AWARD OF CONTRACT REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
 30b. NAME AND TITLE OF SIGNER (Type or Print)
 30c. DATE SIGNED
 31b. NAME OF CONTRACTING OFFICER (Type or print)
 31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	514 b6, (b)(7)c or b6, (b)(7)c Delivery: 10/13/2005 Funding for Elizabeth, NJ 7/01/05 - 9/30/2005 Total amount of award: \$3,650,000.00. The obligation for this award is shown in box 26.				3,650,000.00

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED: _____ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c. DATE _____ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33. SHIP NUMBER _____ 34. VOUCHER NUMBER _____ 35. AMOUNT VERIFIED CORRECT FOR _____ 36. PAYMENT COMPLETE PARTIAL FINAL _____ 37. CHECK NUMBER _____
 PARTIAL FINAL

38. S/R ACCOUNT NUMBER _____ 39. S/R VOUCHER NUMBER _____ 40. PAID BY _____

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT _____ 42a. RECEIVED BY (Print) _____
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____ 42b. RECEIVED AT (Location) _____
 42c. DATE REC'D (YY/MM/DD) _____ 42d. TOTAL CONTAINERS _____

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 2

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

1. DATE OF ORDER 09/13/2005	2. CONTRACT NO. (If any) ODT-5-C-0010	8. SHIP TO:	
3. ORDER NO. HSCEOP-05-F-00473		4. REQUISITION/REFERENCE NO. DRO-05-R-0399	
5. ISSUING OFFICE (Address correspondence to) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536		a. NAME OF CONSIGNEE DEPARTMENT OF HOMELAND SECURITY	
		b. STREET ADDRESS DETENTION & REMOVAL 801 I STREET, NW ROOM 900	
		c. CITY WASHINGTON	e. ZIP CODE 20536
7. TO:		d. STATE DC	
a. NAME OF CONTRACTOR CORRECTIONS CORPORATION OF AMERICA		f. SHIP VIA	
b. COMPANY NAME		8. TYPE OF ORDER	
c. STREET ADDRESS 10 BURTON HILLS BLVD STE 100		<input type="checkbox"/> a. PURCHASE REFERENCE YOUR:	<input checked="" type="checkbox"/> b. DELIVERY
d. CITY NASHVILLE		Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated.	
e. STATE TN		f. ZIP CODE 372156105	
9. ACCOUNTING AND APPROPRIATIONS DATA See Attachment A		10. REQUISITIONING OFFICE Immigration and Customs Enforcement	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED
12. F.O.B. POINT Destination	13. PLACE OF	14. GOVERNMENT B/L/NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 10/13/2005
a. INSPECTION Destination	b. ACCEPTANCE Destination		16. DISCOUNT TERMS Net 30

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 621763875 DUNS Number: 159734151 This delivery order is issued to fund detention services provided at the Corrections Corporation of America (CCA) Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h). TOTAL (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME U.S. Dept. Of Homeland Security			
b. STREET ADDRESS (or P.O. Box) Immigration and Customs Enforcement 425 I Street, NW Rm 2208			\$3,650,000.00
c. CITY Washington	d. STATE DC	e. ZIP CODE 20536	\$3,650,000.00

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Jan K. Wisner TITLE: CONTRACTING/ORDERING OFFICER
--	--

NSN 7540-01-152-8083

PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 6/95)

Prescribed by GSA/FAR (48 CFR) 53.213(e)

**ORDER F. SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER 09/13/2005	CONTRACT NO. ODT-5-C-0010	ORDER NO. HSCEOP-05-F-00473
-----------------------------	------------------------------	--------------------------------

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	facility in Elizabeth, NJ under the terms and conditions of the Office of Federal Detention Trustee Contract No. ODT-5-C-0011. The Contracting POC is Anthony Gomez, (202) 307- [b6] or [b6] The Program Office POC is John Washington, (202) 514- [b6, (b)(7)c] or [b6, (b)(7)c] Funding for Elizabeth, NJ 7/01/05 - 9/30/2005 Total amount of award: \$3,650,000.00. The obligation for this award is shown in box 17(i).				3,650,000.00	

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

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols ATTACHMENT A

REQUISITION NUMBER: **DRO-05-RQ-0399**

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
b2 high							\$3,650,000.00

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 09/13/2005	2. CONTRACT NO. (If any) ODT-5-C-0010	6. SHIP TO: a. NAME OF CONSIGNEE Department of Homeland Security	
3. ORDER NO. HSCEOP-05-F-00473	4. REQUISITION/REFERENCE NO. DRO-05-R-0399	b. STREET ADDRESS 70 Kimball Avenue John W. Clarke Building Attn: Donna Jaro/Glenn Bombardier	
5. ISSUING OFFICE (Address correspondence to) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536		c. CITY South Burlington	e. ZIP CODE 05403
7. TO: a. NAME OF CONTRACTOR CORRECTIONS CORPORATION OF AMERICA		f. SHIP VIA	
b. COMPANY NAME		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 10 BURTON HILLS BLVD STE 100		REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated.	
d. CITY NASHVILLE	e. STATE TN	f. ZIP CODE 372156105	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
9. ACCOUNTING AND APPROPRIATIONS DATA See Attachment A		10. REQUISITIONING OFFICE Immigration and Customs Enforcement	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))

a. SMALL b. OTHER THAN SMALL c. DISADVANTAGED d. WOMEN-OWNED

12. F.O.B. POINT Destination	13. PLACE OF a. INSPECTION Destination	b. ACCEPTANCE Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 10/13/2005	16. DISCOUNT TERMS Net 30
---------------------------------	--	------------------------------	------------------------	--	------------------------------

