



U.S. Immigration
and Customs
Enforcement

February 21, 2023

Ms. Jacqueline Stevens
601 University Place, 2d floor
Political Science Department
Evanston, IL 60208

RE: Stevens v. ICE 20-cv-2725
ICE FOIA Case Number 2020-ICLI-00042
Twenty-Seventh Interim Release

Dear Ms. Stevens:

This letter is the twenty-seventh interim response to your client's Freedom of Information Act (FOIA) requests to U.S. Immigration and Customs Enforcement (ICE). Your client seeks records relating to the following Freedom of Information Act requests: 2018-ICFO-56530, 2020-ICFO-18634, 2019-ICFO-33429, 2019-ICFO-29171, 2018-ICFO-59138, and 2019-ICFO-24680. ICE has considered your request under the FOIA, 5 U.S.C. § 552. This interim response provides additional documents responsive to your FOIA requests 2018-ICFO-59138.

FOIA request 2018-ICFO-59138 seeks:

“A. The most recent Jail Services Costs Statement (JSCS) for the following facilities ICE uses to hold people under immigration laws:

- 1) the Berks County Residential Center, Berks County, PA;
- 2) South Texas Family Residential Center, Dilley, TX;
- 3) Hudson County Jail, Hudson County, NJ;
- 4) Stewart County, GA, (CoreCivic);
- 5) Aurora, Colorado (GEO)
- 6) Tacoma, WA (GEO)
- 7) Otay Mesa, CA (CoreCivic)
- 8) Eloy, AZ (CoreCivic)
- 9) Pinal County Jail, AZ
- 10) Otero County Processing Center, NM (MTC)
- 11) Joe Corley Detention Facility, Conroe TX (GEO)
- 12) Houston, TX (CoreCivic on Export Drive)
- 13) IAH, Secure Adult Detention Center (MTC) (Livingstone, TX)
- 14) LaSalle, LA

B. Memorandum from Michael J. Davidson, Chief, CALD, OPLA, ICE to William C. Randolph, Director and Head of Contracting Activity, OAQ, ICE, Funding Intergovernmental Service Agreements (Feb. 7, 2013)

C. All information in any medium including but not limited to e-mail, text messages, reports, contracts, memoranda, letters, or faxes signed by, from, to OR about Charlie Dent, John McCormack, Eric Ruth, Matthew Lerch, Judith Kraine, Mark Baldwin, William Dennis, Thomas Gajewski, Judith Schwank, Mark Scott in ICE components that handle Berks County, PA ICE Intergovernmental Service Agreements (IGSAs) and not responsive to previous requests. This means any document under ICE control associated with detention or removal operations, facility leases, purchases, sales, or services rendered in Berks County, PA that reference any of the individuals listed above is responsive to this request. Please make sure to inquire of any ICE component responsible for any negotiations with Berks County. The time frame of this request is 2000 to the present.

The most likely location of records responsive to this request are offices responsible for the Berks County, PA operations, contracts, and reviews, including but not limited to litigation for that facility. In particular, there should be communications in 2006 about ICE-contracted facility firings based on allegations of unlawful actions. Components within ICE that are alerted about misconduct or possible litigation should be searched for responsive records.

D. Please also include all grievance logs and grievances for Berks County, PA, Hudson County, NJ, and Otero County Processing Center, January 1, 2010, to present. (Names and other Personally Identifying information is of course exempt and may be redacted.)

E. All Jail Services Costs Statements for Berks County Family Facility and Hudson County, NJ 2001 to present.

F. Since January 1, 1999, the earliest first 100 pages of documents associated with the IGSA for:

1. Berks County, PA
2. Hudson County, NJ

For "F" please request documents of the component of ICE predecessor INS that would initiate discussions of IGSAs for the purposes of holding people under immigration laws. I am seeking the first information referencing these county governments as suitable detention locations by an INS component in any medium, including but not limited to emails, letters, proposals, memorandums, or reports.

G. All Evaluations associated with contracts for facilities below, including technical and performance evaluations by the Contracting Officers and ICE Detention Planning and Acquisition Unit and ongoing performance and renewals by contract officers EXCEPT Inspector reports. The time frame for this request is January 1, 2000, or the first year of the facility's submission of the JCSC through the present.

- 1) the Berks County Residential Center, Berks County, PA;
- 2) South Texas Family Residential Center, Dilley, TX;

- 3) Hudson County Jail, Hudson County, NJ;
- 4) Stewart County, GA, (CoreCivic);
- 5) Aurora, Colorado (GEO)
- 6) Tacoma, WA (GEO)
- 7) Otay Mesa, CA (CoreCivic)
- 8) Eloy, AZ (CoreCivic)
- 9) Pinal County Jail, AZ
- 10) Otero County Processing Center, NM (MTC)
- 11) Joe Corley Detention Facility, Conroe TX (GEO)
- 12) Houston, TX (CoreCivic on Export Drive)
- 13) IAH, Secure Adult Detention Center (MTC) (Livingstone, TX)
- 14) LaSalle, LA

H. Evaluations of JCSCs by Contracting Officers and ICE Detention Planning and Acquisition Unit for all detention contracts since January 1, 2008.

I. Evaluations of the FIRST JCSCs by Contracting Officers and ICE Detention Planning and Acquisition Units (or their predecessors) for all currently operating ICE/INS detention facilities except as covered by (H).”

ICE has considered your requests under the FOIA, 5 U.S.C. § 552.

A search of the Office of Acquisitions located records that were potentially responsive to your request. For this production ICE reviewed 769 pages of potentially responsive documents. ICE has determined that 430 pages will be released in full and the remaining 339 pages will be withheld in part pursuant to FOIA Exemptions 4, 6, and 7(C) and 7(E) as described below. A total of 769 pages have been Bates numbered 2020-ICLI-00042 10317 through 2020-ICLI-00042 11085.

FOIA Exemption 4 protects trade secrets and commercial or financial information obtained from a person that is privileged or confidential. The courts have held that this subsection protects (a) confidential commercial information, the disclosure of which is likely to cause substantial harm to the competitive position of the person who submitted the information and (b) information that was voluntarily submitted to the government if it is the kind of information that the provider would not customarily make available to the public. I have reviewed the responsive documents, the submitter’s objections to release, and relevant case law, and I have determined that portions of the responsive records are exempt from disclosure under subsection (b)(4) of the FOIA and must be withheld in order to protect the submitter’s proprietary interests.

ICE has applied FOIA Exemptions 6 and 7(C) to protect from disclosure the personally identifiable information of DHS employees and third parties contained within the records.

FOIA Exemption 6 exempts from disclosure personnel or medical files and similar files the release of which would cause a clearly unwarranted invasion of personal privacy. This requires a balancing of the public’s right to disclosure against the individual’s right to privacy. The privacy interests of the individuals in the records you have requested outweigh any minimal public interest in disclosure of the information. Any private interest you may have in that information does not factor into the aforementioned balancing test.

FOIA Exemption 7(C) protects records or information compiled for law enforcement purposes that could reasonably be expected to constitute an unwarranted invasion of personal privacy. This exemption takes note of the strong interests of individuals, whether they are suspects, witnesses, or investigators, in not being unwarrantably associated with alleged criminal activity. That interest extends to persons who are not only the subjects of the investigation, but those who may have their privacy invaded by having their identities and information about them revealed in connection with an investigation. Based upon the traditional recognition of strong privacy interest in law enforcement records, categorical withholding of information that identifies third parties in law enforcement records is ordinarily appropriate. As such, I have determined that the privacy interest in the identities of individuals in the records you have requested clearly outweigh any minimal public interest in disclosure of the information. Please note that any private interest you may have in that information does not factor into this determination.

FOIA Exemption 7(E) protects records compiled for law enforcement purposes, the release of which would disclose techniques and/or procedures for law enforcement investigations or prosecutions or would disclose guidelines for law enforcement investigations or prosecutions if such disclosure could reasonably be expected to risk circumvention of the law. I have determined that disclosure of certain law enforcement sensitive information contained within the responsive records could reasonably be expected to risk circumvention of the law. Additionally, the techniques and procedures at issue are not well known to the public.

If you have any questions about this letter, please contact Assistant United States Attorney Alex Hartzler at Alex.Hartzler@usdoj.gov.

Sincerely,

Marcus K. Francis Sr.
Supervisory Paralegal Specialist

Enclosure: 769 pages

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6); 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 801 I Street NW, (b)(6); 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 NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007	
		10B. DATED (SEE ITEM 13) 04/22/2009	
CODE (b)(7)(E)	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

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

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

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

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

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

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

DUNS Number: 159734151

Program Office: (b)(6); (b)(7)(C)

Contract Specialist: (b)(6); (b)(7)(C)

Contracting Officer: (b)(6); (b)(7)(C)

The purpose of this no cost modification is to incorporate FAR Clause 52.222-50 Combating Trafficking in Persons (Feb 2009) into HSCEDM-09-D-00007.

Combating Trafficking in Persons (Feb 2009)

(a) Definitions. As used in this clause-

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) (b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 03/08/2012

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>"Coercion" means-</p> <p>(1) Threats of serious harm to or physical restraint against any person;</p> <p>(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or</p> <p>(3) The abuse or threatened abuse of the legal process.</p> <p>"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.</p> <p>"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.</p> <p>"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.</p> <p>"Forced labor" means knowingly providing or obtaining the labor or services of a person-</p> <p>(1) By threats of serious harm to, or physical restraint against, that person or another person;</p> <p>(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or</p> <p>(3) By means of the abuse or threatened abuse of law or the legal process.</p> <p>"Involuntary servitude" includes a condition of servitude induced by means of-</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/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)
	<p>(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or</p> <p>(2) The abuse or threatened abuse of the legal process.</p> <p>"Severe forms of trafficking in persons" means-</p> <p>(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or</p> <p>(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.</p> <p>"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.</p> <p>(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not-</p> <p>(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;</p> <p>(2) Procure commercial sex acts during the period of performance of the contract; or</p> <p>(3) Use forced labor in the performance of the contract.</p> <p>(c) Contractor requirements. The Contractor shall-</p> <p>(1) Notify its employees of-</p> <p>(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and</p> <p>Continued ...</p>				

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>(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and</p> <p>(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.</p> <p>(d) Notification. The Contractor shall inform the Contracting Officer immediately of-</p> <p>(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and</p> <p>(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.</p> <p>(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in-</p> <p>(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;</p> <p>(2) Requiring the Contractor to terminate a subcontract;</p> <p>(3) Suspension of contract payments;</p> <p>(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;</p> <p>(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or</p> <p>(6) Suspension or debarment.</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/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)
	<p>(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.</p> <p>(g) Mitigating Factor. The Contracting Officer may consider whether the Contactor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/g/tip . Exempt Action: Y Period of Performance: 04/01/2009 to 03/31/2014 Note that any funding for this option period will be provided under a task order.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

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2. AMENDMENT/MODIFICATION NO.

P00012

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

ICE/DM/DC-DC

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, (b)(6)
Washington DC 20536

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, (b)(6)
Washington DC 20536

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

CORRECTIONS CORPORATION OF AMERICA
10 BURTON HILLS BLVD
NASHVILLE TN 372156105

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
HSCEDM-09-D-0007

10B. DATED (SEE ITEM 13)

04/22/2009

CODE

(b)(7)(E)

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

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

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 change the Contracting Officer's Technical Representative:

From: (b)(6); (b)(7)(C) is hereby appointed to act as the Contracting Officer's Technical Representative (COTR) under this contract.

To: (b)(6); (b)(7)(C) is hereby appointed to act as the Contracting Officer's Technical Representative (COTR) under this contract.

Exempt Action: Y

Period of Performance: 04/01/2009 to 03/31/2014

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)

(b)(6); (b)(7)(C)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16C. DATE SIGNED

(Signature of person authorized to sign)

3/21/12

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>Note that any funding for this option period will be provided under a task order.</p> <p>-----</p> <p>Program Office: (b)(6); (b)(7)(C)</p> <p>Contract Specialist: (b)(6); (b)(7)(C)</p> <p>Contracting Officer: (b)(6); (b)(7)(C)</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6): 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 801 I Street NW, (b)(6): 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 NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE (b)(7)(E) FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007	10B. DATED (SEE ITEM 13) 04/22/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation 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) IAW FAR 43.103(b): Unilateral Modification

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

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

DUNS Number: 159734151

The purpose of this modification is to: 1) exercise option period three for the Houston Detention Service Facility in accordance with the contract, and 2) Incorporate Wage determination Number 2005-2515, Revision Number 13 dated 6/13/2011 (attached to this modification).

Exempt Action: Y

Period of Performance: 04/01/2009 to 03/31/2014

Program Office: (b)(6); (b)(7)(C)

COTR: (b)(6); (b)(7)(C)

Contract Specialist: (b)(6); (b)(7)(C)

Contracting Officer: (b)(6); (b)(7)(C)

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) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16C. DATE SIGNED 3/26/12

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)
	Note that any funding for this option period will be provided under a task order.				

WD 05-2515 (Rev.-13) was first posted on www.wdol.gov on 06/17/2011

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

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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2515
Revision No.: 13
Date Of Revision: 06/13/2011

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.98
01012 - Accounting Clerk II		16.82
01013 - Accounting Clerk III		18.82
01020 - Administrative Assistant		25.91
01040 - Court Reporter		21.79
01051 - Data Entry Operator I		13.24
01052 - Data Entry Operator II		14.45
01060 - Dispatcher, Motor Vehicle		15.96
01070 - Document Preparation Clerk		13.41
01090 - Duplicating Machine Operator		13.41
01111 - General Clerk I		11.88
01112 - General Clerk II		13.27
01113 - General Clerk III		14.90
01120 - Housing Referral Assistant		20.69
01141 - Messenger Courier		12.55
01191 - Order Clerk I		13.52
01192 - Order Clerk II		15.24
01261 - Personnel Assistant (Employment) I		15.43
01262 - Personnel Assistant (Employment) II		17.27
01263 - Personnel Assistant (Employment) III		19.25
01270 - Production Control Clerk		19.10
01280 - Receptionist		12.02
01290 - Rental Clerk		14.75
01300 - Scheduler, Maintenance		16.59
01311 - Secretary I		16.59
01312 - Secretary II		18.57
01313 - Secretary III		20.69
01320 - Service Order Dispatcher		15.16
01410 - Supply Technician		25.91
01420 - Survey Worker		17.79
01531 - Travel Clerk I		13.71
01532 - Travel Clerk II		14.81
01533 - Travel Clerk III		15.83
01611 - Word Processor I		14.29
01612 - Word Processor II		16.04
01613 - Word Processor III		17.95
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		25.76

05010 - Automotive Electrician	23.79
05040 - Automotive Glass Installer	21.96
05070 - Automotive Worker	21.96
05110 - Mobile Equipment Servicer	20.23
05130 - Motor Equipment Metal Mechanic	25.76
05160 - Motor Equipment Metal Worker	21.96
05190 - Motor Vehicle Mechanic	25.76
05220 - Motor Vehicle Mechanic Helper	19.40
05250 - Motor Vehicle Upholstery Worker	20.83
05280 - Motor Vehicle Wrecker	21.96
05310 - Painter, Automotive	23.79
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.06
07041 - Cook I	9.52
07042 - Cook II	10.88
07070 - Dishwasher	8.11
07130 - Food Service Worker	9.12
07210 - Meat Cutter	12.91
07260 - Waiter/Waitress	8.19
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.32
09040 - Furniture Handler	11.95
09080 - Furniture Refinisher	17.70
09090 - Furniture Refinisher Helper	14.58
09110 - Furniture Repairer, Minor	16.82
09130 - Upholsterer	18.32
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.90
11060 - Elevator Operator	8.82
11090 - Gardener	14.52
11122 - Housekeeping Aide	8.84
11150 - Janitor	8.84
11210 - Laborer, Grounds Maintenance	10.93
11240 - Maid or Houseman	7.96
11260 - Pruner	9.25
11270 - Tractor Operator	12.82
11330 - Trail Maintenance Worker	10.93
11360 - Window Cleaner	9.81
12000 - Health Occupations	
12010 - Ambulance Driver	15.00
12011 - Breath Alcohol Technician	15.64
12012 - Certified Occupational Therapist Assistant	23.69
12015 - Certified Physical Therapist Assistant	24.52
12020 - Dental Assistant	15.64
12025 - Dental Hygienist	32.93
12030 - EKG Technician	25.92
12035 - Electroneurodiagnostic Technologist	25.92
12040 - Emergency Medical Technician	15.00
12071 - Licensed Practical Nurse I	19.05
12072 - Licensed Practical Nurse II	21.32
12073 - Licensed Practical Nurse III	23.76
12100 - Medical Assistant	12.50
12130 - Medical Laboratory Technician	16.63
12160 - Medical Record Clerk	14.53
12190 - Medical Record Technician	16.57
12195 - Medical Transcriptionist	16.81
12210 - Nuclear Medicine Technologist	35.13
12221 - Nursing Assistant I	8.57

12222 - Nursing Assistant II	10.36
12223 - Nursing Assistant III	11.31
12224 - Nursing Assistant IV	12.69
12235 - Optical Dispenser	16.79
12236 - Optical Technician	15.29
12250 - Pharmacy Technician	19.18
12280 - Phlebotomist	13.30
12305 - Radiologic Technologist	26.70
12311 - Registered Nurse I	30.36
12312 - Registered Nurse II	38.37
12313 - Registered Nurse II, Specialist	38.37
12314 - Registered Nurse III	44.91
12315 - Registered Nurse III, Anesthetist	44.91
12316 - Registered Nurse IV	53.84
12317 - Scheduler (Drug and Alcohol Testing)	21.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	19.30
13042 - Illustrator II	23.91
13043 - Illustrator III	30.12
13047 - Librarian	26.69
13050 - Library Aide/Clerk	10.84
13054 - Library Information Technology Systems Administrator	24.09
13058 - Library Technician	16.04
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.46
13063 - Media Specialist III	21.68
13071 - Photographer I	15.32
13072 - Photographer II	18.15
13073 - Photographer III	22.56
13074 - Photographer IV	27.49
13075 - Photographer V	33.07
13110 - Video Teleconference Technician	16.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.31
14042 - Computer Operator II	19.37
14043 - Computer Operator III	21.59
14044 - Computer Operator IV	24.00
14045 - Computer Operator V	26.57
14071 - Computer Programmer I	(see 1) 26.04
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.31
14160 - Personal Computer Support Technician	24.00
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.08
15020 - Aircrew Training Devices Instructor (Rated)	40.02
15030 - Air Crew Training Devices Instructor (Pilot)	47.98
15050 - Computer Based Training Specialist / Instructor	33.08
15060 - Educational Technologist	29.23
15070 - Flight Instructor (Pilot)	47.98
15080 - Graphic Artist	26.72
15090 - Technical Instructor	22.43
15095 - Technical Instructor/Course Developer	27.43

15110 - Test Proctor	18.43
15120 - Tutor	18.43
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.40
16030 - Counter Attendant	9.40
16040 - Dry Cleaner	12.06
16070 - Finisher, Flatwork, Machine	9.40
16090 - Presser, Hand	9.40
16110 - Presser, Machine, Drycleaning	9.40
16130 - Presser, Machine, Shirts	9.40
16160 - Presser, Machine, Wearing Apparel, Laundry	9.40
16190 - Sewing Machine Operator	12.79
16220 - Tailor	13.75
16250 - Washer, Machine	10.32
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.71
19040 - Tool And Die Maker	23.23
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.25
21030 - Material Coordinator	19.46
21040 - Material Expediter	19.46
21050 - Material Handling Laborer	12.26
21071 - Order Filler	11.47
21080 - Production Line Worker (Food Processing)	13.25
21110 - Shipping Packer	14.60
21130 - Shipping/Receiving Clerk	14.60
21140 - Store Worker I	11.34
21150 - Stock Clerk	16.06
21210 - Tools And Parts Attendant	13.58
21410 - Warehouse Specialist	13.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.47
23021 - Aircraft Mechanic I	28.07
23022 - Aircraft Mechanic II	29.47
23023 - Aircraft Mechanic III	30.94
23040 - Aircraft Mechanic Helper	21.98
23050 - Aircraft, Painter	25.61
23060 - Aircraft Servicer	24.44
23080 - Aircraft Worker	25.76
23110 - Appliance Mechanic	18.61
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	25.34
23130 - Carpenter, Maintenance	19.71
23140 - Carpet Layer	18.45
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	21.28
23182 - Electronics Technician Maintenance II	23.89
23183 - Electronics Technician Maintenance III	25.10
23260 - Fabric Worker	17.17
23290 - Fire Alarm System Mechanic	19.95
23310 - Fire Extinguisher Repairer	15.88
23311 - Fuel Distribution System Mechanic	20.96
23312 - Fuel Distribution System Operator	16.33
23370 - General Maintenance Worker	18.08
23380 - Ground Support Equipment Mechanic	28.07
23381 - Ground Support Equipment Servicer	24.44
23382 - Ground Support Equipment Worker	25.76
23391 - Gunsmith I	15.88
23392 - Gunsmith II	18.45
23393 - Gunsmith III	20.81
23410 - Heating, Ventilation And Air-Conditioning	21.04