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Tax ID Number: 621763875 DUNS Number: 159734151 This delivery order is issued to fund detention services provided at the Corrections Corporation of America (CCA) facility in Elizabeth, NJ under the terms Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h). TOTAL (Cont. pages)
21. MAIL INVOICE TO:			\$3,650,000.00
a. NAME Department of Homeland Security			
b. STREET ADDRESS (or P.O. Box) John W. Clarke Building 70 KIMBALL AVE. Donna Jaro/Glenn Bombardier			
c. CITY SOUTH BURLINGTON	d. STATE VT	e. ZIP CODE 05403	\$3,650,000.00

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Jan K. Wise TITLE: CONTRACTING/ORDERING OFFICER
--	--

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

PAGE OF PAGES

2 2

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

DATE OF ORDER 09/13/2005 CONTRACT NO. ODT-5-C-0010

ORDER NO. HSCEOP-05-F-00473

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	<p>and conditions of the Office of Federal Detention Trustee Contract No. ODT-5-C-0011.</p> <p>The Contracting POC is Anthony Gomez, (202) 307- b6 or b6</p> <p>The Program Office POC is (b)(6), (b)(7)c or (b)(6), (b)(7)c (802) 660- b6, (b)(7)c</p> <p>Funding for Elizabeth, NJ 7/01/05 - 9/30/2005</p> <p>Total amount of award: \$3,650,000.00. The obligation for this award is shown in box 17(i).</p>				3,650,000.00	

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

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols

ATTACHMENT A

REQUISITION NUMBER: DRO-05-RQ-0399

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
b2 high							\$3,650,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 11/28/2005	4. REQUISITION/PURCHASE REQ. NO. DDP-06-010	5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD STE 100 NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 1597341510000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-5-C-0010 HSCBOP-05-F-00473	10B. DATED (SEE ITEM 13) 09/13/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

See Attachment A Net Increase \$1,385,741.48

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.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

Tax ID Number: 621763875

DUNS Number: 159734151

The purpose of this modification is to reflect the following:

- To provide incremental funding of \$1,385,741.48 for Guard Services at the Elizabeth, NJ detention facility for October 2005.
- This modification has increased the total obligated amount from \$3,650,000 by \$1,385,741.48 to \$5,035,741.48.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) IAN K. WISOR Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA IAN K. Wisor (Signature of Contracting Officer)	16C. DATE SIGNED 12/2/05

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
ODT-5-C-0010/HSCBOP-05-F-00473/P00001

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2 2

NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>All other terms and conditions remain unchanged.</p> <p>Procurement POC: Kelly Waite 202-616- [REDACTED]</p> <p>Program POC: [REDACTED] 802-660 [REDACTED]</p> <p>Invoicing Instructions: Send one original invoice to the Program POC. The Program POC must determine if goods/services have been received and accepted before invoice can be processed for payment.</p>				

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: DDP-06-010

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
[REDACTED]							\$1,371,006.00
							\$11,891.62
							\$2,843.86

b2 high

2. AMENDMENT/MODIFICATION NO. <u>P00002</u>	3. EFFECTIVE DATE <u>See Block 16C</u>	4. REQUISITION/PURCHASE REQ. NO. <u>DDP-06-010.2</u>	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE <u>ICE</u>	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE <u>ICE</u>

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD STE 100 NASHVILLE TN 372156105	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. <u>ODT-5-C-0010</u> <u>HSCEOP-05-F-00473</u>
CODE <u>1597341510000</u>	FACILITY CODE	10B. DATED (SEE ITEM 13) <u>09/13/2005</u>

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.)
 See Attachment A Net Increase: \$1,385,741.48

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.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Tax ID Number: 621763875
 DUNS Number: 159734151

- 1) The purpose of this modification is to provide funding in the amount of \$1,385,741.48 for Guard Services at the Elizabeth, NJ detention facility for the month of December.
 - 2) Year to date funds: Total amount of funds obligated are increased from \$5,035,741.48 to \$6,421,482.96 for a net increase of \$1,385,741.48.
- FOB: Destination
 Discount Terms:
 Net 30
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Jan K. Wisor
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
	16B. UNITED STATES OF AMERICA
	(Signature of Contracting Officer)
	16C. DATE SIGNED
	<u>1/29/06</u>

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

ODT-5-C-0010/HSCEOP-05-F-00473/P00002

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NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>For Inquiries:</p> <p>Program POC: (b)(6), (b)(7)c 802-660-(b6, (b)(7)c</p> <p>Procurement POC: Mario Bejarano, 202-305-(b6</p> <p>Invoicing Instructions: Send one original invoice to the program POC. The program official must determine if goods/services have been received and accepted before Dallas Finance Center can process the invoice for payment.</p>				

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT
Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: DDP-06-010.2

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
[REDACTED]							\$1,371,006.00
							\$11,891.62
							\$2,843.86

b2 high

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 11/01/2005	4. REQUISITION/PURCHASE REQ.NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD STE 100 NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 1597341510000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-5-C-0010 HSCEOP-05-F-00473	10B. DATED (SEE ITEM 13) 09/13/2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.)
See Schedule Net Increase: \$5,364,160.58

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.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

Tax ID Number: 621763875

DUNS Number: 159734151

The purpose of this modification is to reflect the following:

- To delete Modification No. P00003 in its entirety.
- To provide incremental funding of [b4] for detention @ [b4] beds, transportation, and on call guard services at the Elizabeth, New Jersey Detention Facility for November 2005.
- To provide incremental funding of [b4] for detention @ [b4] beds,
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Jan K. Wisor
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
	(Signature of Contracting Officer)
	16C. DATE SIGNED
	3/6/06

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
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CONTINUATION SHEET

REFERENC OF DOCUMENT BEING CONTINUED
 ODT-5-C-0010/HSCEOP-05-F-00473/P00004

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NAME OF OFFEROR OR CONTRACTOR
 CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	transportation, and on call guard services for the period of January 1, 2006 through March 31, 2006. This modification has increased the total obligated amount from \$6,421,482.96 by \$5,364,160.58 to \$11,785,643.54. FOB: Destination Discount Terms: Net 30				
0006	DETENTION @ b4 BEDS Requisition No: DDP-06-010.3A Delivery: 30 Days After Award Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 Quantity: b4 Accounting Info: SEE ATTACHMENT A Period of Performance: 01/01/2006 to 03/31/2006			b4	3,980,340.00
0007	TRANSPORTATION Requisition No: DDP-06-010.3A Delivery: 30 Days After Award Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 Quantity: b4 Accounting Info: SEE ATTACHMENT A Period of Performance: 01/01/2006 to 03/31/2006			b4	34,524.05
0008	ON CALL GUARDS. Requisition No: DDP-06-010.3A Delivery: 03/31/2006 Delivery Location Code: DRO DEPARTMENT OF HOMELAND SECURITY DETENTION & REMOVAL 801 I STREET, NW ROOM 900 WASHINGTON DC 20536 Amount: b4 Accounting Info: Continued ...				b4

CONTINUATION SHEET

REFERENC. OF DOCUMENT BEING CONTINUED
 ODT-5-C-0010/HSCEOP-05-F-00473/P00004

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NAME OF OFFEROR OR CONTRACTOR
 CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0009	See Attachment A Period of Performance: 01/01/2006 to 03/31/2006 DENTION @ [b4] BEDS Requisition No: DDP-06-010.1 Delivery: 11/30/2005 Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 Amount: \$1,326,780.00 Accounting Info: SEE ATTACHMENT A Period of Performance: 11/01/2005 to 11/30/2005				1,326,780.00
0010	TRANSPORTATION Requisition No: DDP-06-010.1 Delivery: 11/30/2005 Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 Amount: [b4] Accounting Info: SEE ATTACHMENT A Period of Performance: 11/01/2005 to 11/30/2005				[b4]
0011	ON CALL GUARD Requisition No: DDP-06-010.1 Delivery: 11/30/2005 Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 Amount: [b4] Accounting Info: SEE ATTACHMENT A Period of Performance: 11/01/2005 to 11/30/2005 4. Office of Acquisition Management POC: Claire J. Cashwell, Contract Specialist Telephone: (202) 514- [b6] U. S. Immigration and Customs Enforcement Department of Homeland Security 425 I Street, NW, Room 2208 Washington, DC 20536 Continued ...				[b4]

CONTINUATION SHEET

REFERENC. OF DOCUMENT BEING CONTINUED
 ODT-5-C-0010/HSCEOP-05-F-00473/P00004

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NAME OF OFFEROR OR CONTRACTOR
 CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>5. Program Office POC: (b)(6), (b)(7)c (802) 660 b6, (b)(7)c Eastern Operations Branch Detention and Removal Operations U. S. Immigration and Customs Enforcement Department of Homeland Security 70 Kimball Avenue South Burlington, VT 05403.</p> <p>6. INVOICING INSTRUCTIONS Send one original invoice to the Program POC. The Program POC must determine if goods/services have been received and accepted before invoice can be processed for payment.</p> <p>All other terms and conditions remain unchanged.</p>				

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT
Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: **DDP-06-010.3A**

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
[REDACTED]							\$3,980,340.00
							\$34,524.05
[REDACTED]							[REDACTED]

b2 high

b4

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: **DDP-06-010.1**

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
[REDACTED]							\$1,326,780.00
b2 high							b4

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. DDP-06-010.4A	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD STE 100 NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 1597341510000	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-5-C-0010 HSCEOP-05-F-00473	10B. DATED (SEE ITEM 11) 09/13/2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$4,067,821.76
See Attachment A

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

Tax ID Number: 62-1763875
DUNS Number: 159734151

The purpose of this modification is to provide funds in the amount of \$4,067,821.76 for the 3rd and 4th QTR for Guard Services at the Elizabeth, NJ Detention Facility.

Year to date funds: Total amount of funds obligated are increased from \$11,785,643.54 to \$15,853,465.30 for a net increase of \$4,067,821.76.