Mechanic	
23411 - Heating, Ventilation And Air Contditioning	21.95
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	19.79
23440 - Heavy Equipment Operator	19.26
23460 - Instrument Mechanic	25.87
23465 - Laboratory/Shelter Mechanic	19.71
23470 - Laborer	11.04
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	24.33
23550 - Machinist, Maintenance	20.81
23580 - Maintenance Trades Helper	14.94
23591 - Metrology Technician I	25.87
23592 - Metrology Technician II	26.99
23593 - Metrology Technician III	28.14
23640 - Millwright	21.53
23710 - Office Appliance Repairer	18.99
23760 - Painter, Maintenance	18.99
23790 - Pipefitter, Maintenance	21.38
23810 - Plumber, Maintenance	20.88
23820 - Pneudraulic Systems Mechanic	20.81
23850 - Rigger	20.81
23870 - Scale Mechanic	18.45
23890 - Sheet-Metal Worker, Maintenance	19.95
23910 - Small Engine Mechanic	18.08
23931 - Telecommunications Mechanic I	23.89
23932 - Telecommunications Mechanic II	24.95
23950 - Telephone Lineman	25.52
23960 - Welder, Combination, Maintenance	20.27
23965 - Well Driller	20.81
23970 - Woodcraft Worker	20.81
23980 - Woodworker	15.04
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.65
24580 - Child Care Center Clerk	13.27
24610 - Chore Aide	7.35
24620 - Family Readiness And Support Services Coordinator	13.83
24630 - Homemaker	16.84
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	18.70
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	14.58
25210 - Water Treatment Plant Operator	18.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.14
27007 - Baggage Inspector	11.56
27008 - Corrections Officer	19.62
27010 - Court Security Officer	21.18
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	19.62
27070 - Firefighter	20.41
27101 - Guard I	11.56
27102 - Guard II	17.90
27131 - Police Officer I	24.19
27132 - Police Officer II	26.88
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.63
28042 - Carnival Equipment Repairer	12.36
28043 - Carnival Equipment Worker	8.51

28210 - Gate Attendant/Gate Tender	13.90
28310 - Lifeguard	12.38
28350 - Park Attendant (Aide)	15.55
28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	17.83
28630 - Sports Official	12.38
28690 - Swimming Pool Operator	17.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.12
29020 - Hatch Tender	20.12
29030 - Line Handler	20.12
29041 - Stevedore I	18.72
29042 - Stevedore II	21.50
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	40.33
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.81
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.63
30021 - Archeological Technician I	21.56
30022 - Archeological Technician II	25.47
30023 - Archeological Technician III	30.62
30030 - Cartographic Technician	30.62
30040 - Civil Engineering Technician	30.03
30061 - Drafter/CAD Operator I	21.56
30062 - Drafter/CAD Operator II	24.71
30063 - Drafter/CAD Operator III	27.56
30064 - Drafter/CAD Operator IV	33.10
30081 - Engineering Technician I	20.02
30082 - Engineering Technician II	22.48
30083 - Engineering Technician III	25.15
30084 - Engineering Technician IV	31.09
30085 - Engineering Technician V	38.65
30086 - Engineering Technician VI	46.10
30090 - Environmental Technician	29.96
30210 - Laboratory Technician	23.56
30240 - Mathematical Technician	30.62
30361 - Paralegal/Legal Assistant I	22.52
30362 - Paralegal/Legal Assistant II	27.90
30363 - Paralegal/Legal Assistant III	34.12
30364 - Paralegal/Legal Assistant IV	41.27
30390 - Photo-Optics Technician	30.62
30461 - Technical Writer I	23.21
30462 - Technical Writer II	28.38
30463 - Technical Writer III	34.93
30491 - Unexploded Ordnance (UXO) Technician I	25.63
30492 - Unexploded Ordnance (UXO) Technician II	31.01
30493 - Unexploded Ordnance (UXO) Technician III	37.17
30494 - Unexploded (UXO) Safety Escort	25.63
30495 - Unexploded (UXO) Sweep Personnel	25.63
30620 - Weather Observer, Combined Upper Air Or (see 2)	26.35
Surface Programs	
30621 - Weather Observer, Senior (see 2)	30.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.88
31030 - Bus Driver	17.06
31043 - Driver Courier	14.03
31260 - Parking and Lot Attendant	9.17
31290 - Shuttle Bus Driver	15.28
31310 - Taxi Driver	11.54
31361 - Truckdriver, Light	15.28
31362 - Truckdriver, Medium	18.98
31363 - Truckdriver, Heavy	20.32

31364 - Truckdriver, Tractor-Trailer	20.32
99000 - Miscellaneous Occupations	
99030 - Cashier	10.01
99050 - Desk Clerk	11.72
99095 - Embalmer	23.71
99251 - Laboratory Animal Caretaker I	9.83
99252 - Laboratory Animal Caretaker II	10.71
99310 - Mortician	26.44
99410 - Pest Controller	15.80
99510 - Photofinishing Worker	12.62
99710 - Recycling Laborer	16.46
99711 - Recycling Specialist	20.06
99730 - Refuse Collector	14.67
99810 - Sales Clerk	12.66
99820 - School Crossing Guard	10.96
99830 - Survey Party Chief	20.96
99831 - Surveying Aide	14.35
99832 - Surveying Technician	18.13
99840 - Vending Machine Attendant	12.00
99841 - Vending Machine Repairer	14.41
99842 - Vending Machine Repairer Helper	12.31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate,

then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE OF PAGES

2 AMENDMENT/MODIFICATION NO

3 EFFECTIVE DATE

4 REQUISITION/PURCHASE REG. NO

5. PROJECT NO (If applicable)

P00019

See Block 16C

6 ISSUED BY

CODE

ICE/DM/DC-DC

7 ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, (b)(6):
Washington DC 20536

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, (b)(6):
Washington DC 20536

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

CORRECTIONS CORPORATION OF AMERICA
10 BURTON HILLS BLVD
NASHVILLE TN 372156105

9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

X 10A MODIFICATION OF CONTRACT/ORDER NO
HSCEDM-09-D-00007

10B DATED (SEE ITEM 13)

CODE

(b)(7)(E)

FACILITY CODE

04/22/2009

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 this solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE

A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

X

C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 43.103(A)

D OTHER (Specify type of modification and authority)

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

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

DUNS Number: 159734151

Program Office: (b)(6); (b)(7)(C)

COR: (b)(6); (b)(7)(C)

Onsite COR: (b)(6); (b)(7)(C)

Onsite COR: (b)(6); (b)(7)(C)

Contract Specialist: (b)(6); (b)(7)(C)

Contracting Officer: (b)(6); (b)(7)(C)

The purpose of this modification is to incorporate all of the ICE Performance Based National Detention Standards (PNDS) 2011 Minimum Standards, several Optimal Standards, and replace Attachment 3 in its entirety with the attached Quality Assurance Surveillance 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

(b)(6); (b)(7)(C)

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

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C)

15C DATE SIGNED

6/7/13

16C DATE SIGNED

6/12/13

Previous edition unusable

Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-09-D-00007/P00019

PAGE OF
 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>Plan (QASP). PBNS 2011 can be viewed in its entirety at the following link: http://www.ice.gov/detention-standards/2011.</p> <p>Please see Attachment A of this modification regarding the implementation of the PBNS 2011 Optimal Standards.</p> <p>It is agreed that the aforementioned minimum and optimum standards are, herein, incorporated into the IGSA at no additional cost.</p> <p>The Service Provider shall provide its revised policies to ICE within 33 days of execution of this modification. Within 30 days of ICE's approval, the facility shall be compliant with all PBNS 2011 Standards stated herein.</p> <p>Should there be a conflict between the 2011 PBNS and any other term and condition of the agreement identified in Block 10A on this modification, please contact the Contracting Officer for clarification.</p> <p>Exempt Action: Y</p> <p>Period of Performance: 04/01/2009 to 03/31/2014</p> <p>All other terms and conditions remain unchanged and in full force and effect.</p>				

**COMPLIANCE WITH PBNDS 2011 OPTIMAL PROVISIONS:
HOUSTON CONTRACT DETENTION FACILITY**

Houston Contract Detention Facility shall comply with the following optimal requirements under the ICE 2011 Performance Based National Detention Standards (PBNDS 2011), at no additional cost to the agency:

Standard 5.4: Recreation

- Administrative Segregation: "Facilities operating at the optimal level will offer detainees at least two hours of recreation or exercise per day, seven days a week." (*Section V.E*)
- Disciplinary Segregation: "Facilities operating at the optimal level will offer detainees at least one hour of recreation or exercise per day, seven days a week." (*Section V.E*)
- "Facilities operating at the optimal level shall offer access to reading materials, through libraries with regular hours, book carts or other means. Reading materials in English, Spanish and, if practicable, other languages, should be made available." (*Section V.F*)
- "Facilities shall offer other programmatic activities, such as:
 1. educational classes or speakers;
 2. sobriety programs such as alcoholics anonymous; and
 3. other organized activities or recreational programs." (*Section V.F*)

Standard 6.3: Law Libraries and Legal Material

- "When requested and where resources permit, facilities shall provide detainees meaningful access to law libraries, legal materials, and related materials on a regular schedule and no less than 15 hours per week." (*Section II.3*)

QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION

ICE's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Service Provider, and not the Government, is responsible for the day-to-day operation of the Facility and all the management and quality control actions required to meet the terms of the Agreement. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The Service Provider shall develop a comprehensive program of inspections and monitoring actions and document its approach in a Quality Control Plan (QCP). The Service Provider's QCP, upon approval by the Government, will be made a part of the resultant Agreement.

This QASP is designed to provide an effective surveillance method to monitor the Service Provider's performance relative to the requirements listed in the Agreement. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the Service Provider is required to furnish.

This QASP is based on the premise the Government will validate that the Service Provider is complying with ERO-mandated quality standards in operating and maintaining detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the Service Provider and use of an approved QCP will ensure that the Facility is operating within acceptable quality levels.

2. DEFINITIONS

Performance Requirements Summary (Attachment A): The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE 2011 Performance Based National Detention Standards (PBNDS). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by ICE when conducting quality assurance surveillance to guide them through the inspection and review processes.

Functional Area: A logical grouping of performance standards.

Contracting Officer's Technical Representative (COTR): The COTR interacts with the Service Provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the Agreement. The Contracting Officer issues a written memorandum that appoints the COTR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Performance Standards: The performance standards are established in the ERO ICE 2011 PBNDS at <http://www.ice.gov/detention-standards/2011> as well as the ACA standards for ALDF. Other standards may also be defined in the Agreement.

Measures: The method for evaluating compliance with the standards.

Acceptable Quality Level: The minimum level of quality that will be accepted by ICE to meet the performance standard.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment A for information on the percentages of an invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COTR and Contracting Officer confirm resolution or correction, and should be included in the next month's invoice.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The Service Provider will be notified immediately if such a situation arises. The Contracting Officer in consultation with the ERO will determine the amount of the deduction. Amounts deducted are not recoverable.

4. QUALITY CONTROL PLAN

The Service Provider shall develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment A for a summary list of performance requirements.) Such reviews shall be performed by the Service Provider to validate its operations, and assure ICE that the services meet the performance standards.

The Service Provider's QCP shall include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by ERO. The reports and other results generated by the Service Provider's QCP activities should be provided to the COTR as requested.

The frequency and type of the Service Provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards.

The Service Provider is encouraged not to limit its inspection to only the processes outlined in the 2011 PBNDS; however, certain key documents shall be produced by the Service Provider to ensure that the services meet the performance standards. Some of the documentation that shall be generated and made available to the COTR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Service Provider shall develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)
- Staff training records
- Contract discrepancy reports (CDRs)
- Investigative reports

- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

5. METHODS OF SURVEILLANCE

ICE will monitor the Service Provider's compliance with the Performance Standards using a variety of methods. All facilities will be subject to a full annual inspection, which will include a review of the Service Provider's QCP activities. In addition, ICE may conduct additional routine, follow-up, or unscheduled ad hoc inspections as necessary (for instance, as a result of unusual incidents or data reflected in routine monitoring). ICE may also maintain an on-site presence in some facilities in order to conduct more regular or frequent monitoring. Inspections and monitoring may involve direct observation of facility conditions and operations, review of documentation (including QCP reports), and/or interviews of facility personnel and detainees.

5.1 Documentation Requirements: The Service Provider shall develop and maintain all documentation as prescribed in the PBNDS (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Service Provider shall also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The Government may review 100% of the documents, or a representative sample, at any point during the period of performance.

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the Service Provider based on meeting the performance standards. Payment withholdings and deductions will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the Agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Service Provider at least 30 calendar days in advance of implementation of the new standard(s). If the Service Provider is not provided with the notification, adjustment to the new standard shall be made within 30 calendar days after notification. If any change affects pricing, the Service Provider may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the Service Provider, so long as the standards are not more stringent than those being replaced.

7. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the Service Provider to receive full payment as identified in the Agreement. The Contracting Officer may take withholdings or deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Service Provider's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other

feedback. As a result of its surveillance, the Service Provider will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated or observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Service Provider's monthly invoice as prescribed in Attachment A.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government *deducts* (vs. "withholds") amounts from the Service Provider's monthly invoice. This may happen when a significant event occurs, when a particular deficiency is noted multiple times without correction, or when the Service Provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Service Provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security," but may also relate to a deficiency in the area of "Administration and Management." In no event will the withhold or deduction exceed 100% of the invoice amount.

8. NOTIFICATIONS

- (a) Based on the inspection of the Service Provider's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment B. To the extent practicable, issues should be resolved informally, with the COTR and Service Provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the Service Provider with a date when a response is due. Upon receipt of a CDR, the Service Provider shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Service Provider shall return the CDR with the action planned or taken noted. After the COTR reviews the Service Provider's response to the CDR including its planned remedy or corrective action taken, the COTR will either accept the plan or correction or reject the correction or plan for revision and provide an

explanation. This process should take no more than one week. The CDR shall not be used as a substitute for quality control by the Service Provider.

- (c) The COTR, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies 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, or protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff or detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes); 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. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COTR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the Service Provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken.
- (e) Following receipt of the Service Provider's notification that the correction has been made, the COTR may re-inspect the Facility. Based upon the COTR's findings, he or she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the Service Provider terminates the Agreement, those funds will not be released. The Service Provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Service Provider is not relieved of full performance of the required services hereunder; the Agreement may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COTR will maintain a record of all open and resolved CDRs.

9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

The detainee and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COTR will be logged and forwarded to the Service Provider for remedy. Upon notification, the Service Provider shall be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The Service Provider shall submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Service Provider shall document its findings and notify the COTR.

10. ATTACHMENTS

- A. Performance Requirements Summary
- B. Contract Discrepancy Report

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBNS 2011)	WITHHOLDING CRITERIA
<p>Safety (20%) Addresses a safe work environment for staff, volunteers, contractors and detainees</p>	<p>PBNS References: Part 1 - SAFETY 1.1 Emergency Plans; 1.2 Environmental Health and Safety; 1.3 Transportation (by Land).</p>	<p>A Contract Discrepancy Report that cites violations of cited PBNS and PWS (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to 20% of a month invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p>Security (20%) Addresses protection of the community, staff, contractors, volunteers and detainees from harm</p>	<p>PBNS References: Part 2 - SECURITY 2.1 Admission and Release; 2.2 Classification System; 2.3 Contraband; 2.4 Facility Security and Control; 2.5 Funds and Personal Property; 2.6 Hold Rooms in Detention Facilities; 2.7 Key and Lock Control; 2.8 Population Counts; 2.9 Post Orders; 2.10 Searches of Detainees; 2.11 Sexual Abuse and Assault Prevention and Intervention; 2.12 Special Management Units; 2.13 Staff-Detainee Communication; 2.14 Tool Control; 2.15 Use of Force and Restraints.</p>	<p>A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p>Order (10%) Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability</p>	<p>PBNS Reference: Part 3 - ORDER 3.1 Disciplinary System.</p>	<p>A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard of section.</p>
<p>Care (20%) Addresses contractor responsibility to provide for the basic needs and personal care of detainees</p>	<p>PBNS References: Part 4 - CARE 4.1 Food Service; 4.2 Hunger Strikes; 4.3 Medical Care; 4.4 Personal Hygiene; 4.5 Suicide Prevention and Intervention; 4.6 Terminal Illness, Advanced Directives, and Death.</p>	<p>A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p>Activities (10%) Addresses contractor responsibilities to reduce the negative effects of confinement</p>	<p>PBNS References: Part 5 - ACTIVITIES 5.1 Correspondence and Other Mail; 5.2 Escorted Trips for Non-Medical Emergencies; 5.3 Marriage Requests; 5.4 Recreation; 5.5 Religious Practices; 5.6 Telephone Access; 5.7 Visitation; 5.8 Voluntary Work Program.</p>	<p>A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p>Justice (10%) Addresses contractor responsibilities to treat detainees fairly and respect their legal rights</p>	<p>PBNS References: Part 6 - JUSTICE 6.1 Detainee Handbook; 6.2 Grievance System; 6.3 Law Libraries and Legal Materials; 6.4 Legal Rights Group Presentations.</p>	<p>A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that treat detainees fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBNS 2011)	WITHHOLDING CRITERIA
<p>Administration and Management (10%) Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements</p>	<p>PBNS References: Part 7 - ADMIN & MANAGEMENT 7.1 Detention Files; 7.2 News Media Interviews and Tours; 7.3 Staff Training; 7.4 Transfer of Detainees; Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07</p>	<p>A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that require the Contractor's administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p>Workforce Integrity (10%) Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems</p>	<p>Staff Background and Reference Checks (Contract) 4-ALDF-7B-03 Staff Misconduct 4-ALDF-7B-01 Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14 Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08</p>	<p>A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Workforce Integrity and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p>Detainee Discrimination (10%) Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability</p>	<p>Discrimination Prevention 4-ALDF-6B-02-03</p>	<p>A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Detainee Discrimination and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>

Attachment B – Contract Discrepancy Report

CONTRACT DISCREPANCY REPORT			1. CONTRACT NUMBER
Report Number:		Date:	
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COTR)	
DATES			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail. Include reference to PHS Directive. Attach continuation sheet if necessary.)</i>			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)			
6. TO: (COTR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable (i.e., program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response plan, partial acceptance of response plan, rejection: attach continuation sheet if necessary)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other)</i>			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COTR			
CONTRACTING OFFICER			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE

PAGE OF PAGES

1 3

2 AMENDMENT/MODIFICATION NO

P00021

3 EFFECTIVE DATE

See Block 16C

4 REQUISITION/PURCHASE REQ NO

5 PROJECT NO. (If applicable)

6 ISSUED BY

CODE

ICE/DM/DC-DC

7 ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, (b)(6)
Washington DC 20536

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, (b)(6)
Washington DC 20536

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

CORRECTIONS CORPORATION OF AMERICA
10 BURTON HILLS BLVD
NASHVILLE TN 372156105

9A AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

X 10A MODIFICATION OF CONTRACT/ORDER NO
HSCEDM-09-D-00007

10B DATED (SEE ITEM 13)

04/22/2009

CODE (b)(7)(E)

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D OTHER (Specify type of modification and authority)
X	IAW FAR 6.302-1

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

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

DUNS Number: 159734151

Program Office: (b)(6); (b)(7)(C)

COR: (b)(6); (b)(7)(C)

Onsite COR: (b)(6); (b)(7)(C)

Onsite COR: (b)(6); (b)(7)(C)

Contracting Officer: (b)(6); (b)(7)(C)

The purpose of this modification is to 1) extend Detention and Detention Related Services at the Houston Detention Facility; and 2) incorporate Wage Determination No. 2005-2515, Revision 15 dated 06/19/2013 (attached to this modification). Note: any funding for this option period will be provided under a task order.