FOB: Destination

Discount Terms:

Net 30

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jan K. Wisor	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 4/8/06

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
ODT-5-C-0010/HSCEOP-05-F-00473/P00005

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NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Office of Acquisition Management POC: Claire J. Cashwell, Contract Specialist Telephone: (202) 514- [b6] U. S. Immigration and Customs Enforcement Department of Homeland Security 425 I Street, NW, Room 2208 Washington, DC 20536</p> <p>Program Office POC: [b(6), b(7)c] 802-660-[b6, b(7)c] Eastern Operations Branch Detention and Removal Operations U. S. Immigration and Customs Enforcement Department of Homeland Security 70 Kimball Avenue South Burlington, VT 05403.</p> <p>INVOICING INSTRUCTIONS Send one original invoice to the Program POC. The Program POC must determine if goods/services have been received and accepted before invoice can be processed for payment.</p>				

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: **DDP-06-010.4A**

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
[REDACTED]							\$4,024,566.00
							\$34,907.65
							\$8,348.11

b2 high

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (if other than item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD STE 100 NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1597341510000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-5-C-0010 HSCEOP-05-F-00473	
		10B. DATED (SEE ITEM 11) 09/13/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
SEE ATTACHMENT A Net Increase: \$4,337,523.11

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-18, Availability of Funds (APR 1984).

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

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

Tax ID Number: 62-1763875

DUNS Number: 159734151

The purpose of this modification is to provide funding for the 4th quarter period ending on 9/30/06 in the amount of \$4,112,523.10 for beds, transportation and guard services at the Comprehensive Secure Detention Facility located in Elizabeth, New Jersey. Additional funds are added for the same items due to an unexpected increase in detention needs this quarter. The funds for the additional need is \$225,000.01.

(1) The funds will be added to the following CLINS:

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)
	Deborah Locke
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	<i>Deborah Locke</i> (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED
	9/25/06

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
 ODT-5-C-0010/HSCEOP-05-F-00473/P00006

PAGE OF
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NAME OF OFFEROR OR CONTRACTOR
 CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Discount Terms: Net 30 Delivery Location Code: VT8085 70 KIMBALL AVENUE 70 KIMBALL AVENUE SOUTH BURLINGTON VT FOB: Destination Period of Performance: 07/01/2005 to 09/30/2008				
0012	CLIN 0001 - DETENTION @ [b4] BEDS Requisition No: DDP-06-010.6			[b4]	222,607.44
0013	CLIN 0003(a) - GUARD SERVICES Requisition No: DDP-06-010.6			[b4]	1,930.82
0014	CLIN 0003(B) - TRANSPORTATION Requisition No: DDP-06-010.6			[b4]	461.75
0015	CLIN 0001 - DETENTION @ [b4] BEDS Requisition No: DDP-06-010.5			[b4]	4,068,792.00
0017	CLIN 0003(a) - GUARD SERVICES Requisition No: DDP-06-010.5			[b4]	35,291.25
0018	CLIN 0003(b) - TRANSPORTATION Requisition No: DDP-06-010.5			[b4]	8,439.85
	(2) The total amount of funds obligated are increased from \$15,853,465.30 by \$4,337,523.11 to \$20,190,988.41.				
	(3) The Procurement Office point of contact is Claire J. Cashwell, Office of Acquisition Management, U. S. Immigration and Customs Enforcement, Department of Homeland Security, 425 I Street, NW, Room 2208, Washington, D.C. 20536. Telephone: (202) 514-[b6] Email: [b6]				
	(4) The Program Office point of contact is [b(6), b(7)c] (802) [b(6), b(7)c] Eastern Operations Branch, Detention and Removal Operations, U. S. Immigration and Customs Enforcement, Department of Homeland Security, 70 Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ODT-5-C-0010/HSCEOP-05-F-00473/P00006

PAGE OF
 3 4

NAME OF OFFEROR OR CONTRACTOR
 CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Kimball Avenue, South Burlington, VT 05403.</p> <p>(5) INVOICING INSTRUCTIONS: Send one original invoice to the Program point of contact. The Program POC must determine if goods/services have been received and accepted before invoice can be processed for payment.</p> <p>(6) For payment questions, contact the Dallas Finance Center, U. S. Immigration and Customs Enforcement, Department of Homeland Security; Telephone: (214) 915- [REDACTED]</p> <p>Except as provided herein, all other terms and conditions of the task order remain the same.</p>				

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: DDP-06-010.5

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
[REDACTED]							\$4,068,792.00
b2 high							\$35,291.25
[REDACTED]							\$8,439.85

REQUISITION NUMBER: DDP-06-010.6

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
[REDACTED]							\$222,607.44
b2 high							\$1,930.82
[REDACTED]							\$461.75

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 01/04/2007	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD STE 100 NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1597341510000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-5-C-0010 HSCEOP-05-F-00473	
		10B. DATED (SEE ITEM 11) 09/13/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$7,360,769.20
SEE ATTACHMENT A

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.232-18 Availability of Funds

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: 62-1763875

DUNS Number: 159734151

The purpose of this modification is to:

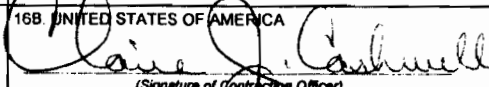
1) Continue comprehensive services at the Elizabeth, New Jersey Detention Center for period covering October 1, 2006 through September 30, 2007.

2) Change the Acquisition Point of Contact to Yolanda Jordan (202) 616-b6

3) Provide incremental funding in the amount of \$7,360,769.20 for the period covering October 1, 2006 through February 28, 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) Claire J. Cashwell	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 2/12/2007
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
Previous edition unusable

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

ICE 09-FOIA-2482.000116

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ODT-5-C-0010/HSCEOP-05-F-00473/P00007

PAGE 2 OF 4

NAME OF OFFEROR OR CONTRACTOR
 CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	The total funding value is increased from \$20,146,287.07 by \$7,360,769.20 to \$27,507,056.27. Discount Terms: Net 30 Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 FOB: Destination Period of Performance: 10/01/2006 to 02/28/2007				
0019	DETENTION @ b4 BEDS Requisition No: DDP-07-010.1 Delivery: 30 Days After Award			b4	2,609,334.00
0020	Detention Services (per detainee) Requisition No: DDP-07-010.1 Delivery: 30 Days After Award			b4	238,684.50
0021	ON CALL GUARD @ b4 hours Requisition No: DDP-07-010.1 Delivery: 02/28/2007			b4	22,632.65
0022	TRANSPORTATION (.41/mile) Requisition No: DDP-07-010.1 Delivery: 30 Days After Award			b4	5,410.99
0023	CONTINUED GUARD SERVICES AT RHE ELIZABETH NJ DETENTION FACILITY Requisition No: DDP-07-010 Delivery: 30 Days After Award			b4	4,068,792.00
0024	DELIVERY ORDER FOR GUARD FOOD ELIZABETH NJ DETENTION FACILITY CONTRACT # ODT-5C-0010 Requisition No: DDP-07-010 Delivery: 30 Days After Award			b4	372,186.00
0025	DELIVERY ORDER FOR GUARD SERVICES ELIZABETH NJ DETENTION FACILITY CONTRACT # ODT-5C-0010 Requisition No: DDP-07-010 Continued ...			b4	35,291.59

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 ODT-5-C-0010/HSCEOP-05-F-00473/P00007

PAGE 3 OF 4

NAME OF OFFEROR OR CONTRACTOR
 CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0026	<p>Delivery: 30 Days After Award</p> <p>DELIVERY ORDER FOR GUARD SERVICES AT THE ELIZABETH NJ DETENTION FACILITY CONTRACT # ODT-5C-0010 Requisition No: DDP-07-010</p> <p>Delivery: 30 Days After Award Office of Acquisition Management POC: Yolanda Jordan, Contract Specialist. Telephone: (202) 616- [REDACTED]</p> <p>Program Office POC: [REDACTED] (802) 660- [REDACTED]</p> <p>Eastern Operations Branch</p> <p>INVOICING INSTRUCTIONS:</p> <p>Send one original invoice to the Program POC. The Program POC must determine if goods/services have been received and accepted before invoice can be processed for payment.</p> <p>All other terms and conditions remain unchanged.</p>			<p>[REDACTED] b4</p>	<p>8,437.47</p>

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: DDP-07-010.1

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
[REDACTED]							\$2,609,334.00
							\$238,684.50
							\$22,632.65
							\$5,410.99

b2 high

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: DDP-07-010

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	LINE	AMOUNT
[REDACTED]							\$4,068,792.00
[REDACTED]							\$372,186.00
[REDACTED]							\$35,291.59
[REDACTED]							\$8,437.47

b2 high

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE 06/18/2007	4. REQUISITION/PURCHASE REQ NO. DDP-07-010.2	5. PROJECT NO. (If applicable)	
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: <<Enter Contract Specialist>> Washington DC 20536	CODE ICE/DM/DC-DC	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD STE 100 NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 1597341510000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO ODT-5-C-0010 HSCEOP-05-F-00473	10B. DATED (SEE ITEM 11) 09/13/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 Net Increase: \$1,511,151.29
 SEE ATTACHMENT A

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D. OTHER (Specify type of modification and authority) FAR 43.103(b)

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

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

Tax ID Number: 62-1763875

DUNS Number: 159734151

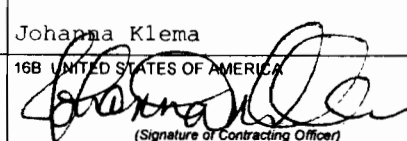
The purpose of this modification is to:

1) Continue comprehensive services at the Elizabeth, New Jersey Detention Center for period covering October 1, 2006 through March 31, 2007.

2) Provide incremental funding for the period March 1, 2007 through March 31, 2007 in the amount of \$1,511,151.29 for beds, transportation and guard services.