Continued ...

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

(b)(6); (b)(7)(C)

10A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

(b)(6); (b)(7)(C)

15C DATE SIGNED

4/21/14

16C DATE SIGNED

4/24/2014

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

(b)(6);
(b)(7)(C)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/P00021

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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>All other terms and conditions remain unchanged and in full effect. Exempt Action: Y Period of Performance: 04/01/2009 to 03/31/2015</p> <p>Add Item 7001 as follows:</p>				
7001	<p>Detention Services: (b)(4) Detainees at a Bed Day rate of (b)(4) This is inclusive of the (b)() minimum guarantee that is stated in the base agreement. In accordance with the Performance Work Statement.</p> <p>The period of performance is from 04/01/2014 through 03/31/2015. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Add Item 7002 as follows:</p>	(b)(4)			
7002	<p>Detention Services: (b)(4) Detainees at a Bed Day rate of (b)(4) In accordance with the Performance Work Statement.</p> <p>The period of performance is from 04/01/2014 through 03/31/2015. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Add Item 7003 as follows:</p>	(b)(4)			
7003	<p>Transportation-Guaranteed Mileage (b)(4) miles annually. Inclusive of all associated transportation costs. In accordance with the Performance Work Statement.</p> <p>The period of performance is from 04/01/2014 through 03/31/2015. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Add Item 7004 as follows:</p>	(b)(4)			
7004	<p>Transportation Above the Guaranteed Mileage Rate-(b)(4) Per Mile. Inclusive of all associated transportation cost. Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	In accordance with the Performance Work Statement. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
7005	Add Item 7005 as follows: Detainee Volunteer Wages: (b)(4)				(b)(4)
	The period of performance is from 04/01/2014 through 03/31/2015. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
7006	Add Item 7006 as follows: On Call Post/Guard Services:				(b)(4)
	The period of performance is from 04/01/2014 through 03/31/2015. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
7008	Add Item 7008 as follows: Postage Stamp				
	The period of performance is from 04/01/2014 through 03/31/2015. Estimated Annual Cost: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Other than as expressly stated herein, by entering into this modification, neither party waives any rights or releases any claims that it may have.				
	All other terms and conditions remain unchanged and in full force and effect.				

WD 05-2515 (Rev.-15) was first posted on www.wdol.gov on 06/25/2013

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Diane C. Koplewski Director		Wage Determination No.: 2005-2515 Revision No.: 15 Date Of Revision: 06/19/2013
Division of Wage Determinations		

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.98
01012 - Accounting Clerk II		16.82
01013 - Accounting Clerk III		18.82
01020 - Administrative Assistant		25.91
01040 - Court Reporter		21.79
01051 - Data Entry Operator I		13.24
01052 - Data Entry Operator II		14.45
01060 - Dispatcher, Motor Vehicle		15.96
01070 - Document Preparation Clerk		13.41
01090 - Duplicating Machine Operator		13.41
01111 - General Clerk I		11.88
01112 - General Clerk II		13.27
01113 - General Clerk III		14.90
01120 - Housing Referral Assistant		20.69
01141 - Messenger Courier		12.55
01191 - Order Clerk I		13.52
01192 - Order Clerk II		15.24
01261 - Personnel Assistant (Employment) I		15.43
01262 - Personnel Assistant (Employment) II		17.27
01263 - Personnel Assistant (Employment) III		19.25
01270 - Production Control Clerk		19.10
01280 - Receptionist		12.02
01290 - Rental Clerk		14.75
01300 - Scheduler, Maintenance		16.59
01311 - Secretary I		16.59
01312 - Secretary II		18.57
01313 - Secretary III		20.69
01320 - Service Order Dispatcher		15.16
01410 - Supply Technician		25.91
01420 - Survey Worker		17.79
01531 - Travel Clerk I		13.71
01532 - Travel Clerk II		14.81
01533 - Travel Clerk III		15.83
01611 - Word Processor I		14.29
01612 - Word Processor II		16.04
01613 - Word Processor III		17.95
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		25.76

05010 - Automotive Electrician	23.79
05040 - Automotive Glass Installer	21.96
05070 - Automotive Worker	21.96
05110 - Mobile Equipment Servicer	20.23
05130 - Motor Equipment Metal Mechanic	25.76
05160 - Motor Equipment Metal Worker	21.96
05190 - Motor Vehicle Mechanic	25.76
05220 - Motor Vehicle Mechanic Helper	19.40
05250 - Motor Vehicle Upholstery Worker	20.83
05280 - Motor Vehicle Wrecker	21.96
05310 - Painter, Automotive	23.79
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.06
07041 - Cook I	9.52
07042 - Cook II	10.88
07070 - Dishwasher	8.11
07130 - Food Service Worker	9.12
07210 - Meat Cutter	12.91
07260 - Waiter/Waitress	8.19
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.32
09040 - Furniture Handler	11.95
09080 - Furniture Refinisher	17.70
09090 - Furniture Refinisher Helper	14.58
09110 - Furniture Repairer, Minor	16.82
09130 - Upholsterer	18.32
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.90
11060 - Elevator Operator	8.82
11090 - Gardener	14.52
11122 - Housekeeping Aide	8.84
11150 - Janitor	8.84
11210 - Laborer, Grounds Maintenance	10.93
11240 - Maid or Houseman	7.96
11260 - Pruner	9.25
11270 - Tractor Operator	12.82
11330 - Trail Maintenance Worker	10.93
11360 - Window Cleaner	9.81
12000 - Health Occupations	
12010 - Ambulance Driver	15.00
12011 - Breath Alcohol Technician	15.64
12012 - Certified Occupational Therapist Assistant	23.69
12015 - Certified Physical Therapist Assistant	24.52
12020 - Dental Assistant	15.64
12025 - Dental Hygienist	32.93
12030 - EKG Technician	25.92
12035 - Electroneurodiagnostic Technologist	25.92
12040 - Emergency Medical Technician	15.00
12071 - Licensed Practical Nurse I	19.05
12072 - Licensed Practical Nurse II	21.32
12073 - Licensed Practical Nurse III	23.76
12100 - Medical Assistant	12.50
12130 - Medical Laboratory Technician	16.63
12160 - Medical Record Clerk	14.53
12190 - Medical Record Technician	16.57
12195 - Medical Transcriptionist	16.81
12210 - Nuclear Medicine Technologist	35.13
12221 - Nursing Assistant I	8.57

12222 - Nursing Assistant II	10.36
12223 - Nursing Assistant III	11.31
12224 - Nursing Assistant IV	12.69
12235 - Optical Dispenser	16.79
12236 - Optical Technician	15.29
12250 - Pharmacy Technician	19.18
12280 - Phlebotomist	13.30
12305 - Radiologic Technologist	26.70
12311 - Registered Nurse I	30.36
12312 - Registered Nurse II	38.37
12313 - Registered Nurse II, Specialist	38.37
12314 - Registered Nurse III	44.91
12315 - Registered Nurse III, Anesthetist	44.91
12316 - Registered Nurse IV	53.84
12317 - Scheduler (Drug and Alcohol Testing)	21.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	19.30
13042 - Illustrator II	23.91
13043 - Illustrator III	30.12
13047 - Librarian	26.69
13050 - Library Aide/Clerk	10.84
13054 - Library Information Technology Systems Administrator	24.09
13058 - Library Technician	16.04
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.46
13063 - Media Specialist III	21.68
13071 - Photographer I	15.32
13072 - Photographer II	18.15
13073 - Photographer III	22.56
13074 - Photographer IV	27.49
13075 - Photographer V	33.07
13110 - Video Teleconference Technician	16.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.31
14042 - Computer Operator II	19.37
14043 - Computer Operator III	21.59
14044 - Computer Operator IV	24.00
14045 - Computer Operator V	26.57
14071 - Computer Programmer I	(see 1) 26.04
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.31
14160 - Personal Computer Support Technician	24.00
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.08
15020 - Aircrew Training Devices Instructor (Rated)	40.02
15030 - Air Crew Training Devices Instructor (Pilot)	47.98
15050 - Computer Based Training Specialist / Instructor	33.08
15060 - Educational Technologist	29.23
15070 - Flight Instructor (Pilot)	47.98
15080 - Graphic Artist	26.72
15090 - Technical Instructor	22.43
15095 - Technical Instructor/Course Developer	27.43

15110 - Test Proctor	18.43
15120 - Tutor	18.43
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.40
16030 - Counter Attendant	9.40
16040 - Dry Cleaner	12.06
16070 - Finisher, Flatwork, Machine	9.40
16090 - Presser, Hand	9.40
16110 - Presser, Machine, Drycleaning	9.40
16130 - Presser, Machine, Shirts	9.40
16160 - Presser, Machine, Wearing Apparel, Laundry	9.40
16190 - Sewing Machine Operator	12.79
16220 - Tailor	13.75
16250 - Washer, Machine	10.32
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.71
19040 - Tool And Die Maker	23.23
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.25
21030 - Material Coordinator	19.46
21040 - Material Expediter	19.46
21050 - Material Handling Laborer	12.26
21071 - Order Filler	11.47
21080 - Production Line Worker (Food Processing)	13.25
21110 - Shipping Packer	14.60
21130 - Shipping/Receiving Clerk	14.60
21140 - Store Worker I	11.34
21150 - Stock Clerk	16.06
21210 - Tools And Parts Attendant	13.58
21410 - Warehouse Specialist	13.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.47
23021 - Aircraft Mechanic I	28.07
23022 - Aircraft Mechanic II	29.47
23023 - Aircraft Mechanic III	30.94
23040 - Aircraft Mechanic Helper	21.98
23050 - Aircraft, Painter	25.61
23060 - Aircraft Servicer	24.44
23080 - Aircraft Worker	25.76
23110 - Appliance Mechanic	18.61
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	25.34
23130 - Carpenter, Maintenance	19.71
23140 - Carpet Layer	18.45
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	21.28
23182 - Electronics Technician Maintenance II	23.89
23183 - Electronics Technician Maintenance III	25.10
23260 - Fabric Worker	17.17
23290 - Fire Alarm System Mechanic	19.95
23310 - Fire Extinguisher Repairer	15.88
23311 - Fuel Distribution System Mechanic	20.96
23312 - Fuel Distribution System Operator	16.33
23370 - General Maintenance Worker	18.08
23380 - Ground Support Equipment Mechanic	28.07
23381 - Ground Support Equipment Servicer	24.44
23382 - Ground Support Equipment Worker	25.76
23391 - Gunsmith I	15.88
23392 - Gunsmith II	18.45
23393 - Gunsmith III	20.81
23410 - Heating, Ventilation And Air-Conditioning	21.04

Mechanic	
23411 - Heating, Ventilation And Air Contditioning	21.95
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	19.79
23440 - Heavy Equipment Operator	19.26
23460 - Instrument Mechanic	25.87
23465 - Laboratory/Shelter Mechanic	19.71
23470 - Laborer	11.04
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	24.33
23550 - Machinist, Maintenance	20.81
23580 - Maintenance Trades Helper	14.94
23591 - Metrology Technician I	25.87
23592 - Metrology Technician II	26.99
23593 - Metrology Technician III	28.14
23640 - Millwright	21.53
23710 - Office Appliance Repairer	18.99
23760 - Painter, Maintenance	18.99
23790 - Pipefitter, Maintenance	21.38
23810 - Plumber, Maintenance	20.88
23820 - Pneudraulic Systems Mechanic	20.81
23850 - Rigger	20.81
23870 - Scale Mechanic	18.45
23890 - Sheet-Metal Worker, Maintenance	19.95
23910 - Small Engine Mechanic	18.08
23931 - Telecommunications Mechanic I	23.89
23932 - Telecommunications Mechanic II	24.95
23950 - Telephone Lineman	25.52
23960 - Welder, Combination, Maintenance	20.27
23965 - Well Driller	20.81
23970 - Woodcraft Worker	20.81
23980 - Woodworker	15.04
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.65
24580 - Child Care Center Clerk	13.27
24610 - Chore Aide	7.35
24620 - Family Readiness And Support Services Coordinator	13.83
24630 - Homemaker	16.84
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	18.70
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	14.58
25210 - Water Treatment Plant Operator	18.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.14
27007 - Baggage Inspector	11.56
27008 - Corrections Officer	19.62
27010 - Court Security Officer	21.18
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	19.62
27070 - Firefighter	20.41
27101 - Guard I	11.56
27102 - Guard II	17.90
27131 - Police Officer I	24.19
27132 - Police Officer II	26.88
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.63
28042 - Carnival Equipment Repairer	12.36
28043 - Carnival Equipment Worker	8.51

28210 - Gate Attendant/Gate Tender	13.90
28310 - Lifeguard	12.38
28350 - Park Attendant (Aide)	15.55
28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	17.83
28630 - Sports Official	12.38
28690 - Swimming Pool Operator	17.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.12
29020 - Hatch Tender	20.12
29030 - Line Handler	20.12
29041 - Stevedore I	18.72
29042 - Stevedore II	21.50
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	40.33
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.81
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.63
30021 - Archeological Technician I	21.56
30022 - Archeological Technician II	25.47
30023 - Archeological Technician III	30.62
30030 - Cartographic Technician	30.62
30040 - Civil Engineering Technician	30.03
30061 - Drafter/CAD Operator I	21.56
30062 - Drafter/CAD Operator II	24.71
30063 - Drafter/CAD Operator III	27.56
30064 - Drafter/CAD Operator IV	33.10
30081 - Engineering Technician I	20.02
30082 - Engineering Technician II	22.48
30083 - Engineering Technician III	25.15
30084 - Engineering Technician IV	31.09
30085 - Engineering Technician V	38.65
30086 - Engineering Technician VI	46.10
30090 - Environmental Technician	29.96
30210 - Laboratory Technician	23.56
30240 - Mathematical Technician	30.62
30361 - Paralegal/Legal Assistant I	22.52
30362 - Paralegal/Legal Assistant II	27.90
30363 - Paralegal/Legal Assistant III	34.12
30364 - Paralegal/Legal Assistant IV	41.27
30390 - Photo-Optics Technician	30.62
30461 - Technical Writer I	23.21
30462 - Technical Writer II	28.38
30463 - Technical Writer III	34.93
30491 - Unexploded Ordnance (UXO) Technician I	25.63
30492 - Unexploded Ordnance (UXO) Technician II	31.01
30493 - Unexploded Ordnance (UXO) Technician III	37.17
30494 - Unexploded (UXO) Safety Escort	25.63
30495 - Unexploded (UXO) Sweep Personnel	25.63
30620 - Weather Observer, Combined Upper Air Or (see 2)	26.35
Surface Programs	
30621 - Weather Observer, Senior (see 2)	30.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.88
31030 - Bus Driver	17.06
31043 - Driver Courier	14.03
31260 - Parking and Lot Attendant	9.17
31290 - Shuttle Bus Driver	15.28
31310 - Taxi Driver	11.54
31361 - Truckdriver, Light	15.28
31362 - Truckdriver, Medium	18.98
31363 - Truckdriver, Heavy	20.32

31364 - Truckdriver, Tractor-Trailer	20.32
99000 - Miscellaneous Occupations	
99030 - Cashier	10.01
99050 - Desk Clerk	11.72
99095 - Embalmer	23.71
99251 - Laboratory Animal Caretaker I	9.83
99252 - Laboratory Animal Caretaker II	10.71
99310 - Mortician	26.44
99410 - Pest Controller	15.80
99510 - Photofinishing Worker	12.62
99710 - Recycling Laborer	16.46
99711 - Recycling Specialist	20.06
99730 - Refuse Collector	14.67
99810 - Sales Clerk	12.66
99820 - School Crossing Guard	10.96
99830 - Survey Party Chief	20.96
99831 - Surveying Aide	14.35
99832 - Surveying Technician	18.13
99840 - Vending Machine Attendant	12.00
99841 - Vending Machine Repairer	14.41
99842 - Vending Machine Repairer Helper	12.31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate,

then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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.

2 AMENDMENT/MODIFICATION NO: P00022
 3 EFFECTIVE DATE: 05/30/2014
 4 REQUISITION/PURCHASE REQ NO:
 5 PROJECT NO (If applicable):
 6 ISSUED BY: ICE/DM/DC-DC CODE: ICE/DM/DC-DC
 7 ADMINISTERED BY (If other than Item 6): ICE/DM/DC-DC CODE: ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC
 Immigration and Customs Enforcement
 Office of Acquisition Management
 801 I Street NW, (b)(6):
 Washington DC 20536

ICE/Detent Mngt/Detent Contracts-DC
 Immigration and Customs Enforcement
 Office of Acquisition Management
 801 I Street NW, (b)(6):
 Washington DC 20536

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 CORRECTIONS CORPORATION OF AMERICA
 10 BURTON HILLS BLVD
 NASHVILLE TN 372156105

(x) 9A AMENDMENT OF SOLICITATION NO
 9B DATED (SEE ITEM 11)
 X 10A MODIFICATION OF CONTRACT/ORDER NO.
 HSCENM-09-D-0007
 10B DATED (SEE ITEM 13)
 04/22/2009

CODE: (b)(7)(E) FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X IAW FAR 52.243-1

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
 Program Office: (b)(6); (b)(7)(C)
 COR: (b)(6); (b)(7)(C)
 Onsite COR: (b)(6); (b)(7)(C)
 Onsite COR: (b)(6); (b)(7)(C)
 Contracting Officer: (b)(6); (b)(7)(C)

The purpose of this modification is to 1) add CLIN 7009 for the provision of delivered sack meals to be provided per the attached Sack Meal Performance Work Statement; and 2) allow ICE to place a 35' x 8' 10,000 gallon temporary unleaded fuel storage tank on two skids ("Fuel Tank") and 20' long conex storage container ("Storage Container") at the Houston
 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

(b)(6); (b)(7)(C)
 (b)(6); (b)(7)(C)
 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 (b)(6); (b)(7)(C)
 15C. DATE SIGNED
 5/30/14
 16C. DATE SIGNED
 5/30/2014

NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
7009	<p>Processing Center annually during hurricane season (June 1st to November 30th). The Fuel Tank and Storage Container shall be placed in a mutually agreed upon location within the secure parking area that will result in the least disruption to the parking area. ICE's placement, use, operation and maintenance of the Fuel Tank and Storage Container shall be at ICE's sole expense and shall be subject to all applicable federal, state and local laws, rules, regulations, ordinances and codes. ICE shall indemnify CCA for any damages, costs, claims or liability arising from or related to the Fuel Tank or Storage Container to the extent allowed by law. Notwithstanding any provision in the contract to the contrary, CCA shall have no responsibility for the Fuel Tank and Storage Container and shall be reimbursed by ICE for any costs incurred associated with the Fuel Tank and Storage Container. CCA shall have access to the Fuel Tank and Storage Container in the event of an emergency.</p> <p>Exempt Action: Y Period of Performance: 04/01/2009 to 03/31/2015</p> <p>Add Item 7009 as follows:</p> <p>Delivered Sack Meals Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Other than as expressly stated herein, by entering into this modification, neither party waives any rights or releases any claims that it may have.</p> <p>All other terms and conditions remain unchanged and in full force and effect.</p>			(b)(4)	

Sack Meal Performance Work Statement for HSCEDM-09-D-00007

- Sack Meals must be provided 7 days a week
- Delivered three (3) times a day – 8:30am, 11:30am, and 4:30pm
- Delivered to IAH Terminal D (inside to ICE location)
- Commencing 6/2/2014 through end of current POP (3/31/2015)
- Dietary intake to comply with USDA regulations for children ranging in age 3-17
- Must be edible without refrigeration
- Must contain two napkins, utensils and packaging. All must be disposable
- Average number of meals will be 25; however, the number could increase to 50 meals. ICE will advise CCA two (2) hours prior to each meal, the exact number of meals required.

5/30/2014

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT NO. CODE

1 12

2. AMENDMENT/MODIFICATION NO. P00029	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6): WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6): Washington DC 20536	CODE ICE/DCR

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN CORECIVIC INC 10 BURTON HILLS BLVD NASHVILLE TN 372156105	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007
CODE (b)(7)(E)	FACILITY CODE	10B. DATED (SEE ITEM 13) 04/22/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) 6.302-1

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 159734151
Program Office POC: (b)(6); (b)(7)(C)
COR: Jeanine Slaughter (b)(6); (b)(7)(C)
Onsite COR: (b)(6); (b)(7)(C)
Onsite COR: (b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C) @ice.dhs.gov
Contracting Officer: (b)(6); (b)(7)(C)

The purpose of this modification is to extend the contract period of performance.

a. Contract Period of Performance is extended through April 30, 2018.