The total funding value is increased from \$27,507,056.27 by \$1,511,151.29 to \$29,018,207.56.
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Johanna Klema	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 6-20-2007

NSN 7540-01-152-8070
 Previous edition unusable

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

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT

**Activity Symbols
ATTACHMENT A**

REQUISITION NUMBER: **DDP-07-010.2**

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	LINE	AMOUNT
b2 high							\$465,020.00
							\$905,986.00
							\$125,410.50
							\$11,891.73
							\$2,843.06

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE 04/01/2007	4. REQUISITION/PURCHASE REQ. NO. DDP-07-010.3	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE	7. ADMINISTERED BY (If other than Item 6) U.S. Dept. Of Homeland Security Immigration and Customs Enforcement 425 I Street, NW Rm 2208 Washington DC 20536	CODE ICE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD STE 100 NASHVILLE TN 372156105		9A. AMENDMENT OF SOLICITATION NO. (x)	
CODE 1597341510000		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-5-C-0010 HSCEOP-05-F-00473	
		10B. DATED (SEE ITEM 11) 09/13/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$892,815.01
SEE ATTACHMENT A

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:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 43.103 (a)

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ 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: 62-1763875
DUNS Number: 159734151

The purpose of this modification is to provide funding for the period ending on 04/18/2007 in the amount of \$892,815.01 for guard services at the Comprehensive Secure Detention Facility located in Elizabeth, New Jersey. Additional funds are added for the same items due to an unexpected increase in detention needs this quarter.

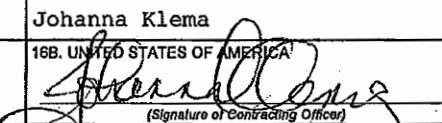
(1) The funds will be added to the following CLINS:

Delivery: 30 Days After Award

Discount Terms:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Johanna Klema	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 5-23-2007

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
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p style="text-align:center;">Net 30</p> <p>Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536</p> <p>FOB: Destination Period of Performance: 07/01/2005 to 09/30/2008</p>				
0031	CLIN 0001 - DETENTION SERVICES @ 300 (per detainee)	5494.605	EA	(b)(4)	
0032	CLIN 0002 - DETENTION SERVICES (Estimated) (per detainee)	2747.303	EA	(b)(4)	
0033	CLIN 0003 a. - GUARD SERVICE (Estimated) (On-Call Duty)	1	EA	(b)(4)	
0034	CLIN 0003 b. - TRANSPORTATION (Estimated)	1	EA	(b)(4)	
	<p>(2) The total amount of funds obligated are increased from \$29,018,207.56 by \$892,815.01 to \$29,911,022.57.</p> <p>(3) The Procurement Office point of contact is Denise A. Johnson, Office of Acquisition Management, U. S. Immigration and Customs Enforcement, Department of Homeland Security, 425 I Street, NW, Room 2208, Washington, D.C. 20536. Telephone: (202) (b)(6) Email: (b)(6)</p> <p>(4) The Program Office point of contact is (b)(6), (b)(7)c (802) (b)(6), (b)(7)c Eastern Operations Branch, Detention and Removal Operations, U. S. Immigration and Customs Enforcement, Department of Homeland Security, 70 Kimball Avenue, South Burlington, VT 05403.</p> <p>(5) INVOICING INSTRUCTIONS: Send one original invoice to the Program point of contact. The Program POC must determine if goods/services have been received and accepted before invoice can be processed for payment.</p> <p>(6) For payment questions, contact the Dallas Continued ...</p>				

CONTINUATION SHEET

REFERENCE NUMBER DOCUMENT BEING CONTINUED
ODT-5-C-0010/HSCEOP-05-F-00473/P00009

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NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Finance Center, U. S. Immigration and Customs Enforcement, Department of Homeland Security; Telephone: (214) 915-6277.</p> <p>Except as provided herein, all other terms and conditions of the task order remain the same.</p>				

2. AMENDMENT/MODIFICATION NO. P00010
 3. EFFECTIVE DATE 05/01/2007
 4. REQUISITION/PURCHASE REQ. NO. DDP-07-010.4
 5. PROJECT NO. (If applicable)

6. ISSUED BY U.S. Dept. Of Homeland Security
 Immigration and Customs Enforcement
 425 I Street, NW
 Rm 2208
 Washington DC 20536
 CODE ICE
 7. ADMINISTERED BY (If other than Item 6) U.S. Dept. Of Homeland Security
 Immigration and Customs Enforcement
 425 I Street, NW
 Rm 2208
 Washington DC 20536
 CODE ICE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 CORRECTIONS CORPORATION OF AMERICA
 10 BURTON HILLS BLVD STE 100
 NASHVILLE TN 372156105
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. x
 ODT-5-C-0010
 HSCEOP-05-F-00473
 10B. DATED (SEE ITEM 11)
 09/13/2005
 CODE 1597341510000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$8,027,853.12
 SEE ATTACHMENT A

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X FAR 43.103 (a)

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: 62-1763875
 DUNS Number: 159734151
 The purpose of this modification is to provide funding for the period 04/19/2007 through 09/30/2007 in the amount of \$8,027,853.12 for guard services at the Comprehensive Secure Detention Facility located in Elizabeth, New Jersey. Additional funds are added for the same items due to an unexpected increase in detention needs this quarter.