Continued ...

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

(b)(6); (b)(7)(C) Vice President, Partnership Development	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)	15C. DATE SIGNED 4/17/17

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>b. Add five two-month optional periods to extend the period of performance with an ultimate completion date February 28, 2019 if all options are exercised.</p> <p>c. Incorporate forty-eight (48) Contract Line Items set forth in this modification's schedule.</p> <p>All other terms and conditions remain unchanged. Exempt Action: Y Sensitive Award: SPII Period of Performance: 04/01/2009 to 04/30/2017</p> <p>Add Item 9001 as follows:</p>				
9001	<p>Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) This amount includes the (b)(4) minimum guarantee stated in the base agreement and is in accordance with the Performance Work Statement. The period of performance runs from May 1, 2017 - April 30, 2018. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Add Item 9002 as follows:</p>	(b)(4)			
9002	<p>Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) This amount is in accordance with the Performance Work Statement and the period of performance runs from May 1, 2017 - April 30, 2018. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Add Item 9003 as follows:</p>	(b)(4)			
9003	<p>Transportation - Guaranteed Mileage: (b)(4) miles annually. This amount is inclusive of all associated transportation costs and in accordance with the Performance Work Statement. The period of performance runs from May 1, 2017 - April 30, 2018. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Add Item 9004 as follows:</p>	(b)(4)			
9004	<p>Transportation - Above the Guaranteed Mileage: At a Rate of (b)(4) Per Mile. This amount is inclusive of all associated transportation costs Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	and in accordance with the Performance Work Statement. The period of performance runs from May 1, 2017 - April 30, 2018. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
9005	Add Item 9005 as follows: Detainee Volunteer Wages: At a Rate of \$1.00 per shift. The period of performance runs from May 1, 2017 - April 30, 2018. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	21000	EA	1.00	
9006	Add Item 9006 as follows: On Call Post/Guard Services: At a Rate of (b)(4) per hour. The period of performance runs from May 1, 2017 - April 30, 2018. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	(b)(4)			
9008	Add Item 9008 as follows: Postage: The estimated annual cost is (b)(4) The period of performance runs from May 1, 2017 - April 30, 2018. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
9010	Add Item 9010 as follows: Detainee Clothing for Transfers: At a rate of (b)(4) per set. The period of performance runs from May 1, 2017 - April 30, 2018. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	(b)(4)			
9101	Add Item 9101 as follows: Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) This amount includes the (b)(4) minimum guarantee stated in the base agreement and is in accordance with the Performance Work Statement. The period of performance runs from May 1, 2018 - June 30, 2018. Amount: (b)(4) (Option Line Item) 03/31/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...	(b)(4)			

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NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
9102	Add Item 9102 as follows: Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) This amount is in accordance with the Performance Work Statement and the period of performance runs from May 1, 2018 - June 30, 2018. Amount: (b)(4) (Option Line Item) 03/31/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
9103	Add Item 9103 as follows: Transportation - Guaranteed Mileage: (b)(4) miles annually. This amount is inclusive of all associated transportation costs and in accordance with the Performance Work Statement. The period of performance runs from May 1, 2018 - June 30, 2018. Amount: (b)(4) (Option Line Item) 03/31/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
9104	Add Item 9104 as follows: Transportation - Above the Guaranteed Mileage: At a Rate of (b)(4) Per Mile. This amount is inclusive of all associated transportation costs and in accordance with the Performance Work Statement. The period of performance runs from May 1, 2018 - June 30, 2018. Amount: (b)(4) (Option Line Item) 03/31/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
9105	Add Item 9105 as follows: Detainee Volunteer Wages: At a Rate of \$1.00 per shift. The period of performance runs from May 1, 2018 - June 30, 2018. Amount: \$3,500.00 (Option Line Item) 03/31/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	3500	EA	1.00	0.00
	Add Item 9106 as follows: Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
9106	On Call Post/Guard Services: At a Rate of (b)(4) per hour. The period of performance runs from May 1, 2018 - June 30, 2018. Amount: (b)(4) (Option Line Item) 03/31/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 9108 as follows:	(b)(4)			
9108	Postage: The estimated annual cost is (b)(4). The period of performance runs from May 1, 2018 - June 30, 2018. Amount: (b)(4) (Option Line Item) 03/31/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 9110 as follows:				(b)(4)
9110	Detainee Clothing for Transfers: At a rate of (b)(4) per set. The period of performance runs from May 1, 2018 - June 30, 2018. Amount: (b)(4) (Option Line Item) 03/31/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 9201 as follows:	(b)(4)			
9201	Detention Services: (h)(4) Detainees at a Bed Day Rate of (b)(4). This amount includes the (h)(4) minimum guarantee stated in the base agreement and is in accordance with the Performance Work Statement. The period of performance runs from July 1, 2018 - August 31, 2018. Amount: (b)(4) (Option Line Item) 05/31/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 9202 as follows:	(b)(4)			
9202	Detention Services: (b)(4) Detainees at a Bed Day Rate of (h)(4). This amount is in accordance with the Performance Work Statement and the period of performance runs from July 1, 2018 - August 31, 2018. Amount: (b)(4) (Option Line Item) Continued ...	(b)(4)			

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NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	05/31/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 9203 as follows:				
9203	Transportation - Guaranteed Mileage: (b)(4) miles annually. This amount is inclusive of all associated transportation costs and in accordance with the Performance Work Statement. The period of performance runs from July 1, 2018 - August 31, 2018. Amount: (b)(4) (Option Line Item)				(b)(4)
	05/31/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 9204 as follows:				
9204	Transportation - Above the Guaranteed Mileage: At a Rate of (b)(4) Per Mile. This amount is inclusive of all associated transportation costs and in accordance with the Performance Work Statement. The period of performance runs from July 1, 2018 - August 31, 2018. Amount: (b)(4) (Option Line Item)				(b)(4)
	05/31/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 9205 as follows:				
9205	Detainee Volunteer Wages: At a Rate of \$1.00 per shift. The period of performance runs from July 1, 2018 - August 31, 2018. Amount: \$3,500.00 (Option Line Item)	3500	EA	1.00	0.00
	05/31/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 9206 as follows:				
9206	On Call Post/Guard Services: At a Rate of (b)(4) per hour. The period of performance runs from July 1, 2018 - August 31, 2018. Amount: (b)(4) (Option Line Item)				(b)(4)
	05/31/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Add Item 9208 as follows:				
9208	Postage: The estimated annual cost is (b)(4). The period of performance runs from July 1, 2018 - August 31, 2018. Amount: (b)(4) (Option Line Item) 05/31/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
	Add Item 9210 as follows:				
9210	Detainee Clothing for Transfers: At a rate of (b)(4) per set. The period of performance runs from 07/01/2018 - August 30, 2018. Amount: (b)(4) (Option Line Item) 05/31/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
	Add Item 9301 as follows:				
9301	Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) This amount includes the 750 minimum guarantee stated in the base agreement and is in accordance with the Performance Work Statement. The period of performance runs from September 1, 2018 - October 31, 2018. Amount: (b)(4) (Option Line Item) 07/31/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
	Add Item 9302 as follows:				
9302	Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) This amount is in accordance with the Performance Work Statement and the period of performance runs from September 1, 2018 - October 31, 2018. Amount: (b)(4) (Option Line Item) 07/31/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
	Add Item 9303 as follows:				
9303	Transportation - Guaranteed Mileage: (b)(4) miles annually. This amount is inclusive of all associated transportation costs and in accordance Continued ...				(b)(4)

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NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	with the Performance Work Statement. The period of performance runs from September 1, 2018 - October 31, 2018. Amount: (b)(4) (Option Line Item) 07/31/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 9304 as follows:				
9304	Transportation - Above the Guaranteed Mileage: At a Rate of (b)(4) Per Mile. This amount is inclusive of all associated transportation costs and in accordance with the Performance Work Statement. The period of performance runs from September 1, 2018 - October 31, 2018. Amount: (b)(4) (Option Line Item) 07/31/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 9305 as follows:				(b)(4)
9305	Detainee Volunteer Wages: At a Rate of \$1.00 per shift. The period of performance runs from September 1, 2018 - October 31, 2018. Amount: \$3,500.00 (Option Line Item) 07/31/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 9306 as follows:	3500	EA	1.00	0.00
9306	On Call Post/Guard Services: At a Rate of (b)(4) per hour. The period of performance runs from September 1, 2018 - October 31, 2018. Amount: (b)(4) (Option Line Item) 07/31/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 9308 as follows:	(b)(4)			
9308	Postage: The estimated annual cost is (b)(4). The period of performance runs from September 1, 2018 - October 31, 2018. Amount: (b)(4) (Option Line Item) 07/31/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...				(b)(4)

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NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
9310	Add Item 9310 as follows: Detainee Clothing for Transfers: At a rate of (b)(4) per set. The period of performance runs from September 1, 2018 - October 31, 2018. Amount: (b)(4) (Option Line Item) 07/31/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 9401 as follows:				(b)(4)
9401	Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) This amount includes the (b)(4) minimum guarantee stated in the base agreement and is in accordance with the Performance Work Statement. The period of performance runs from November 1, 2018 - December 31, 2018. Amount: (b)(4) (Option Line Item) 09/30/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 9402 as follows:				(b)(4)
9402	Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) This amount is in accordance with the Performance Work Statement and the period of performance runs from November 1, 2018 - December 31, 2018. Amount: (b)(4) (Option Line Item) 09/30/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 9403 as follows:				(b)(4)
9403	Transportation - Guaranteed Mileage: (b)(4) miles annually. This amount is inclusive of all associated transportation costs and in accordance with the Performance Work Statement. The period of performance runs from November 1, 2018 - December 31, 2018.. Amount: (b)(4) (Option Line Item) 09/30/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 9404 as follows: Continued ...				(b)(4)

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NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
9404	Transportation - Above the Guaranteed Mileage: At a Rate of (b)(4) Per Mile. This amount is inclusive of all associated transportation costs and in accordance with the Performance Work Statement. The period of performance runs from November 1, 2018 - December 31, 2018. Amount: (b)(4) (Option Line Item) 09/30/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 9405 as follows:				(b)(4)
9405	Detainee Volunteer Wages: At a Rate of \$1.00 per shift. The period of performance runs from November 1, 2018 - December 31, 2018. Amount: \$3,500.00 (Option Line Item) 09/30/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 9406 as follows:	3500	EA	1.00	0.00
9406	On Call Post/Guard Services: At a Rate of (b)(4) per hour. The period of performance runs from November 1, 2018 - December 31, 2018. Amount: (b)(4) (Option Line Item) 09/30/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 9408 as follows:	(b)(4)			
9408	Postage: The estimated annual cost is (b)(4) The period of performance runs from December 1, 2018 - December 31, 2018. Amount: (b)(4) (Option Line Item) 09/30/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 9410 as follows:				(b)(4)
9410	Detainee Clothing for Transfers: At a rate of (b)(4) per set. The period of performance runs from November 1, 2018 - December 31, 2018. Amount: (b)(4) (Option Line Item) 09/30/2018 Product/Service Code: S206 Continued ...	(b)(4)			

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NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: HOUSEKEEPING- GUARD				
	Add Item 9501 as follows:				
9501	Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) This amount includes the (b)(4) minimum guarantee stated in the base agreement and is in accordance with the Performance Work Statement. The period of performance runs from January 1, 2019 - February 28, 2019. Amount: (b)(4) (Option Line Item) 11/30/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
	Add Item 9502 as follows:				
9502	Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) This amount is in accordance with the Performance Work Statement and the period of performance runs from January 1, 2019 - February 28, 2019. Amount: (b)(4) (Option Line Item) 11/30/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
	Add Item 9503 as follows:				
9503	Transportation - Guaranteed Mileage: (b)(4) miles annually. This amount is inclusive of all associated transportation costs and in accordance with the Performance Work Statement. The period of performance runs from January 1, 2019 - February 28, 2019. Amount: (b)(4) (Option Line Item) 11/30/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
	Add Item 9504 as follows:				
9504	Transportation - Above the Guaranteed Mileage: At a Rate of (b)(4) Per Mile. This amount is inclusive of all associated transportation costs and in accordance with the Performance Work Statement. The period of performance runs from January 1, 2019 -February 28, 2019. Amount: (b)(4) (Option Line Item) 11/30/2018 Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/P00029

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NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
9505	Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 9505 as follows: Detainee Volunteer Wages: At a Rate of \$1.00 per shift. The period of performance runs from January 1, 2019 - February 28, 2019. Amount: \$3,500.00 (Option Line Item) 11/30/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 9506 as follows:	3500	EA	1.00	0.00
9506	On Call Post/Guard Services: At a Rate of (b)(4) per hour. The period of performance runs from January 1, 2019 - February 28, 2019. Amount: (b)(4) (Option Line Item) 11/30/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 9508 as follows:	(b)(4)			
9508	Postage: The estimated annual cost is (b)(4) The period of performance runs from January 1, 2019 - February 28, 2019. Amount: (b)(4) (Option Line Item) 11/30/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 9510 as follows:				(b)(4)
9510	Detainee Clothing for Transfers: At a rate of \$25.00 per set. The period of performance runs from January 1, 2019 - February 28, 2019. Amount: (b)(4) (Option Line Item) 11/30/2018 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)

WD 15-5233 (Rev.-10) was first posted on www.wdol.gov on 08/14/2018

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Daniel W. Simms Director	Division of Wage Determinations		Wage Determination No.: 2015-5233 Revision No.: 10 Date Of Revision: 08/06/2018
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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, Waller

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.67
01012 - Accounting Clerk II		17.59
01013 - Accounting Clerk III		19.67
01020 - Administrative Assistant		29.29
01035 - Court Reporter		29.01
01041 - Customer Service Representative I		12.65
01042 - Customer Service Representative II		14.22
01043 - Customer Service Representative III		15.52
01051 - Data Entry Operator I		13.63
01052 - Data Entry Operator II		14.87
01060 - Dispatcher, Motor Vehicle		18.62
01070 - Document Preparation Clerk		14.75
01090 - Duplicating Machine Operator		14.75
01111 - General Clerk I		14.07
01112 - General Clerk II		15.36
01113 - General Clerk III		17.24
01120 - Housing Referral Assistant		21.24
01141 - Messenger Courier		13.54
01191 - Order Clerk I		18.00
01192 - Order Clerk II		19.90
01261 - Personnel Assistant (Employment) I		16.76
01262 - Personnel Assistant (Employment) II		18.74
01263 - Personnel Assistant (Employment) III		20.90
01270 - Production Control Clerk		23.21
01290 - Rental Clerk		14.75
01300 - Scheduler, Maintenance		17.03
01311 - Secretary I		17.03
01312 - Secretary II		19.04

01313	- Secretary III	21.24
01320	- Service Order Dispatcher	16.65
01410	- Supply Technician	29.29
01420	- Survey Worker	17.79
01460	- Switchboard Operator/Receptionist	13.02
01531	- Travel Clerk I	14.24
01532	- Travel Clerk II	15.38
01533	- Travel Clerk III	16.44
01611	- Word Processor I	16.18
01612	- Word Processor II	18.17
01613	- Word Processor III	20.33
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	25.76
05010	- Automotive Electrician	23.79
05040	- Automotive Glass Installer	21.96
05070	- Automotive Worker	21.96
05110	- Mobile Equipment Servicer	20.23
05130	- Motor Equipment Metal Mechanic	25.96
05160	- Motor Equipment Metal Worker	21.96
05190	- Motor Vehicle Mechanic	25.76
05220	- Motor Vehicle Mechanic Helper	19.40
05250	- Motor Vehicle Upholstery Worker	20.83
05280	- Motor Vehicle Wrecker	21.96
05310	- Painter, Automotive	23.79
05340	- Radiator Repair Specialist	22.88
05370	- Tire Repairer	14.40
05400	- Transmission Repair Specialist	25.76
07000	- Food Preparation And Service Occupations	
07010	- Baker	11.75
07041	- Cook I	11.92
07042	- Cook II	13.84
07070	- Dishwasher	10.37
07130	- Food Service Worker	11.13
07210	- Meat Cutter	12.91
07260	- Waiter/Waitress	9.27
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	18.32
09040	- Furniture Handler	11.95
09080	- Furniture Refinisher	17.70
09090	- Furniture Refinisher Helper	14.58
09110	- Furniture Repairer, Minor	16.82
09130	- Upholsterer	18.32
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	10.96
11060	- Elevator Operator	10.66
11090	- Gardener	16.12
11122	- Housekeeping Aide	10.66
11150	- Janitor	10.66
11210	- Laborer, Grounds Maintenance	12.12
11240	- Maid or Houseman	9.46
11260	- Pruner	10.83
11270	- Tractor Operator	14.79
11330	- Trail Maintenance Worker	12.12
11360	- Window Cleaner	11.93
12000	- Health Occupations	
12010	- Ambulance Driver	15.90
12011	- Breath Alcohol Technician	20.38
12012	- Certified Occupational Therapist Assistant	32.02
12015	- Certified Physical Therapist Assistant	32.91
12020	- Dental Assistant	17.02
12025	- Dental Hygienist	35.52

12030 - EKG Technician	25.92
12035 - Electroneurodiagnostic Technologist	25.92
12040 - Emergency Medical Technician	15.90
12071 - Licensed Practical Nurse I	19.05
12072 - Licensed Practical Nurse II	21.32
12073 - Licensed Practical Nurse III	23.76
12100 - Medical Assistant	15.06
12130 - Medical Laboratory Technician	20.64
12160 - Medical Record Clerk	18.05
12190 - Medical Record Technician	20.18
12195 - Medical Transcriptionist	19.67
12210 - Nuclear Medicine Technologist	37.87
12221 - Nursing Assistant I	11.39
12222 - Nursing Assistant II	12.81
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	16.79
12236 - Optical Technician	16.82
12250 - Pharmacy Technician	19.18
12280 - Phlebotomist	15.62
12305 - Radiologic Technologist	29.86
12311 - Registered Nurse I	30.36
12312 - Registered Nurse II	38.37
12313 - Registered Nurse II, Specialist	38.37
12314 - Registered Nurse III	44.91
12315 - Registered Nurse III, Anesthetist	44.91
12316 - Registered Nurse IV	53.84
12317 - Scheduler (Drug and Alcohol Testing)	25.93
12320 - Substance Abuse Treatment Counselor	21.87
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.00
13012 - Exhibits Specialist II	24.77
13013 - Exhibits Specialist III	30.30
13041 - Illustrator I	19.30
13042 - Illustrator II	23.91
13043 - Illustrator III	30.12
13047 - Librarian	29.09
13050 - Library Aide/Clerk	12.75
13054 - Library Information Technology Systems Administrator	26.27
13058 - Library Technician	16.48
13061 - Media Specialist I	18.96
13062 - Media Specialist II	21.20
13063 - Media Specialist III	23.64
13071 - Photographer I	18.96
13072 - Photographer II	21.20
13073 - Photographer III	26.27
13074 - Photographer IV	32.13
13075 - Photographer V	38.87
13090 - Technical Order Library Clerk	16.01
13110 - Video Teleconference Technician	20.24
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.31
14042 - Computer Operator II	19.37
14043 - Computer Operator III	21.59
14044 - Computer Operator IV	24.00
14045 - Computer Operator V	26.57
14071 - Computer Programmer I	(see 1) 26.04
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		17.31
14160 - Personal Computer Support Technician		24.00
14170 - System Support Specialist		34.32
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		33.08
15020 - Aircrew Training Devices Instructor (Rated)		40.02
15030 - Air Crew Training Devices Instructor (Pilot)		47.98
15050 - Computer Based Training Specialist / Instructor		33.08
15060 - Educational Technologist		34.80
15070 - Flight Instructor (Pilot)		47.98
15080 - Graphic Artist		26.72
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		44.75
15086 - Maintenance Test Pilot, Rotary Wing		44.75
15088 - Non-Maintenance Test/Co-Pilot		44.75
15090 - Technical Instructor		27.50
15095 - Technical Instructor/Course Developer		33.64
15110 - Test Proctor		22.20
15120 - Tutor		22.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.12
16030 - Counter Attendant		10.12
16040 - Dry Cleaner		12.99
16070 - Finisher, Flatwork, Machine		10.12
16090 - Presser, Hand		10.12
16110 - Presser, Machine, Drycleaning		10.12
16130 - Presser, Machine, Shirts		10.12
16160 - Presser, Machine, Wearing Apparel, Laundry		10.12
16190 - Sewing Machine Operator		13.73
16220 - Tailor		14.78
16250 - Washer, Machine		11.09
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.41
19040 - Tool And Die Maker		24.46
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.92
21030 - Material Coordinator		23.21
21040 - Material Expediter		23.21
21050 - Material Handling Laborer		12.50
21071 - Order Filler		12.32
21080 - Production Line Worker (Food Processing)		15.92
21110 - Shipping Packer		15.35
21130 - Shipping/Receiving Clerk		15.35
21140 - Store Worker I		12.50
21150 - Stock Clerk		17.69
21210 - Tools And Parts Attendant		15.92
21410 - Warehouse Specialist		15.92
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		34.35
23019 - Aircraft Logs and Records Technician		27.09
23021 - Aircraft Mechanic I		32.91
23022 - Aircraft Mechanic II		34.35
23023 - Aircraft Mechanic III		35.83
23040 - Aircraft Mechanic Helper		23.00
23050 - Aircraft, Painter		31.11
23060 - Aircraft Servicer		27.09
23070 - Aircraft Survival Flight Equipment Technician		31.11
23080 - Aircraft Worker		29.10
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		29.10

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	32.91
II		
23110	- Appliance Mechanic	20.70
23120	- Bicycle Repairer	17.93
23125	- Cable Splicer	29.54
23130	- Carpenter, Maintenance	19.71
23140	- Carpet Layer	20.97
23160	- Electrician, Maintenance	26.51
23181	- Electronics Technician Maintenance I	25.40
23182	- Electronics Technician Maintenance II	27.16
23183	- Electronics Technician Maintenance III	28.72
23260	- Fabric Worker	19.52
23290	- Fire Alarm System Mechanic	23.32
23310	- Fire Extinguisher Repairer	18.06
23311	- Fuel Distribution System Mechanic	20.96
23312	- Fuel Distribution System Operator	16.99
23370	- General Maintenance Worker	18.08
23380	- Ground Support Equipment Mechanic	32.91
23381	- Ground Support Equipment Servicer	27.09
23382	- Ground Support Equipment Worker	29.10
23391	- Gunsmith I	18.06
23392	- Gunsmith II	20.97
23393	- Gunsmith III	23.71
23410	- Heating, Ventilation And Air-Conditioning Mechanic	22.62
23411	- Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	23.62
23430	- Heavy Equipment Mechanic	23.95
23440	- Heavy Equipment Operator	19.26
23460	- Instrument Mechanic	25.87
23465	- Laboratory/Shelter Mechanic	22.42
23470	- Laborer	12.50
23510	- Locksmith	22.40
23530	- Machinery Maintenance Mechanic	28.06
23550	- Machinist, Maintenance	21.99
23580	- Maintenance Trades Helper	14.94
23591	- Metrology Technician I	25.87
23592	- Metrology Technician II	27.01
23593	- Metrology Technician III	28.17
23640	- Millwright	25.67
23710	- Office Appliance Repairer	18.99
23760	- Painter, Maintenance	18.99
23790	- Pipefitter, Maintenance	27.23
23810	- Plumber, Maintenance	25.74
23820	- Pneudraulic Systems Mechanic	23.71
23850	- Rigger	22.83
23870	- Scale Mechanic	20.97
23890	- Sheet-Metal Worker, Maintenance	20.32
23910	- Small Engine Mechanic	18.08
23931	- Telecommunications Mechanic I	23.89
23932	- Telecommunications Mechanic II	24.95
23950	- Telephone Lineman	28.07
23960	- Welder, Combination, Maintenance	23.06
23965	- Well Driller	23.54
23970	- Woodcraft Worker	23.71
23980	- Woodworker	18.06
24000	- Personal Needs Occupations	
24550	- Case Manager	16.68
24570	- Child Care Attendant	10.65
24580	- Child Care Center Clerk	13.48

24610 - Chore Aide	9.21
24620 - Family Readiness And Support Services Coordinator	16.68
24630 - Homemaker	16.84
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	19.96
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	14.81
25210 - Water Treatment Plant Operator	19.96
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.12
27007 - Baggage Inspector	11.89
27008 - Corrections Officer	21.05
27010 - Court Security Officer	23.02
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	21.05
27070 - Firefighter	24.98
27101 - Guard I	11.89
27102 - Guard II	17.90
27131 - Police Officer I	28.75
27132 - Police Officer II	31.94
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.35
28042 - Carnival Equipment Repairer	13.46
28043 - Carnival Worker	9.04
28210 - Gate Attendant/Gate Tender	13.90
28310 - Lifeguard	12.38
28350 - Park Attendant (Aide)	15.55
28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	19.12
28630 - Sports Official	12.38
28690 - Swimming Pool Operator	17.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.93
29020 - Hatch Tender	27.93
29030 - Line Handler	27.93
29041 - Stevedore I	26.00
29042 - Stevedore II	29.86
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.14
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.37
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.25
30021 - Archeological Technician I	21.56
30022 - Archeological Technician II	25.47
30023 - Archeological Technician III	30.62
30030 - Cartographic Technician	30.62
30040 - Civil Engineering Technician	30.03
30051 - Cryogenic Technician I	26.94
30052 - Cryogenic Technician II	29.76
30061 - Drafter/CAD Operator I	21.56
30062 - Drafter/CAD Operator II	24.71
30063 - Drafter/CAD Operator III	27.56
30064 - Drafter/CAD Operator IV	33.10
30081 - Engineering Technician I	20.02
30082 - Engineering Technician II	22.48
30083 - Engineering Technician III	25.15
30084 - Engineering Technician IV	31.09
30085 - Engineering Technician V	38.65
30086 - Engineering Technician VI	46.10
30090 - Environmental Technician	29.96

30095 - Evidence Control Specialist	24.33
30210 - Laboratory Technician	30.91
30221 - Latent Fingerprint Technician I	27.52
30222 - Latent Fingerprint Technician II	30.39
30240 - Mathematical Technician	33.68
30361 - Paralegal/Legal Assistant I	22.52
30362 - Paralegal/Legal Assistant II	27.90
30363 - Paralegal/Legal Assistant III	34.12
30364 - Paralegal/Legal Assistant IV	41.27
30375 - Petroleum Supply Specialist	29.76
30390 - Photo-Optics Technician	30.62
30395 - Radiation Control Technician	29.76
30461 - Technical Writer I	23.88
30462 - Technical Writer II	29.20
30463 - Technical Writer III	35.33
30491 - Unexploded Ordnance (UXO) Technician I	26.15
30492 - Unexploded Ordnance (UXO) Technician II	31.64
30493 - Unexploded Ordnance (UXO) Technician III	37.92
30494 - Unexploded (UXO) Safety Escort	26.15
30495 - Unexploded (UXO) Sweep Personnel	26.15
30501 - Weather Forecaster I	29.63
30502 - Weather Forecaster II	36.05
30620 - Weather Observer, Combined Upper Air Or	(see 2) 27.56
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 30.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.64
31020 - Bus Aide	14.48
31030 - Bus Driver	20.82
31043 - Driver Courier	14.03
31260 - Parking and Lot Attendant	9.79
31290 - Shuttle Bus Driver	15.28
31310 - Taxi Driver	13.64
31361 - Truckdriver, Light	15.28
31362 - Truckdriver, Medium	18.98
31363 - Truckdriver, Heavy	20.32
31364 - Truckdriver, Tractor-Trailer	20.32
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.43
99030 - Cashier	10.01
99050 - Desk Clerk	11.72
99095 - Embalmer	34.72
99130 - Flight Follower	26.15
99251 - Laboratory Animal Caretaker I	11.59
99252 - Laboratory Animal Caretaker II	12.63
99260 - Marketing Analyst	35.05
99310 - Mortician	34.88
99410 - Pest Controller	17.63
99510 - Photofinishing Worker	16.80
99710 - Recycling Laborer	18.00
99711 - Recycling Specialist	21.97
99730 - Refuse Collector	16.08
99810 - Sales Clerk	12.66
99820 - School Crossing Guard	14.04
99830 - Survey Party Chief	25.50
99831 - Surveying Aide	17.45
99832 - Surveying Technician	22.05
99840 - Vending Machine Attendant	12.77
99841 - Vending Machine Repairer	16.15
99842 - Vending Machine Repairer Helper	12.77

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the

conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND 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 re-grading 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.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

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 Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1)).

2. AMENDMENT/MODIFICATION NO. P00026	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6): WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6): Washington DC 20536
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD NASHVILLE TN 372156105	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007 10B. DATED (SEE ITEM 13) 04/22/2009
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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
 DUNS Number: 159734151
 Program Office POC: (b)(6); (b)(7)(C)
 COR: (b)(6); (b)(7)(C)
 Onsite COR: (b)(6); (b)(7)(C)
 Onsite COR: (b)(6); (b)(7)(C)

The purpose of this modification is to incorporate Wage Determination Number 2015-5233, Revision 3, dated 1/13/16.

All other terms and conditions remain unchanged.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C) (Signature of Contracting Officer)
	16C. DATE SIGNED 05/11/2016

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/P00026

PAGE OF
2 14

NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exempt Action: Y Period of Performance: 04/01/2009 to 04/30/2017				

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | WASHINGTON D.C. 20210

|
 |
 |
 | Wage Determination No.: 2015-5233
 Daniel W. Simms Division of | Revision No.: 3
 Director Wage Determinations | Date Of Revision: 01/13/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, San Jacinto, Waller

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.98
01012 - Accounting Clerk II		16.82
01013 - Accounting Clerk III		18.82
01020 - Administrative Assistant		25.91
01035 - Court Reporter		23.97
01041 - Customer Service Representative I		11.62
01042 - Customer Service Representative II		13.07
01043 - Customer Service Representative III		14.26
01051 - Data Entry Operator I		13.63
01052 - Data Entry Operator II		14.87
01060 - Dispatcher, Motor Vehicle		17.56
01070 - Document Preparation Clerk		13.41
01090 - Duplicating Machine Operator		13.41
01111 - General Clerk I		13.07
01112 - General Clerk II		14.60
01113 - General Clerk III		16.39
01120 - Housing Referral Assistant		20.69
01141 - Messenger Courier		13.54
01191 - Order Clerk I		14.87
01192 - Order Clerk II		16.76
01261 - Personnel Assistant (Employment) I		16.42

01262 - Personnel Assistant (Employment) II	18.37
01263 - Personnel Assistant (Employment) III	20.48
01270 - Production Control Clerk	21.01
01290 - Rental Clerk	14.75
01300 - Scheduler, Maintenance	16.59
01311 - Secretary I	16.59
01312 - Secretary II	18.57
01313 - Secretary III	20.69
01320 - Service Order Dispatcher	16.15
01410 - Supply Technician	25.91
01420 - Survey Worker	17.79
01460 - Switchboard Operator/Receptionist	12.59
01531 - Travel Clerk I	13.92
01532 - Travel Clerk II	15.00
01533 - Travel Clerk III	16.05
01611 - Word Processor I	14.71
01612 - Word Processor II	16.52
01613 - Word Processor III	18.48
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.76
05010 - Automotive Electrician	23.79
05040 - Automotive Glass Installer	21.96
05070 - Automotive Worker	21.96
05110 - Mobile Equipment Servicer	20.23
05130 - Motor Equipment Metal Mechanic	25.96
05160 - Motor Equipment Metal Worker	21.96
05190 - Motor Vehicle Mechanic	25.76
05220 - Motor Vehicle Mechanic Helper	19.40
05250 - Motor Vehicle Upholstery Worker	20.83
05280 - Motor Vehicle Wrecker	21.96
05310 - Painter, Automotive	23.79
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.06
07041 - Cook I	10.47
07042 - Cook II	11.97
07070 - Dishwasher	8.86
07130 - Food Service Worker	9.31
07210 - Meat Cutter	12.91
07260 - Waiter/Waitress	8.99
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.32
09040 - Furniture Handler	11.95
09080 - Furniture Refinisher	17.70
09090 - Furniture Refinisher Helper	14.58
09110 - Furniture Repairer, Minor	16.82
09130 - Upholsterer	18.32
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.90
11060 - Elevator Operator	9.24
11090 - Gardener	14.52
11122 - Housekeeping Aide	9.24

11150 - Janitor	9.24	
11210 - Laborer, Grounds Maintenance		10.93
11240 - Maid or Houseman		8.76
11260 - Pruner	9.63	
11270 - Tractor Operator	13.15	
11330 - Trail Maintenance Worker		10.93
11360 - Window Cleaner		10.34
12000 - Health Occupations		
12010 - Ambulance Driver	15.90	
12011 - Breath Alcohol Technician	15.90	
12012 - Certified Occupational Therapist Assistant		26.06
12015 - Certified Physical Therapist Assistant		26.97
12020 - Dental Assistant	16.49	
12025 - Dental Hygienist	35.17	
12030 - EKG Technician	25.92	
12035 - Electroneurodiagnostic Technologist		25.92
12040 - Emergency Medical Technician		15.90
12071 - Licensed Practical Nurse I	19.05	
12072 - Licensed Practical Nurse II	21.32	
12073 - Licensed Practical Nurse III	23.76	
12100 - Medical Assistant	13.60	
12130 - Medical Laboratory Technician		18.29
12160 - Medical Record Clerk	15.98	
12190 - Medical Record Technician	17.91	
12195 - Medical Transcriptionist	16.81	
12210 - Nuclear Medicine Technologist	35.13	
12221 - Nursing Assistant I	9.43	
12222 - Nursing Assistant II	11.40	
12223 - Nursing Assistant III	12.44	
12224 - Nursing Assistant IV	13.96	
12235 - Optical Dispenser	16.79	
12236 - Optical Technician	15.29	
12250 - Pharmacy Technician	19.18	
12280 - Phlebotomist	14.63	
12305 - Radiologic Technologist	26.70	
12311 - Registered Nurse I	30.36	
12312 - Registered Nurse II	38.37	
12313 - Registered Nurse II, Specialist	38.37	
12314 - Registered Nurse III	44.91	
12315 - Registered Nurse III, Anesthetist	44.91	
12316 - Registered Nurse IV	53.84	
12317 - Scheduler (Drug and Alcohol Testing)		21.85
12320 - Substance Abuse Treatment Counselor		20.09
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	19.30	
13012 - Exhibits Specialist II	24.74	
13013 - Exhibits Specialist III	28.94	
13041 - Illustrator I	19.30	
13042 - Illustrator II	23.91	
13043 - Illustrator III	30.12	
13047 - Librarian	27.23	
13050 - Library Aide/Clerk	11.52	
13054 - Library Information Technology Systems Administrator		24.60

13058 - Library Technician	16.04
13061 - Media Specialist I	17.75
13062 - Media Specialist II	19.86
13063 - Media Specialist III	22.13
13071 - Photographer I	15.84
13072 - Photographer II	18.15
13073 - Photographer III	22.56
13074 - Photographer IV	27.49
13075 - Photographer V	33.07
13090 - Technical Order Library Clerk	14.47
13110 - Video Teleconference Technician	16.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.31
14042 - Computer Operator II	19.37
14043 - Computer Operator III	21.59
14044 - Computer Operator IV	24.00
14045 - Computer Operator V	26.57
14071 - Computer Programmer I	(see 1) 26.04
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.31
14160 - Personal Computer Support Technician	24.00
14170 - System Support Specialist	32.92
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.08
15020 - Aircrew Training Devices Instructor (Rated)	40.02
15030 - Air Crew Training Devices Instructor (Pilot)	47.98
15050 - Computer Based Training Specialist / Instructor	33.08
15060 - Educational Technologist	30.39
15070 - Flight Instructor (Pilot)	47.98
15080 - Graphic Artist	26.72
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	43.62
15086 - Maintenance Test Pilot, Rotary Wing	43.62
15088 - Non-Maintenance Test/Co-Pilot	43.62
15090 - Technical Instructor	24.67
15095 - Technical Instructor/Course Developer	30.17
15110 - Test Proctor	20.27
15120 - Tutor	20.27
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.80
16030 - Counter Attendant	9.80
16040 - Dry Cleaner	12.58
16070 - Finisher, Flatwork, Machine	9.80
16090 - Presser, Hand	9.80
16110 - Presser, Machine, Drycleaning	9.80
16130 - Presser, Machine, Shirts	9.80
16160 - Presser, Machine, Wearing Apparel, Laundry	9.80
16190 - Sewing Machine Operator	13.34
16220 - Tailor	14.35
16250 - Washer, Machine	10.76

19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.71
19040 - Tool And Die Maker	23.23	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	14.10	
21030 - Material Coordinator	21.41	
21040 - Material Expediter	21.41	
21050 - Material Handling Laborer	12.26	
21071 - Order Filler	11.47	
21080 - Production Line Worker (Food Processing)		14.10
21110 - Shipping Packer	14.60	
21130 - Shipping/Receiving Clerk	14.60	
21140 - Store Worker I	11.79	
21150 - Stock Clerk	16.70	
21210 - Tools And Parts Attendant	14.10	
21410 - Warehouse Specialist	14.10	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	31.26	
23019 - Aircraft Logs and Records Technician		24.66
23021 - Aircraft Mechanic I	29.95	
23022 - Aircraft Mechanic II	31.26	
23023 - Aircraft Mechanic III	32.60	
23040 - Aircraft Mechanic Helper	21.98	
23050 - Aircraft, Painter	28.17	
23060 - Aircraft Servicer	24.66	
23070 - Aircraft Survival Flight Equipment Technician		28.17
23080 - Aircraft Worker	26.49	
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		26.49
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		29.95
23110 - Appliance Mechanic	18.61	
23120 - Bicycle Repairer	15.30	
23125 - Cable Splicer	27.87	
23130 - Carpenter, Maintenance	19.71	
23140 - Carpet Layer	19.83	
23160 - Electrician, Maintenance	26.51	
23181 - Electronics Technician Maintenance I		23.36
23182 - Electronics Technician Maintenance II		24.98
23183 - Electronics Technician Maintenance III		26.41
23260 - Fabric Worker	17.17	
23290 - Fire Alarm System Mechanic		21.30
23310 - Fire Extinguisher Repairer	17.08	
23311 - Fuel Distribution System Mechanic		20.96
23312 - Fuel Distribution System Operator		16.99
23370 - General Maintenance Worker		18.08
23380 - Ground Support Equipment Mechanic		29.95
23381 - Ground Support Equipment Servicer		24.66
23382 - Ground Support Equipment Worker		26.49
23391 - Gunsmith I	17.08	
23392 - Gunsmith II	19.83	
23393 - Gunsmith III	22.42	
23410 - Heating, Ventilation And Air-Conditioning Mechanic		21.84

23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.80
23430 - Heavy Equipment Mechanic	21.77
23440 - Heavy Equipment Operator	19.26
23460 - Instrument Mechanic	25.87
23465 - Laboratory/Shelter Mechanic	21.21
23470 - Laborer	11.87
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	24.33
23550 - Machinist, Maintenance	20.81
23580 - Maintenance Trades Helper	14.94
23591 - Metrology Technician I	25.87
23592 - Metrology Technician II	27.00
23593 - Metrology Technician III	28.16
23640 - Millwright	22.43
23710 - Office Appliance Repairer	18.99
23760 - Painter, Maintenance	18.99
23790 - Pipefitter, Maintenance	23.52
23810 - Plumber, Maintenance	22.97
23820 - Pneudraulic Systems Mechanic	22.42
23850 - Rigger	22.83
23870 - Scale Mechanic	19.83
23890 - Sheet-Metal Worker, Maintenance	19.95
23910 - Small Engine Mechanic	18.08
23931 - Telecommunications Mechanic I	23.89
23932 - Telecommunications Mechanic II	24.95
23950 - Telephone Lineman	25.52
23960 - Welder, Combination, Maintenance	20.27
23965 - Well Driller	22.76
23970 - Woodcraft Worker	22.42
23980 - Woodworker	16.54
24000 - Personal Needs Occupations	
24550 - Case Manager	14.98
24570 - Child Care Attendant	10.65
24580 - Child Care Center Clerk	13.48
24610 - Chore Aide	8.09
24620 - Family Readiness And Support Services Coordinator	14.98
24630 - Homemaker	16.84
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	18.70
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	14.81
25210 - Water Treatment Plant Operator	18.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.50
27007 - Baggage Inspector	11.56
27008 - Corrections Officer	19.62
27010 - Court Security Officer	21.18
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	19.62
27070 - Firefighter	22.45
27101 - Guard I	11.56