(1) The funds will be added to the following CLINS:

Delivery: 30 Days After Award
 Discount Terms:
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Johanna Klema
 15B. CONTRACTOR/OFFEROR
 15C. DATE SIGNED
 16B. UNITED STATES OF AMERICA
 16C. DATE SIGNED
 5-23-2007
 (Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Net 30 Delivery Location Code: ICE Immigration and Customs Enforcement 425 I Street NW Rm 2208 Washington DC 20536 FOB: Destination Period of Performance: 07/01/2005 to 09/30/2008				
0035	CLIN 0001 - DETENTION SERVICES @ 300 BEDS (per detainee)	49405.4	EA	(b)(4)	
0036	CLIN 0002 - DETENTION SERVICES (Estimated) (per detainee)	24702.7	EA	(b)(4)	
0037	CLIN 0003 - OFF-SITE GUARD SERVICES a. - GUARD SERVICES (Estimated) On-Call Duty	1	EA	(b)(4)	
0038	CLIN 0003 - OFF-SITE GUARD SERVICES (Estimated) b. TRANSPORTATION (2) The total amount of funds obligated are increased from \$29,911,022.57 by \$8,027,853.12 to \$37,938,875.69. (3) The Procurement Office point of contact is Denise A. Johnson, Office of Acquisition Management, U. S. Immigration and Customs Enforcement, Department of Homeland Security, 425 I Street, NW, Room 2208, Washington, D.C. 20536. Telephone: (202) (b)(6) Email: (b)(6) (4) The Program Office point of contact is (b)(6), (b)(7)c (802) (b)(6), (b)(7)c Eastern Operations Branch, Detention and Removal Operations, U. S. Immigration and Customs Enforcement, Department of Homeland Security, 70 Kimball Avenue, South Burlington, VT 05403. (5) INVOICING INSTRUCTIONS: Send one original invoice to the Program point of contact. The Program POC must determine if goods/services have been received and accepted before invoice can be Continued ...	1	EA	(b)(4)	

CONTINUATION SHEET

REFERENCE DOCUMENT BEING CONTINUED
ODT-5-C-0010/HSCEOP-05-F-00473/P00010

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NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>processed for payment.</p> <p>(6) For payment questions, contact the Dallas Finance Center, U. S. Immigration and Customs Enforcement, Department of Homeland Security; Telephone: (214) 915-6277.</p> <p>Except as provided herein, all other terms and conditions of the task order remain the same.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE 02/28/2008	4. REQUISITION/PURCHASE REQ. NO. FNE08RQ001	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Clarence Robinson Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD STE 100 NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1597341510000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-5-C-0010 HSCEOP-05-F-00473	
		10B. DATED (SEE ITEM 11) 09/13/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$8,326,354.95
(b)(2)High

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 43.103 (b)

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

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

DUNS Number: 159734151

The purpose of this modification is to:

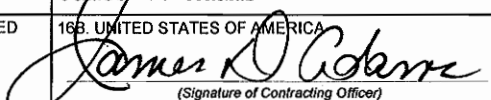
1) Continue comprehensive services at the Elizabeth, New Jersey Detention Center for period October 1, 2007 through March 31, 2008.

2) The total funding value is increased from \$37,938,875.69. by \$8,326,354.95 to \$46,265,230.64.

INVOICE INSTRUCTIONS

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 3 Mar 08

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Send one original invoice to the Program Office in block #21. The Program Office Official must determine if goods/services have been received and accepted.</p> <p>Vendor should not mail invoices directly to the Dallas Finance Center (DFC), Dallas Finance Center will not process any invoices without proper certification.</p> <p>Also copy of the invoice will be sent to: U.S. Department of Homeland Security Immigration and Customs Enforcement Attn: Clarence Robinson Office of Acquisition Management 425 I Street NW Washington, DC. 20536 Delivery: 30 Days After Award Discount Terms: Net 30 FOB: Destination Period of Performance: 07/01/2005 to 03/31/2008</p>				
0039	CLIN 0001 DETENTION @ 300 BEDS (PER DETAINEE).	54900	HR	(b)(4)	
0040	CLIN 0002 DETENTION SERVICES (ESTIMATED PER DETAINEE).	4935	EA	(b)(4)	
0041	CLIN 0003 (A) GUARD SERVICES (ESTIMATED ON-CALL DUTY).	6000	EA	(b)(4)	
0042	CLIN 0003 (B) GUARD SERVICES (ESTIMATED TRANSPORTATION).	6	EA	(b)(4)	
	<p>For Inquiries:</p> <p>The Program Office point of contact is (b)(6), (b)(7)c (b)(6), (b)(7)c (802) (b)(6), (b)(7)c Eastern Operations Branch, Detention and Removal Operations, U. S. Immigration and Customs Enforcement, Department of Homeland Security, 70 Kimball Avenue, South Burlington, VT 05403.</p> <p>Contracting Officer: James D. Adams, 202-(b)(6)</p> <p>Contract Specialist: Clarence Robinson, 202-(b)(6)</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
ODT-5-C-0010/HSCEOP-05-F-00473/P00011

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NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Except as provided herein, all other terms and conditions of the task order remain the same.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE 07/23/2008	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Attn: Denise A. Johnson Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD STE 100 NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 1597341510000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-5-C-0010 HSCEOP-05-F-00473	
		10B. DATED (SEE ITEM 11) 09/13/2005	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$8,244,976.98
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 43.103(b)

E. IMPORTANT: Contractor is not, is required to sign this document and return 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: 159734151

The purpose of this modification is to:

1) Continue comprehensive services at the Elizabeth, New Jersey Detention Center for period April 1, 2008 through September 30, 2008.