27102 - Guard II	17.90	
27131 - Police Officer I	24.19	
27132 - Police Officer II	26.88	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	11.77	
28042 - Carnival Equipment Repairer	12.82	
28043 - Carnival Worker	8.62	
28210 - Gate Attendant/Gate Tender	13.90	
28310 - Lifeguard	12.38	
28350 - Park Attendant (Aide)	15.55	
28510 - Recreation Aide/Health Facility Attendant		11.35
28515 - Recreation Specialist	17.83	
28630 - Sports Official	12.38	
28690 - Swimming Pool Operator	17.44	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	22.13	
29020 - Hatch Tender	22.13	
29030 - Line Handler	22.13	
29041 - Stevedore I	20.59	
29042 - Stevedore II	23.65	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)		41.14
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)		28.37
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)		31.25
30021 - Archeological Technician I	21.56	
30022 - Archeological Technician II	25.47	
30023 - Archeological Technician III	30.62	
30030 - Cartographic Technician	30.62	
30040 - Civil Engineering Technician	30.03	
30051 - Cryogenic Technician I	24.49	
30052 - Cryogenic Technician II	27.06	
30061 - Drafter/CAD Operator I	21.56	
30062 - Drafter/CAD Operator II	24.71	
30063 - Drafter/CAD Operator III	27.56	
30064 - Drafter/CAD Operator IV	33.10	
30081 - Engineering Technician I	20.02	
30082 - Engineering Technician II	22.48	
30083 - Engineering Technician III	25.15	
30084 - Engineering Technician IV	31.09	
30085 - Engineering Technician V	38.65	
30086 - Engineering Technician VI	46.10	
30090 - Environmental Technician	29.96	
30095 - Evidence Control Specialist	22.12	
30210 - Laboratory Technician	25.92	
30221 - Latent Fingerprint Technician I	23.96	
30222 - Latent Fingerprint Technician II	26.47	
30240 - Mathematical Technician	30.62	
30361 - Paralegal/Legal Assistant I	22.52	
30362 - Paralegal/Legal Assistant II	27.90	
30363 - Paralegal/Legal Assistant III	34.12	
30364 - Paralegal/Legal Assistant IV	41.27	
30375 - Petroleum Supply Specialist	27.06	
30390 - Photo-Optics Technician	30.62	
30395 - Radiation Control Technician	27.06	

30461 - Technical Writer I	23.41	
30462 - Technical Writer II	28.64	
30463 - Technical Writer III	34.93	
30491 - Unexploded Ordnance (UXO) Technician I		26.15
30492 - Unexploded Ordnance (UXO) Technician II		31.64
30493 - Unexploded Ordnance (UXO) Technician III		37.92
30494 - Unexploded (UXO) Safety Escort		26.15
30495 - Unexploded (UXO) Sweep Personnel		26.15
30501 - Weather Forecaster I	24.49	
30502 - Weather Forecaster II	29.80	
30620 - Weather Observer, Combined Upper Air Or	(see 2)	26.35
Surface Programs		
30621 - Weather Observer, Senior	(see 2)	30.48
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot	31.64	
31020 - Bus Aide	13.07	
31030 - Bus Driver	18.77	
31043 - Driver Courier	14.03	
31260 - Parking and Lot Attendant		9.17
31290 - Shuttle Bus Driver		15.28
31310 - Taxi Driver	12.40	
31361 - Truckdriver, Light		15.28
31362 - Truckdriver, Medium		18.98
31363 - Truckdriver, Heavy		20.32
31364 - Truckdriver, Tractor-Trailer		20.32
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		15.43
99030 - Cashier	10.01	
99050 - Desk Clerk	11.72	
99095 - Embalmer	26.08	
99130 - Flight Follower	26.15	
99251 - Laboratory Animal Caretaker I		10.81
99252 - Laboratory Animal Caretaker II		11.78
99260 - Marketing Analyst		28.96
99310 - Mortician	29.08	
99410 - Pest Controller	15.80	
99510 - Photofinishing Worker		13.88
99710 - Recycling Laborer		16.46
99711 - Recycling Specialist		20.06
99730 - Refuse Collector		14.67
99810 - Sales Clerk	12.66	
99820 - School Crossing Guard		10.96
99830 - Survey Party Chief		22.05
99831 - Surveying Aide		15.09
99832 - Surveying Technician		19.07
99840 - Vending Machine Attendant		12.00
99841 - Vending Machine Repairer		14.41
99842 - Vending Machine Repairer Helper		12.31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

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

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND 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 re-grading 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.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1)).

2. AMENDMENT/MODIFICATION NO. P00028
 3. EFFECTIVE DATE See Block 16C
 4. REQUISITION/PURCHASE REQ. NO.
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE ICE/DCR
 ICE/Detention Compliance & Removals
 Immigration and Customs Enforcement
 Office of Acquisition Management
 801 I Street, NW (b)(6);
 WASHINGTON DC 20536
 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR
 ICE/Detention Compliance & Removals
 Immigration and Customs Enforcement
 Office of Acquisition Management
 801 I Street NW, (b)(6);
 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 CORRECTIONS CORPORATION OF AMERICA
 10 BURTON HILLS BLVD
 NASHVILLE TN 372156105
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. x
 HSCEDM-09-D-00007
 10B. DATED (SEE ITEM 13)
 04/22/2009
 CODE (b)(7)(E) FACILITY CODE

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

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

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.
 CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 FAR 52.243-1 Changes
 D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 159734151
 DUNS Number: 159734151
 Program Office POC: (b)(6); (b)(7)(C)
 COR: (b)(6); (b)(7)(C)
 Onsite COR: (b)(6); (b)(7)(C)
 Onsite COR: (b)(6); (b)(7)(C)
 Contracting Officer: (b)(6); (b)(7)(C)

The purpose of this modification is to incorporate the 2016 Revisions to the Performance Based National Detention Standards 2011 (PBNDS 2011) at no additional cost to the Government. The Revisions shall be implemented by June 30, 2017.
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)
 (b)(6); (b)(7)(C)
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 (b)(6); (b)(7)(C)
 15C. DATE SIGNED
 2/10/2017
 16B. UNITED STATES OF AMERICA
 (b)(6); (b)(7)(C)
 (Signature of Contracting Officer)
 16C. DATE SIGNED
 2/13/17

(b)(6); (b)(7)(C)

Previous edition unusable

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>The Revisions are documented in the following attachments to this modification:</p> <ol style="list-style-type: none"> 1) Letter To Facilities on 2016 Revisions to PBND 2) PBND 2011 (2016 Revisions) 3) PBND 2011 with 2016 Revisions in Tracked Changes. <p>All other terms and conditions remain unchanged. Exempt Action: Y Period of Performance: 04/01/2009 to 04/30/2017</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00030	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6); WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW, (b)(6); Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN CORECIVIC INC 10 BURTON HILLS BLVD NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE (b)(7)(E) FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007	10B. DATED (SEE ITEM 13) 04/22/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE 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. 52.222-41 Service Contract Act of 1965
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 159734151
 Program Office POC: (b)(6); (b)(7)(C)
 COR: (b)(6); (b)(7)(C)
 Onsite COR: (b)(6); (b)(7)(C)
 Onsite COR: (b)(6); (b)(7)(C)
 Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov
 Contracting Officer: (b)(6); (b)(7)(C)

The purpose of this modification is to incorporate Revised Wage Determination.

a. Incorporate Wage Determination No.: 2015-5233 Revision No.: 4, Date of Revision:
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)	16B. DATE SIGNED 6/22/17
	(Signature of person authorized to sign)		(b)(6); (b)(7)(C)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/P00030

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>12/20/2016. The Wage Determination effective date is 1 May 2017.</p> <p>b. In accordance with 52.222-43 Fair Labor Standards Act and Service Contract Act-Price Adjustment paragraph (e), while the wage determination is effective 1 May 2017, the contractor has up to 30 days after the date this modification is signed and dated by the Contracting Officer to submit any increase or decreases claimed under this clause.</p> <p>Exempt Action: Y Sensitive Award: SPII Period of Performance: 04/01/2009 to 04/30/2018</p>				

***** THIS WAGE DETERMINATION WAS REPLACED 03/21/2017 *****
WD 15-5233 (Rev.-4) was first posted on www.wdol.gov on 01/03/2017

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

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5233
Revision No.: 4
Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, San Jacinto, Waller

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.98
01012 - Accounting Clerk II		16.82
01013 - Accounting Clerk III		18.82
01020 - Administrative Assistant		25.91
01035 - Court Reporter		23.97
01041 - Customer Service Representative I		11.62
01042 - Customer Service Representative II		13.07
01043 - Customer Service Representative III		14.26
01051 - Data Entry Operator I		13.63
01052 - Data Entry Operator II		14.87
01060 - Dispatcher, Motor Vehicle		17.56
01070 - Document Preparation Clerk		13.41
01090 - Duplicating Machine Operator		13.41
01111 - General Clerk I		13.07
01112 - General Clerk II		14.60
01113 - General Clerk III		16.39
01120 - Housing Referral Assistant		20.69
01141 - Messenger Courier		13.54
01191 - Order Clerk I		14.87
01192 - Order Clerk II		16.76
01261 - Personnel Assistant (Employment) I		16.42
01262 - Personnel Assistant (Employment) II		18.37
01263 - Personnel Assistant (Employment) III		20.48
01270 - Production Control Clerk		21.01
01290 - Rental Clerk		14.75
01300 - Scheduler, Maintenance		16.59
01311 - Secretary I		16.59
01312 - Secretary II		18.57
01313 - Secretary III		20.69
01320 - Service Order Dispatcher		16.15
01410 - Supply Technician		25.91

01420 - Survey Worker	17.79
01460 - Switchboard Operator/Receptionist	12.59
01531 - Travel Clerk I	13.92
01532 - Travel Clerk II	15.00
01533 - Travel Clerk III	16.05
01611 - Word Processor I	14.71
01612 - Word Processor II	16.52
01613 - Word Processor III	18.48
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.76
05010 - Automotive Electrician	23.79
05040 - Automotive Glass Installer	21.96
05070 - Automotive Worker	21.96
05110 - Mobile Equipment Servicer	20.23
05130 - Motor Equipment Metal Mechanic	25.96
05160 - Motor Equipment Metal Worker	21.96
05190 - Motor Vehicle Mechanic	25.76
05220 - Motor Vehicle Mechanic Helper	19.40
05250 - Motor Vehicle Upholstery Worker	20.83
05280 - Motor Vehicle Wrecker	21.96
05310 - Painter, Automotive	23.79
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.06
07041 - Cook I	10.47
07042 - Cook II	11.97
07070 - Dishwasher	8.86
07130 - Food Service Worker	9.31
07210 - Meat Cutter	12.91
07260 - Waiter/Waitress	8.99
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.32
09040 - Furniture Handler	11.95
09080 - Furniture Refinisher	17.70
09090 - Furniture Refinisher Helper	14.58
09110 - Furniture Repairer, Minor	16.82
09130 - Upholsterer	18.32
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.90
11060 - Elevator Operator	9.24
11090 - Gardener	14.52
11122 - Housekeeping Aide	9.24
11150 - Janitor	9.24
11210 - Laborer, Grounds Maintenance	10.93
11240 - Maid or Houseman	8.76
11260 - Pruner	9.63
11270 - Tractor Operator	13.15
11330 - Trail Maintenance Worker	10.93
11360 - Window Cleaner	10.34
12000 - Health Occupations	
12010 - Ambulance Driver	15.90
12011 - Breath Alcohol Technician	15.90
12012 - Certified Occupational Therapist Assistant	26.06
12015 - Certified Physical Therapist Assistant	26.97
12020 - Dental Assistant	16.49
12025 - Dental Hygienist	35.17
12030 - EKG Technician	25.92
12035 - Electroneurodiagnostic Technologist	25.92
12040 - Emergency Medical Technician	15.90
12071 - Licensed Practical Nurse I	19.05
12072 - Licensed Practical Nurse II	21.32
12073 - Licensed Practical Nurse III	23.76
12100 - Medical Assistant	13.60

12130 - Medical Laboratory Technician	18.29
12160 - Medical Record Clerk	15.98
12190 - Medical Record Technician	17.91
12195 - Medical Transcriptionist	16.81
12210 - Nuclear Medicine Technologist	35.13
12221 - Nursing Assistant I	9.43
12222 - Nursing Assistant II	11.40
12223 - Nursing Assistant III	12.44
12224 - Nursing Assistant IV	13.96
12235 - Optical Dispenser	16.79
12236 - Optical Technician	15.29
12250 - Pharmacy Technician	19.18
12280 - Phlebotomist	14.63
12305 - Radiologic Technologist	26.70
12311 - Registered Nurse I	30.36
12312 - Registered Nurse II	38.37
12313 - Registered Nurse II, Specialist	38.37
12314 - Registered Nurse III	44.91
12315 - Registered Nurse III, Anesthetist	44.91
12316 - Registered Nurse IV	53.84
12317 - Scheduler (Drug and Alcohol Testing)	21.85
12320 - Substance Abuse Treatment Counselor	20.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	19.30
13042 - Illustrator II	23.91
13043 - Illustrator III	30.12
13047 - Librarian	27.23
13050 - Library Aide/Clerk	11.52
13054 - Library Information Technology Systems Administrator	24.60
13058 - Library Technician	16.04
13061 - Media Specialist I	17.75
13062 - Media Specialist II	19.86
13063 - Media Specialist III	22.13
13071 - Photographer I	15.84
13072 - Photographer II	18.15
13073 - Photographer III	22.56
13074 - Photographer IV	27.49
13075 - Photographer V	33.07
13090 - Technical Order Library Clerk	14.47
13110 - Video Teleconference Technician	16.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.31
14042 - Computer Operator II	19.37
14043 - Computer Operator III	21.59
14044 - Computer Operator IV	24.00
14045 - Computer Operator V	26.57
14071 - Computer Programmer I	(see 1) 26.04
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.31
14160 - Personal Computer Support Technician	24.00
14170 - System Support Specialist	32.92
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.08
15020 - Aircrew Training Devices Instructor (Rated)	40.02
15030 - Air Crew Training Devices Instructor (Pilot)	47.98
15050 - Computer Based Training Specialist / Instructor	33.08

15060 - Educational Technologist	30.39
15070 - Flight Instructor (Pilot)	47.98
15080 - Graphic Artist	26.72
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	43.62
15086 - Maintenance Test Pilot, Rotary Wing	43.62
15088 - Non-Maintenance Test/Co-Pilot	43.62
15090 - Technical Instructor	24.67
15095 - Technical Instructor/Course Developer	30.17
15110 - Test Proctor	20.27
15120 - Tutor	20.27
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.80
16030 - Counter Attendant	9.80
16040 - Dry Cleaner	12.58
16070 - Finisher, Flatwork, Machine	9.80
16090 - Presser, Hand	9.80
16110 - Presser, Machine, Drycleaning	9.80
16130 - Presser, Machine, Shirts	9.80
16160 - Presser, Machine, Wearing Apparel, Laundry	9.80
16190 - Sewing Machine Operator	13.34
16220 - Tailor	14.35
16250 - Washer, Machine	10.76
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.71
19040 - Tool And Die Maker	23.23
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.10
21030 - Material Coordinator	21.41
21040 - Material Expediter	21.41
21050 - Material Handling Laborer	12.26
21071 - Order Filler	11.47
21080 - Production Line Worker (Food Processing)	14.10
21110 - Shipping Packer	14.60
21130 - Shipping/Receiving Clerk	14.60
21140 - Store Worker I	11.79
21150 - Stock Clerk	16.70
21210 - Tools And Parts Attendant	14.10
21410 - Warehouse Specialist	14.10
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	31.26
23019 - Aircraft Logs and Records Technician	24.66
23021 - Aircraft Mechanic I	29.95
23022 - Aircraft Mechanic II	31.26
23023 - Aircraft Mechanic III	32.60
23040 - Aircraft Mechanic Helper	21.98
23050 - Aircraft, Painter	28.17
23060 - Aircraft Servicer	24.66
23070 - Aircraft Survival Flight Equipment Technician	28.17
23080 - Aircraft Worker	26.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.49
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.95
23110 - Appliance Mechanic	18.61
23120 - Bicycle Repairer	15.30
23125 - Cable Splicer	27.87
23130 - Carpenter, Maintenance	19.71
23140 - Carpet Layer	19.83
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	23.36
23182 - Electronics Technician Maintenance II	24.98
23183 - Electronics Technician Maintenance III	26.41
23260 - Fabric Worker	17.17
23290 - Fire Alarm System Mechanic	21.30
23310 - Fire Extinguisher Repairer	17.08

23311 - Fuel Distribution System Mechanic	20.96
23312 - Fuel Distribution System Operator	16.99
23370 - General Maintenance Worker	18.08
23380 - Ground Support Equipment Mechanic	29.95
23381 - Ground Support Equipment Servicer	24.66
23382 - Ground Support Equipment Worker	26.49
23391 - Gunsmith I	17.08
23392 - Gunsmith II	19.83
23393 - Gunsmith III	22.42
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.84
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.80
23430 - Heavy Equipment Mechanic	21.77
23440 - Heavy Equipment Operator	19.26
23460 - Instrument Mechanic	25.87
23465 - Laboratory/Shelter Mechanic	21.21
23470 - Laborer	11.87
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	24.33
23550 - Machinist, Maintenance	20.81
23580 - Maintenance Trades Helper	14.94
23591 - Metrology Technician I	25.87
23592 - Metrology Technician II	27.00
23593 - Metrology Technician III	28.16
23640 - Millwright	22.43
23710 - Office Appliance Repairer	18.99
23760 - Painter, Maintenance	18.99
23790 - Pipefitter, Maintenance	23.52
23810 - Plumber, Maintenance	22.97
23820 - Pneudraulic Systems Mechanic	22.42
23850 - Rigger	22.83
23870 - Scale Mechanic	19.83
23890 - Sheet-Metal Worker, Maintenance	19.95
23910 - Small Engine Mechanic	18.08
23931 - Telecommunications Mechanic I	23.89
23932 - Telecommunications Mechanic II	24.95
23950 - Telephone Lineman	25.52
23960 - Welder, Combination, Maintenance	20.27
23965 - Well Driller	22.76
23970 - Woodcraft Worker	22.42
23980 - Woodworker	16.54
24000 - Personal Needs Occupations	
24550 - Case Manager	14.98
24570 - Child Care Attendant	10.65
24580 - Child Care Center Clerk	13.48
24610 - Chore Aide	8.09
24620 - Family Readiness And Support Services Coordinator	14.98
24630 - Homemaker	16.84
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	18.70
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	14.81
25210 - Water Treatment Plant Operator	18.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.50
27007 - Baggage Inspector	11.56
27008 - Corrections Officer	19.62
27010 - Court Security Officer	21.18
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	19.62
27070 - Firefighter	22.45
27101 - Guard I	11.56

27102 - Guard II	17.90
27131 - Police Officer I	24.19
27132 - Police Officer II	26.88
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.77
28042 - Carnival Equipment Repairer	12.82
28043 - Carnival Worker	8.62
28210 - Gate Attendant/Gate Tender	13.90
28310 - Lifeguard	12.38
28350 - Park Attendant (Aide)	15.55
28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	17.83
28630 - Sports Official	12.38
28690 - Swimming Pool Operator	17.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.13
29020 - Hatch Tender	22.13
29030 - Line Handler	22.13
29041 - Stevedore I	20.59
29042 - Stevedore II	23.65
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.14
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.37
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.25
30021 - Archeological Technician I	21.56
30022 - Archeological Technician II	25.47
30023 - Archeological Technician III	30.62
30030 - Cartographic Technician	30.62
30040 - Civil Engineering Technician	30.03
30051 - Cryogenic Technician I	24.49
30052 - Cryogenic Technician II	27.06
30061 - Drafter/CAD Operator I	21.56
30062 - Drafter/CAD Operator II	24.71
30063 - Drafter/CAD Operator III	27.56
30064 - Drafter/CAD Operator IV	33.10
30081 - Engineering Technician I	20.02
30082 - Engineering Technician II	22.48
30083 - Engineering Technician III	25.15
30084 - Engineering Technician IV	31.09
30085 - Engineering Technician V	38.65
30086 - Engineering Technician VI	46.10
30090 - Environmental Technician	29.96
30095 - Evidence Control Specialist	22.12
30210 - Laboratory Technician	25.92
30221 - Latent Fingerprint Technician I	23.96
30222 - Latent Fingerprint Technician II	26.47
30240 - Mathematical Technician	30.62
30361 - Paralegal/Legal Assistant I	22.52
30362 - Paralegal/Legal Assistant II	27.90
30363 - Paralegal/Legal Assistant III	34.12
30364 - Paralegal/Legal Assistant IV	41.27
30375 - Petroleum Supply Specialist	27.06
30390 - Photo-Optics Technician	30.62
30395 - Radiation Control Technician	27.06
30461 - Technical Writer I	23.41
30462 - Technical Writer II	28.64
30463 - Technical Writer III	34.93
30491 - Unexploded Ordnance (UXO) Technician I	26.15
30492 - Unexploded Ordnance (UXO) Technician II	31.64
30493 - Unexploded Ordnance (UXO) Technician III	37.92
30494 - Unexploded (UXO) Safety Escort	26.15
30495 - Unexploded (UXO) Sweep Personnel	26.15
30501 - Weather Forecaster I	24.49
30502 - Weather Forecaster II	29.80
30620 - Weather Observer, Combined Upper Air Or (see 2)	26.35

Surface Programs	
30621 - Weather Observer, Senior	(see 2) 30.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.64
31020 - Bus Aide	13.07
31030 - Bus Driver	18.77
31043 - Driver Courier	14.03
31260 - Parking and Lot Attendant	9.17
31290 - Shuttle Bus Driver	15.28
31310 - Taxi Driver	12.40
31361 - Truckdriver, Light	15.28
31362 - Truckdriver, Medium	18.98
31363 - Truckdriver, Heavy	20.32
31364 - Truckdriver, Tractor-Trailer	20.32
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.43
99030 - Cashier	10.01
99050 - Desk Clerk	11.72
99095 - Embalmer	26.08
99130 - Flight Follower	26.15
99251 - Laboratory Animal Caretaker I	10.81
99252 - Laboratory Animal Caretaker II	11.78
99260 - Marketing Analyst	28.96
99310 - Mortician	29.08
99410 - Pest Controller	15.80
99510 - Photofinishing Worker	13.88
99710 - Recycling Laborer	16.46
99711 - Recycling Specialist	20.06
99730 - Refuse Collector	14.67
99810 - Sales Clerk	12.66
99820 - School Crossing Guard	10.96
99830 - Survey Party Chief	22.05
99831 - Surveying Aide	15.09
99832 - Surveying Technician	19.07
99840 - Vending Machine Attendant	12.00
99841 - Vending Machine Repairer	14.41
99842 - Vending Machine Repairer Helper	12.31

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

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

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND 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 re-grading 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.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1)).