2) The total funding value is increased from \$46,265,230.64 by \$8,244,976.98 to \$54,510,207.62.

INVOICE INSTRUCTIONS

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James D. Adams
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Send one original invoice to the Program Office in block #21. The Program Office Official must determine if goods/services have been received and accepted.</p> <p>Vendor should not mail invoices directly to the Dallas Finance Center (DFC), Dallas Finance Center will not process any invoices without proper certification.</p> <p>Also copy of the invoice will be sent to: U.S. Department of Homeland Security Immigration and Customs Enforcement Attn: Clarence Robinson Office of Acquisition Management 425 I Street NW Washington, DC. 20536 TAS: 7080540 Delivery: 30 Days After Award Discount Terms: Net 30 FOB: Destination Period of Performance: 04/01/2008 to 03/31/2009</p>				
0043	<p>CLIN 001 DETENTION @ 300 BEDS (PER DETAINEE) Requisition No: FNE08RQ002</p> <p>Delivery Location Code: NJ0108 PETER W. RODINO FB 970 BROAD STREET NEWARK NJ Accounting Info: (b)(2)High</p> <p>Funded: (b)(4)</p>	15000	EA	(b)(4)	
0044	<p>CLIN 0002 DETENTION SERVICES (ESTIMATED PER DETAINEE) Requisition No: FNE08RQ002</p> <p>Delivery Location Code: NJ0108 PETER W. RODINO FB 970 BROAD STREET NEWARK NJ Accounting Info: (b)(2)High</p> <p>Funded: (b)(4)</p> <p>Continued ...</p>	1645	EA	(b)(4)	

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REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0045	CLIN 0003 (A) GUARD SERVICES (ESTIMATED ON-CALL DUTY) Requisition No: FNE08RQ002 Delivery Location Code: NJ0108 PETER W. RODINO FB 970 BROAD STREET NEWARK NJ Accounting Info: (b)(2)High Funded: (b)(4)	2500	EA	(b)(4)	(b)(4)
0046	CLIN 0003 (B) GUARD SERVICES (ESTIMATED TRANSPORTATION) Requisition No: FNE08RQ002 Delivery Location Code: NJ0108 PETER W. RODINO FB 970 BROAD STREET NEWARK NJ Accounting Info: (b)(2)High Funded: (b)(4)	3	EA	(b)(4)	(b)(4)
0047	CLIN 0001 DETENTION @ 300 BEDS (PER DETAINEE) Requisition No: FNE08RQ004 Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536 Accounting Info: (b)(2)High Funded: (b)(4)	9150	EA	(b)(4)	(b)(4)
0048	CLIN 0002 DETENTION SERVICES (ESTIMATES PER DETAINEE). Requisition No: FNE08RQ004 Delivery Location Code: ICE/DRO ICE Detention & Removal Continued ...	822.5	EA	(b)(4)	(b)(4)

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NAME OF OFFEROR OR CONTRACTOR
 CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0049	Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536 Accounting Info: (b)(2)High Funded: (b)(4)	1000	EA	(b)(4)	(b)(4)
0050	CLIN 0003 (A) GUARD SERVICES (ESTIMATED ON-CALL DUTY). Requisition No: FNE08RQ004 Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536 Accounting Info: (b)(2)High Funded: (b)(4)	1	EA	(b)(4)	(b)(4)
0051	CLIN 0003 (B) GUARD SERVICES (ESTIMATED TRANSPORTATION). Requisition No: FNE08RQ004 Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536 Accounting Info: (b)(2)High Funded: (b)(4)	30131	EA	(b)(4)	(b)(4)
0051	CLIN 0001 DETENTION @ 300 BEDS (PER DETAINEE) Requisition No: FNE08RQ003 Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Continued ...	30131	EA	(b)(4)	(b)(4)

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NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Washington DC 20536 Accounting Info: (b)(2)High				
0052	Funded: (b)(4) CLIN 0002 DETENTION SERVICES (ESTIMATED PER DETAINEE) Requisition No: FNE08RQ003 Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536 Accounting Info: (b)(2)High Funded: (b)(4)	2467.5	EA	(b)(4)	
0053	CLIN 0003 (A) GUARD SERVICES (ESTIMATED ON-CALL DUTY) Requisition No: FNE08RQ003 Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536 Accounting Info: (b)(2)High Funded: (b)(4)	3000	EA	(b)(4)	
0054	CLIN 0003 (B) GUARD SERVICES (ESTIMATED TRANSPORTATION) Requisition No: FNE08RQ003 Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536 Continued ...	3	EA	(b)(4)	

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NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Accounting Info:</p> <p>(b)(2)High</p> <p>Funded: (b)(4)</p> <p>For Inquiries:</p> <p>The Program Office point of contact is (b)(6), (b)(7)c (b)(6), (b)(7)c, (802) (b)(6), (b)(7)c, Eastern Operations Branch, Detention and Removal Operations, U. S. Immigration and Customs Enforcement, Department of Homeland Security, 70 Kimball Avenue, South Burlington, VT 05403.</p> <p>Contracting Officer: James D. Adams, 202 (b)(6)</p> <p>Contract Specialist: Denise A. Johnson, 202- (b)(6)</p> <p>Except as provided herein, all other terms and conditions of the task order remain the same.</p>				