***** THIS WAGE DETERMINATION WAS REPLACED 03/21/2017 *****

WD 15-5233 (Rev.-4) was first posted on www.wdol.gov on 01/03/2017

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

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5233
Revision No.: 4
Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, San Jacinto, Waller

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.98
01012 - Accounting Clerk II		16.82
01013 - Accounting Clerk III		18.82
01020 - Administrative Assistant		25.91
01035 - Court Reporter		23.97
01041 - Customer Service Representative I		11.62
01042 - Customer Service Representative II		13.07
01043 - Customer Service Representative III		14.26
01051 - Data Entry Operator I		13.63
01052 - Data Entry Operator II		14.87
01060 - Dispatcher, Motor Vehicle		17.56
01070 - Document Preparation Clerk		13.41
01090 - Duplicating Machine Operator		13.41
01111 - General Clerk I		13.07
01112 - General Clerk II		14.60
01113 - General Clerk III		16.39
01120 - Housing Referral Assistant		20.69
01141 - Messenger Courier		13.54
01191 - Order Clerk I		14.87
01192 - Order Clerk II		16.76
01261 - Personnel Assistant (Employment) I		16.42
01262 - Personnel Assistant (Employment) II		18.37
01263 - Personnel Assistant (Employment) III		20.48
01270 - Production Control Clerk		21.01
01290 - Rental Clerk		14.75
01300 - Scheduler, Maintenance		16.59
01311 - Secretary I		16.59
01312 - Secretary II		18.57
01313 - Secretary III		20.69
01320 - Service Order Dispatcher		16.15
01410 - Supply Technician		25.91

01420 - Survey Worker	17.79
01460 - Switchboard Operator/Receptionist	12.59
01531 - Travel Clerk I	13.92
01532 - Travel Clerk II	15.00
01533 - Travel Clerk III	16.05
01611 - Word Processor I	14.71
01612 - Word Processor II	16.52
01613 - Word Processor III	18.48
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.76
05010 - Automotive Electrician	23.79
05040 - Automotive Glass Installer	21.96
05070 - Automotive Worker	21.96
05110 - Mobile Equipment Servicer	20.23
05130 - Motor Equipment Metal Mechanic	25.96
05160 - Motor Equipment Metal Worker	21.96
05190 - Motor Vehicle Mechanic	25.76
05220 - Motor Vehicle Mechanic Helper	19.40
05250 - Motor Vehicle Upholstery Worker	20.83
05280 - Motor Vehicle Wrecker	21.96
05310 - Painter, Automotive	23.79
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.06
07041 - Cook I	10.47
07042 - Cook II	11.97
07070 - Dishwasher	8.86
07130 - Food Service Worker	9.31
07210 - Meat Cutter	12.91
07260 - Waiter/Waitress	8.99
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.32
09040 - Furniture Handler	11.95
09080 - Furniture Refinisher	17.70
09090 - Furniture Refinisher Helper	14.58
09110 - Furniture Repairer, Minor	16.82
09130 - Upholsterer	18.32
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.90
11060 - Elevator Operator	9.24
11090 - Gardener	14.52
11122 - Housekeeping Aide	9.24
11150 - Janitor	9.24
11210 - Laborer, Grounds Maintenance	10.93
11240 - Maid or Houseman	8.76
11260 - Pruner	9.63
11270 - Tractor Operator	13.15
11330 - Trail Maintenance Worker	10.93
11360 - Window Cleaner	10.34
12000 - Health Occupations	
12010 - Ambulance Driver	15.90
12011 - Breath Alcohol Technician	15.90
12012 - Certified Occupational Therapist Assistant	26.06
12015 - Certified Physical Therapist Assistant	26.97
12020 - Dental Assistant	16.49
12025 - Dental Hygienist	35.17
12030 - EKG Technician	25.92
12035 - Electroneurodiagnostic Technologist	25.92
12040 - Emergency Medical Technician	15.90
12071 - Licensed Practical Nurse I	19.05
12072 - Licensed Practical Nurse II	21.32
12073 - Licensed Practical Nurse III	23.76
12100 - Medical Assistant	13.60

12130 - Medical Laboratory Technician	18.29
12160 - Medical Record Clerk	15.98
12190 - Medical Record Technician	17.91
12195 - Medical Transcriptionist	16.81
12210 - Nuclear Medicine Technologist	35.13
12221 - Nursing Assistant I	9.43
12222 - Nursing Assistant II	11.40
12223 - Nursing Assistant III	12.44
12224 - Nursing Assistant IV	13.96
12235 - Optical Dispenser	16.79
12236 - Optical Technician	15.29
12250 - Pharmacy Technician	19.18
12280 - Phlebotomist	14.63
12305 - Radiologic Technologist	26.70
12311 - Registered Nurse I	30.36
12312 - Registered Nurse II	38.37
12313 - Registered Nurse II, Specialist	38.37
12314 - Registered Nurse III	44.91
12315 - Registered Nurse III, Anesthetist	44.91
12316 - Registered Nurse IV	53.84
12317 - Scheduler (Drug and Alcohol Testing)	21.85
12320 - Substance Abuse Treatment Counselor	20.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	19.30
13042 - Illustrator II	23.91
13043 - Illustrator III	30.12
13047 - Librarian	27.23
13050 - Library Aide/Clerk	11.52
13054 - Library Information Technology Systems Administrator	24.60
13058 - Library Technician	16.04
13061 - Media Specialist I	17.75
13062 - Media Specialist II	19.86
13063 - Media Specialist III	22.13
13071 - Photographer I	15.84
13072 - Photographer II	18.15
13073 - Photographer III	22.56
13074 - Photographer IV	27.49
13075 - Photographer V	33.07
13090 - Technical Order Library Clerk	14.47
13110 - Video Teleconference Technician	16.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.31
14042 - Computer Operator II	19.37
14043 - Computer Operator III	21.59
14044 - Computer Operator IV	24.00
14045 - Computer Operator V	26.57
14071 - Computer Programmer I	(see 1) 26.04
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.31
14160 - Personal Computer Support Technician	24.00
14170 - System Support Specialist	32.92
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.08
15020 - Aircrew Training Devices Instructor (Rated)	40.02
15030 - Air Crew Training Devices Instructor (Pilot)	47.98
15050 - Computer Based Training Specialist / Instructor	33.08

15060 - Educational Technologist	30.39
15070 - Flight Instructor (Pilot)	47.98
15080 - Graphic Artist	26.72
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	43.62
15086 - Maintenance Test Pilot, Rotary Wing	43.62
15088 - Non-Maintenance Test/Co-Pilot	43.62
15090 - Technical Instructor	24.67
15095 - Technical Instructor/Course Developer	30.17
15110 - Test Proctor	20.27
15120 - Tutor	20.27
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.80
16030 - Counter Attendant	9.80
16040 - Dry Cleaner	12.58
16070 - Finisher, Flatwork, Machine	9.80
16090 - Presser, Hand	9.80
16110 - Presser, Machine, Drycleaning	9.80
16130 - Presser, Machine, Shirts	9.80
16160 - Presser, Machine, Wearing Apparel, Laundry	9.80
16190 - Sewing Machine Operator	13.34
16220 - Tailor	14.35
16250 - Washer, Machine	10.76
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.71
19040 - Tool And Die Maker	23.23
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.10
21030 - Material Coordinator	21.41
21040 - Material Expediter	21.41
21050 - Material Handling Laborer	12.26
21071 - Order Filler	11.47
21080 - Production Line Worker (Food Processing)	14.10
21110 - Shipping Packer	14.60
21130 - Shipping/Receiving Clerk	14.60
21140 - Store Worker I	11.79
21150 - Stock Clerk	16.70
21210 - Tools And Parts Attendant	14.10
21410 - Warehouse Specialist	14.10
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	31.26
23019 - Aircraft Logs and Records Technician	24.66
23021 - Aircraft Mechanic I	29.95
23022 - Aircraft Mechanic II	31.26
23023 - Aircraft Mechanic III	32.60
23040 - Aircraft Mechanic Helper	21.98
23050 - Aircraft, Painter	28.17
23060 - Aircraft Servicer	24.66
23070 - Aircraft Survival Flight Equipment Technician	28.17
23080 - Aircraft Worker	26.49
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	26.49
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.95
23110 - Appliance Mechanic	18.61
23120 - Bicycle Repairer	15.30
23125 - Cable Splicer	27.87
23130 - Carpenter, Maintenance	19.71
23140 - Carpet Layer	19.83
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	23.36
23182 - Electronics Technician Maintenance II	24.98
23183 - Electronics Technician Maintenance III	26.41
23260 - Fabric Worker	17.17
23290 - Fire Alarm System Mechanic	21.30
23310 - Fire Extinguisher Repairer	17.08

23311 - Fuel Distribution System Mechanic	20.96
23312 - Fuel Distribution System Operator	16.99
23370 - General Maintenance Worker	18.08
23380 - Ground Support Equipment Mechanic	29.95
23381 - Ground Support Equipment Servicer	24.66
23382 - Ground Support Equipment Worker	26.49
23391 - Gunsmith I	17.08
23392 - Gunsmith II	19.83
23393 - Gunsmith III	22.42
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.84
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.80
23430 - Heavy Equipment Mechanic	21.77
23440 - Heavy Equipment Operator	19.26
23460 - Instrument Mechanic	25.87
23465 - Laboratory/Shelter Mechanic	21.21
23470 - Laborer	11.87
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	24.33
23550 - Machinist, Maintenance	20.81
23580 - Maintenance Trades Helper	14.94
23591 - Metrology Technician I	25.87
23592 - Metrology Technician II	27.00
23593 - Metrology Technician III	28.16
23640 - Millwright	22.43
23710 - Office Appliance Repairer	18.99
23760 - Painter, Maintenance	18.99
23790 - Pipefitter, Maintenance	23.52
23810 - Plumber, Maintenance	22.97
23820 - Pneudraulic Systems Mechanic	22.42
23850 - Rigger	22.83
23870 - Scale Mechanic	19.83
23890 - Sheet-Metal Worker, Maintenance	19.95
23910 - Small Engine Mechanic	18.08
23931 - Telecommunications Mechanic I	23.89
23932 - Telecommunications Mechanic II	24.95
23950 - Telephone Lineman	25.52
23960 - Welder, Combination, Maintenance	20.27
23965 - Well Driller	22.76
23970 - Woodcraft Worker	22.42
23980 - Woodworker	16.54
24000 - Personal Needs Occupations	
24550 - Case Manager	14.98
24570 - Child Care Attendant	10.65
24580 - Child Care Center Clerk	13.48
24610 - Chore Aide	8.09
24620 - Family Readiness And Support Services Coordinator	14.98
24630 - Homemaker	16.84
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	18.70
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	14.81
25210 - Water Treatment Plant Operator	18.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.50
27007 - Baggage Inspector	11.56
27008 - Corrections Officer	19.62
27010 - Court Security Officer	21.18
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	19.62
27070 - Firefighter	22.45
27101 - Guard I	11.56

27102 - Guard II	17.90
27131 - Police Officer I	24.19
27132 - Police Officer II	26.88
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.77
28042 - Carnival Equipment Repairer	12.82
28043 - Carnival Worker	8.62
28210 - Gate Attendant/Gate Tender	13.90
28310 - Lifeguard	12.38
28350 - Park Attendant (Aide)	15.55
28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	17.83
28630 - Sports Official	12.38
28690 - Swimming Pool Operator	17.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.13
29020 - Hatch Tender	22.13
29030 - Line Handler	22.13
29041 - Stevedore I	20.59
29042 - Stevedore II	23.65
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.14
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.37
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.25
30021 - Archeological Technician I	21.56
30022 - Archeological Technician II	25.47
30023 - Archeological Technician III	30.62
30030 - Cartographic Technician	30.62
30040 - Civil Engineering Technician	30.03
30051 - Cryogenic Technician I	24.49
30052 - Cryogenic Technician II	27.06
30061 - Drafter/CAD Operator I	21.56
30062 - Drafter/CAD Operator II	24.71
30063 - Drafter/CAD Operator III	27.56
30064 - Drafter/CAD Operator IV	33.10
30081 - Engineering Technician I	20.02
30082 - Engineering Technician II	22.48
30083 - Engineering Technician III	25.15
30084 - Engineering Technician IV	31.09
30085 - Engineering Technician V	38.65
30086 - Engineering Technician VI	46.10
30090 - Environmental Technician	29.96
30095 - Evidence Control Specialist	22.12
30210 - Laboratory Technician	25.92
30221 - Latent Fingerprint Technician I	23.96
30222 - Latent Fingerprint Technician II	26.47
30240 - Mathematical Technician	30.62
30361 - Paralegal/Legal Assistant I	22.52
30362 - Paralegal/Legal Assistant II	27.90
30363 - Paralegal/Legal Assistant III	34.12
30364 - Paralegal/Legal Assistant IV	41.27
30375 - Petroleum Supply Specialist	27.06
30390 - Photo-Optics Technician	30.62
30395 - Radiation Control Technician	27.06
30461 - Technical Writer I	23.41
30462 - Technical Writer II	28.64
30463 - Technical Writer III	34.93
30491 - Unexploded Ordnance (UXO) Technician I	26.15
30492 - Unexploded Ordnance (UXO) Technician II	31.64
30493 - Unexploded Ordnance (UXO) Technician III	37.92
30494 - Unexploded (UXO) Safety Escort	26.15
30495 - Unexploded (UXO) Sweep Personnel	26.15
30501 - Weather Forecaster I	24.49
30502 - Weather Forecaster II	29.80
30620 - Weather Observer, Combined Upper Air Or (see 2)	26.35

Surface Programs	
30621 - Weather Observer, Senior	(see 2) 30.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.64
31020 - Bus Aide	13.07
31030 - Bus Driver	18.77
31043 - Driver Courier	14.03
31260 - Parking and Lot Attendant	9.17
31290 - Shuttle Bus Driver	15.28
31310 - Taxi Driver	12.40
31361 - Truckdriver, Light	15.28
31362 - Truckdriver, Medium	18.98
31363 - Truckdriver, Heavy	20.32
31364 - Truckdriver, Tractor-Trailer	20.32
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.43
99030 - Cashier	10.01
99050 - Desk Clerk	11.72
99095 - Embalmer	26.08
99130 - Flight Follower	26.15
99251 - Laboratory Animal Caretaker I	10.81
99252 - Laboratory Animal Caretaker II	11.78
99260 - Marketing Analyst	28.96
99310 - Mortician	29.08
99410 - Pest Controller	15.80
99510 - Photofinishing Worker	13.88
99710 - Recycling Laborer	16.46
99711 - Recycling Specialist	20.06
99730 - Refuse Collector	14.67
99810 - Sales Clerk	12.66
99820 - School Crossing Guard	10.96
99830 - Survey Party Chief	22.05
99831 - Surveying Aide	15.09
99832 - Surveying Technician	19.07
99840 - Vending Machine Attendant	12.00
99841 - Vending Machine Repairer	14.41
99842 - Vending Machine Repairer Helper	12.31

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

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

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND 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 re-grading 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.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1)).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00014	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6): 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 801 I Street NW, (b)(6): 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 NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE (b)(7)(E) FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007	10B. DATED (SEE ITEM 13) 04/22/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

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

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 identify the Option Year III CLINs and rates that was exercised in P00013.

Exempt Action: Y

Accounting Info:

(b)(7)(E)

MANDAY

Period of Performance: 04/01/2009 to 03/31/2014

Change Item 4001 to read as follows (amount shown)
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)	
		(b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED	
(Signature of person authorized to sign)		3/28/12	
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
HSCEDM-09-D-00007/P00014

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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)
	is the total amount):				
4001	Option III-Monthly Rate for Detention Services Guaranteed Minimum - (b)(4) (b)(4) Total Man Days Fixed Monthly Rate = (b)(4) Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b)(4)	
	Change Item 4002 to read as follows (amount shown is the total amount):				
4002	Option III - Detention Services Above the Guaranteed Minimum (b)(4) (b)(4) Total Man Days Bed Day Rate of (b)(4) Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD			(b)(4)	
	Change Item 4003 to read as follows (amount shown is the total amount):				
4003	Transportation - Option III Guaranteed Mileage - (b)(4) Miles Annually Inclusive of all associated transportation costs			(b)(4)	
	In accordance with the Performance Work Statement Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
	Change Item 4004 to read as follows (amount shown is the total amount):				
4004	Transportation - Option III Above the Guaranteed Mileage Rate - (b)(4) Per Mile Inclusive of all associated transportation costs				
	In accordance with the Performance Work Statement Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
	Change Item 4005 to read as follows (amount shown is the total amount):				
4005	Detainee Volunteer Wages - Option III			(b)(4)	
	Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/P00014

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4006	<p>(b)(4)</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 4006 to read as follows (amount shown is the total amount):</p> <p>On-Call Post/Guard Services - Option III</p> <p>(b)(4)</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Program Office: (b)(6); (b)(7)(C) COTR (b)(6); (b)(7)(C) Contract Specialist: (b)(6); (b)(7)(C) Contracting Officer: (b)(6); (b)(7)(C)</p> <p>Note that any funding for this option period will be provided under a task order.</p>	(b)(4)			

2. AMENDMENT/MODIFICATION NO. P00015	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6)	CODE ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6); Washington DC 20536	ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6); Washington DC 20536
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD NASHVILLE TN 372156105	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007 10B. DATED (SEE ITEM 13) 04/22/2009
CODE (b)(7)(E) FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) IAW: FAR 43.103 (b) (1)

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 correct the monthly rate of CLIN 4001 to from (b)(4) to (b)(4). The reason for the correction is due to an error in P00014 that correctly stated monthly rate from the basic award under the Supplies/Services section while incorrectly stating an amount under the Unit Price.

All other terms and conditions remain unchanged.
 Exempt Action: Y

Accounting Info:
 (b)(7)(E)

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) (b)(6); (b)(7)(C)
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
HSCEDM-09-D-00007/P00015

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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)
4001	<p>MANDAY Period of Performance: 04/01/2009 to 03/31/2014</p> <p>Change Item 4001 to read as follows (amount shown is the total amount):</p> <p>Option III-Monthly Rate for Detention Services Guaranteed Minimum - (b)(4) (b)(4) Total Man Days Fixed Monthly Rate = (b)(4) Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Program Office: (b)(6); (b)(7)(C) COTR (b)(6); (b)(7)(C) Contract Specialist: (b)(6); (b)(7)(C) Contracting Officer: (b)(6); (b)(7)(C)</p> <p>Note that any funding for this option period will be provided under a task order.</p>			(b)(4)	

2. AMENDMENT/MODIFICATION NO. P00016	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable) 1 2
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6); 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 801 I Street NW, (b)(6); 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 NASHVILLE TN 372156105	(x) 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007
	10B. DATED (SEE ITEM 13) 04/22/2009
CODE (b)(7)(E) FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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 _____ 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 add (b)(6); (b)(7)(C) as a Contracting Officer's Representative (COR) to the Houston Detention Facility.

All other terms and conditions remain unchanged.
Exempt Action: Y
Period of Performance: 04/01/2009 to 03/31/2014
Program Office: (b)(6); (b)(7)(C)
COR: (b)(6); (b)(7)(C)
Onsite COR: (b)(6); (b)(7)(C)
Onsite COR: (b)(6); (b)(7)(C)
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) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16C. DATE SIGNED 10/2/12

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/P00016

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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>Contract Specialist: (b)(6); (b)(7)(C)</p> <p>Contracting Officer: (b)(6); (b)(7)(C)</p> <p>(b)(6); (b)(7)(C)</p> <p>Note that any funding for this option period will be provided under a task order.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00017	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6): 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 801 I Street NW, (b)(6): 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 NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007	
		10B. DATED (SEE ITEM 13) 04/22/2009	
CODE (b)(7)(E)	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

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

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

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

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

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

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

DUNS Number: 159734151

The purpose of this modification is to incorporate ICE 2011 Performance Based Detention Standard 2.11-Sexual Abuse and Assault Prevention and Intervention.

Should there be a conflict between this standard and any other term and condition of the agreement identified in Block 10A on this modification, you are to contact the Contracting Officer for clarification.

All other terms and conditions remain unchanged.

Exempt Action: Y

Period of Performance: 04/01/2009 to 03/31/2014

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) (b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED 10/25/2012

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/P00017

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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)
	Program Office: (b)(6); (b)(7)(C) COR: (b)(6); (b)(7)(C) Onsite COR: (b)(6); (b)(7)(C) Onsite COR: (b)(6); (b)(7)(C) Contract Specialist: (b)(6); (b)(7)(C) Contracting Officer: (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. PC0018	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6); 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 801 I Street NW, (b)(6); 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 NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO HSCEDM-09-D-00007	
		10B. DATED (SEE ITEM 13) 04/22/2009	
CODE (b)(7)(E)	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)

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 52.217-9 Option to Extend the Term of the Contract

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

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

DUNS Number: 159734151

The purpose of this modification is to 1) exercise Option Period Four for the Houston Detention Facility; and 2) incorporate Wage Determination No. 2005-2515, Revision 14 dated 6/13/12 (attached to this modification). Note: any funding for this option period will be provided under a task order.

All other terms and conditions remain unchanged and in full effect.

Exempt Action: Y

Delivery: 30 Days After Award

Delivery Location Code: ICE/ERO/HOUSTON

Immigration Customs Enforcement

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) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 04/01/2013

NSN 7540-01-152-8070

Previous edition unusable

Prescribed by GSA
FAR (48 CFR) 53.243

IRM 33 (REV. 10-83)

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)
5001	126 Northpoint Drive Houston TX 77060 Period of Performance: 04/01/2009 to 03/31/2014 Change item 5001 to read as follows (amount shown is the total amount): Detention Services - Option IV Guaranteed Minimum - (b)(4) Therefore this CLIN is priced as follows: Guaranteed Minimum - (b)(4) (b)(4) Bed Day Rate : (b)(4) In Accordance with the Performance Work Statement Obligated Amount: (b)(4) Change Item 5002 to read as follows (amount shown is the total amount):				
5002	Detention Services - Option IV Above the Guaranteed Minimum (b)(4) (b)(4) Total Man Days In accordance with the Performance Work Statement Obligated Amount: (b)(4) Change Item 5003 to read as follows (amount shown is the total amount):				
5003	Transportation - Option IV Guaranteed Mileage - (b)(4) Miles Annually Inclusive of all associated transportation costs In accordance with the Performance Work Statement Change Item 5004 to read as follows (amount shown is the total amount):				
5004	Transportation - Option IV Above the Guaranteed Mileage Rate - (b)(4) Per Mile Inclusive of all associated transportation costs In accordance with the Performance Work Statement. Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/P00018

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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)
5005	Change Item 5005 to read as follows (amount shown is the total amount): Detainee Volunteer Wages - Option IV (\$1.00p/day x Estimated 40,000 Detainees)	40000	EA	1.00	
5006	Change Item 5006 to read as follows (amount shown is the total amount): On-Call Post/Guard Services - Option IV (b)(4)	(b)(4)			
5007	Change Item 5007 to read as follows (amount shown is the total amount): Deliverables In accordance with the Performance Work Statement (Not Separately Priced)	(b)(4)			
5008	Change Item 5008 to read as follows (amount shown is the total amount): Postage Stamps Estimated Annual Cost: (b)(4) Product/Service Code: S216 Product/Service Description: HOUSEKEEPING-FACILITIES OPERATIONS SUPPORT Program Office: (b)(6); (b)(7)(C) COR: (b)(6); (b)(7)(C) Onsite COR: (b)(6); (b)(7)(C) Onsite COR: (b)(6); (b)(7)(C) Contract Specialist: (b)(6); (b)(7)(C) Contracting Officer: (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)				

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

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

Diane C. Koplewski Division of
 Director Wage Determinations

Wage Determination No.: 2005-2515
 Revision No.: 14
 Date Of Revision: 06/13/2012

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend,
 Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison,
 Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington,
 Wharton

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.98
01012 - Accounting Clerk II		16.82
01013 - Accounting Clerk III		18.82
01020 - Administrative Assistant		25.91
01040 - Court Reporter		21.79
01051 - Data Entry Operator I		13.24
01052 - Data Entry Operator II		14.45
01060 - Dispatcher, Motor Vehicle		15.96
01070 - Document Preparation Clerk		13.41
01090 - Duplicating Machine Operator		13.41
01111 - General Clerk I		11.88
01112 - General Clerk II		13.27
01113 - General Clerk III		14.90
01120 - Housing Referral Assistant		20.69
01141 - Messenger Courier		12.55
01191 - Order Clerk I		13.52
01192 - Order Clerk II		15.24
01261 - Personnel Assistant (Employment) I		15.43
01262 - Personnel Assistant (Employment) II		17.27
01263 - Personnel Assistant (Employment) III		19.25
01270 - Production Control Clerk		19.10
01280 - Receptionist		12.02
01290 - Rental Clerk		14.75
01300 - Scheduler, Maintenance		16.59
01311 - Secretary I		16.59
01312 - Secretary II		18.57
01313 - Secretary III		20.69
01320 - Service Order Dispatcher		15.16
01410 - Supply Technician		25.91
01420 - Survey Worker		17.79
01531 - Travel Clerk I		13.71
01532 - Travel Clerk II		14.81
01533 - Travel Clerk III		15.83
01611 - Word Processor I		14.29
01612 - Word Processor II		16.04
01613 - Word Processor III		17.95
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		25.76
05010 - Automotive Electrician		23.79
05040 - Automotive Glass Installer		21.96
05070 - Automotive Worker		21.96
05110 - Mobile Equipment Servicer		20.23
05130 - Motor Equipment Metal Mechanic		25.76
05160 - Motor Equipment Metal Worker		21.96

05190 - Motor Vehicle Mechanic	25.76
05220 - Motor Vehicle Mechanic Helper	19.40
05250 - Motor Vehicle Upholstery Worker	20.83
05280 - Motor Vehicle Wrecker	21.96
05310 - Painter, Automotive	23.79
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.06
07041 - Cook I	9.52
07042 - Cook II	10.88
07070 - Dishwasher	8.11
07130 - Food Service Worker	9.12
07210 - Meat Cutter	12.91
07260 - Waiter/Waitress	8.19
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.32
09040 - Furniture Handler	21.95
09080 - Furniture Refinisher	17.70
09090 - Furniture Refinisher Helper	14.58
09110 - Furniture Repairer, Minor	16.82
09130 - Upholsterer	18.32
10000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.90
11060 - Elevator Operator	8.82
11090 - Gardener	14.52
11122 - Housekeeping Aide	8.84
11150 - Janitor	8.84
11210 - Laborer, Grounds Maintenance	10.93
11240 - Maid or Houseman	7.96
11260 - Pruner	9.25
11270 - Tractor Operator	12.82
11330 - Trail Maintenance Worker	10.93
11360 - Window Cleaner	9.81
20000 - Health Occupations	
12010 - Ambulance Driver	15.00
12011 - Breath Alcohol Technician	15.64
12012 - Certified Occupational Therapist Assistant	23.69
12015 - Certified Physical Therapist Assistant	24.52
12020 - Dental Assistant	15.64
12025 - Dental Hygienist	32.93
12030 - EKG Technician	25.92
12035 - Electroneurodiagnostic Technologist	25.92
12040 - Emergency Medical Technician	15.00
12071 - Licensed Practical Nurse I	19.05
12072 - Licensed Practical Nurse II	21.32
12073 - Licensed Practical Nurse III	23.76
12100 - Medical Assistant	12.50
12130 - Medical Laboratory Technician	16.63
12160 - Medical Record Clerk	14.53
12190 - Medical Record Technician	16.57
12195 - Medical Transcriptionist	16.81
12210 - Nuclear Medicine Technologist	35.13
12221 - Nursing Assistant I	8.57
12222 - Nursing Assistant II	10.36
12223 - Nursing Assistant III	11.31
12224 - Nursing Assistant IV	12.69
12235 - Optical Dispenser	16.79
12236 - Optical Technician	15.29
12250 - Pharmacy Technician	19.18
12280 - Phlebotomist	13.30
12305 - Radiologic Technologist	26.70
12311 - Registered Nurse I	30.36
12312 - Registered Nurse II	38.37
12313 - Registered Nurse II, Specialist	38.37
12314 - Registered Nurse III	44.91

12315 - Registered Nurse III, Anesthetist	44.91
12316 - Registered Nurse IV	53.84
12317 - Scheduler (Drug and Alcohol Testing)	21.85
3000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	19.30
13042 - Illustrator II	23.91
13043 - Illustrator III	30.12
13047 - Librarian	26.69
13050 - Library Aide/Clerk	10.84
13054 - Library Information Technology Systems Administrator	24.09
13058 - Library Technician	16.04
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.46
13063 - Media Specialist III	21.68
13071 - Photographer I	15.32
13072 - Photographer II	18.15
13073 - Photographer III	22.56
13074 - Photographer IV	27.49
13075 - Photographer V	33.07
13110 - Video Teleconference Technician	16.73
4000 - Information Technology Occupations	
14041 - Computer Operator I	17.31
14042 - Computer Operator II	19.37
14043 - Computer Operator III	21.59
14044 - Computer Operator IV	24.00
14045 - Computer Operator V	26.57
14071 - Computer Programmer I	(see 1) 26.04
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.31
14160 - Personal Computer Support Technician	24.00
5000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.08
15020 - Aircrew Training Devices Instructor (Rated)	40.02
15030 - Air Crew Training Devices Instructor (Pilot)	47.98
15050 - Computer Based Training Specialist / Instructor	33.08
15060 - Educational Technologist	29.23
15070 - Flight Instructor (Pilot)	47.98
15080 - Graphic Artist	26.72
15090 - Technical Instructor	22.43
15095 - Technical Instructor/Course Developer	27.43
15110 - Test Proctor	18.43
15120 - Tutor	18.43
6000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.40
16030 - Counter Attendant	9.40
16040 - Dry Cleaner	12.06
16070 - Finisher, Flatwork, Machine	9.40
16090 - Presser, Hand	9.40
16110 - Presser, Machine, Drycleaning	9.40
16130 - Presser, Machine, Shirts	9.40
16160 - Presser, Machine, Wearing Apparel, Laundry	9.40
16190 - Sewing Machine Operator	12.79
16220 - Tailor	13.75
16250 - Washer, Machine	10.32
9000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.71
19040 - Tool And Die Maker	23.23
11000 - Materials Handling And Packing Occupations	

21020 - Forklift Operator	13.25
21030 - Material Coordinator	19.46
21040 - Material Expediter	19.46
21050 - Material Handling Laborer	12.26
21071 - Order Filler	11.47
21080 - Production Line Worker (Food Processing)	13.25
21110 - Shipping Packer	14.60
21130 - Shipping/Receiving Clerk	14.60
21140 - Store Worker I	11.34
21150 - Stock Clerk	16.06
21210 - Tools And Parts Attendant	13.58
21410 - Warehouse Specialist	13.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.47
23021 - Aircraft Mechanic I	28.07
23022 - Aircraft Mechanic II	29.47
23023 - Aircraft Mechanic III	30.94
23040 - Aircraft Mechanic Helper	21.98
23050 - Aircraft, Painter	25.61
23060 - Aircraft Servicer	24.44
23080 - Aircraft Worker	25.76
23110 - Appliance Mechanic	18.61
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	25.34
23130 - Carpenter, Maintenance	19.71
23140 - Carpet Layer	18.45
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	21.28
23182 - Electronics Technician Maintenance II	23.89
23183 - Electronics Technician Maintenance III	25.10
23260 - Fabric Worker	17.17
23290 - Fire Alarm System Mechanic	19.95
23310 - Fire Extinguisher Repairer	15.88
23311 - Fuel Distribution System Mechanic	20.96
23312 - Fuel Distribution System Operator	16.33
23370 - General Maintenance Worker	18.08
23380 - Ground Support Equipment Mechanic	28.07
23381 - Ground Support Equipment Servicer	24.44
23382 - Ground Support Equipment Worker	25.76
23391 - Gunsmith I	15.88
23392 - Gunsmith II	18.45
23393 - Gunsmith III	20.81
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.04
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	21.95
23430 - Heavy Equipment Mechanic	19.79
23440 - Heavy Equipment Operator	19.26
23460 - Instrument Mechanic	25.87
23465 - Laboratory/Shelter Mechanic	19.71
23470 - Laborer	11.04
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	24.33
23550 - Machinist, Maintenance	20.81
23580 - Maintenance Trades Helper	14.94
23591 - Metrology Technician I	25.87
23592 - Metrology Technician II	26.99
23593 - Metrology Technician III	28.14
23640 - Millwright	21.53
23710 - Office Appliance Repairer	18.99
23760 - Painter, Maintenance	18.99
23790 - Pipefitter, Maintenance	21.38
23810 - Plumber, Maintenance	20.88
23820 - Pseudraulic Systems Mechanic	20.81
23850 - Rigger	20.81
23870 - Scale Mechanic	18.45
23890 - Sheet-Metal Worker, Maintenance	19.95

23910 - Small Engine Mechanic	18.08
23931 - Telecommunications Mechanic I	23.89
23932 - Telecommunications Mechanic II	24.95
23950 - Telephone Lineman	25.52
23960 - Welder, Combination, Maintenance	20.27
23965 - Well Driller	20.81
23970 - Woodcraft Worker	20.81
23980 - Woodworker	15.04
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.65
24580 - Child Care Center Clerk	13.27
24610 - Chore Aide	7.35
24620 - Family Readiness And Support Services Coordinator	13.83
24630 - Homemaker	16.84
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	18.70
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	14.58
25210 - Water Treatment Plant Operator	18.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.14
27007 - Baggage Inspector	11.56
27008 - Corrections Officer	19.62
27010 - Court Security Officer	21.18
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	19.62
27070 - Firefighter	20.41
27101 - Guard I	11.56
27102 - Guard II	17.90
27131 - Police Officer I	24.19
27132 - Police Officer II	26.88
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.63
28042 - Carnival Equipment Repairer	12.36
28043 - Carnival Equipment Worker	8.51
28210 - Gate Attendant/Gate Tender	13.90
28310 - Lifeguard	12.38
28350 - Park Attendant (Aide)	15.55
28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	17.83
28630 - Sports Official	12.38
28690 - Swimming Pool Operator	17.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.12
29020 - Hatch Tender	20.12
29030 - Line Handler	20.12
29041 - Stevedore I	18.72
29042 - Stevedore II	21.50
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	40.33
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.81
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.63
30021 - Archeological Technician I	21.56
30022 - Archeological Technician II	25.47
30023 - Archeological Technician III	30.62
30030 - Cartographic Technician	30.62
30040 - Civil Engineering Technician	30.03
30061 - Drafter/CAD Operator I	21.56
30062 - Drafter/CAD Operator II	24.71
30063 - Drafter/CAD Operator III	27.56
30064 - Drafter/CAD Operator IV	33.10
30081 - Engineering Technician I	20.02
30082 - Engineering Technician II	22.48
30083 - Engineering Technician III	25.15
30084 - Engineering Technician IV	31.09

30085 - Engineering Technician V	38.65
30086 - Engineering Technician VI	46.10
30090 - Environmental Technician	29.96
30210 - Laboratory Technician	23.56
30240 - Mathematical Technician	30.62
30361 - Paralegal/Legal Assistant I	22.52
30362 - Paralegal/Legal Assistant II	27.90
30363 - Paralegal/Legal Assistant III	34.12
30364 - Paralegal/Legal Assistant IV	41.27
30390 - Photo-Optics Technician	30.62
30461 - Technical Writer I	23.21
30462 - Technical Writer II	28.38
30463 - Technical Writer III	34.93
30491 - Unexploded Ordnance (UXO) Technician I	25.63
30492 - Unexploded Ordnance (UXO) Technician II	31.01
30493 - Unexploded Ordnance (UXO) Technician III	37.17
30494 - Unexploded (UXO) Safety Escort	25.63
30495 - Unexploded (UXO) Sweep Personnel	25.63
30620 - Weather Observer, Combined Upper Air Or	(see 2) 26.35
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 30.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.88
31030 - Bus Driver	17.06
31043 - Driver Courier	14.03
31260 - Parking and Lot Attendant	9.17
31290 - Shuttle Bus Driver	15.28
31310 - Taxi Driver	11.54
31361 - Truckdriver, Light	15.28
31362 - Truckdriver, Medium	18.98
31363 - Truckdriver, Heavy	20.32
31364 - Truckdriver, Tractor-Trailer	20.32
99000 - Miscellaneous Occupations	
99030 - Cashier	10.01
99050 - Desk Clerk	11.72
99095 - Embalmer	23.71
99251 - Laboratory Animal Caretaker I	9.83
99252 - Laboratory Animal Caretaker II	10.71
99310 - Mortician	26.44
99410 - Pest Controller	15.80
99510 - Photofinishing Worker	12.62
99710 - Recycling Laborer	16.46
99711 - Recycling Specialist	20.06
99730 - Refuse Collector	14.67
99810 - Sales Clerk	12.66
99820 - School Crossing Guard	10.96
99830 - Survey Party Chief	20.96
99831 - Surveying Aide	14.35
99832 - Surveying Technician	18.13
99840 - Vending Machine Attendant	12.00
99841 - Vending Machine Repairer	14.41
99842 - Vending Machine Repairer Helper	12.31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordinance, 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 ordinance, 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 ordinance, (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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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 conformance 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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE OF PAGES
 1 5

2. AMENDMENT/MODIFICATION NO. P00020 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE ICE/DM/DC-DC 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-DC
 ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6); Washington DC 20536
 ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6); Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)
 CORRECTIONS CORPORATION OF AMERICA
 10 BURTON HILLS BLVD
 NASHVILLE TN 372156105
 9A. AMENDMENT OF SOLICITATION NO. (X)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007 (X)
 10B. DATED (SEE ITEM 13) 04/22/2009
 CODE (b)(7)(E) 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 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 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 43.100(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 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 159734151
 Program Office: (b)(6); (b)(7)(C)
 COR: (b)(6); (b)(7)(C)
 Onsite COR: (b)(6); (b)(7)(C)
 Onsite COR: (b)(6); (b)(7)(C)
 Contract Specialist: (b)(6); (b)(7)(C)
 Contracting Officer: (b)(6); (b)(7)(C)

The purpose of this modification is to as follows:
 1) Add CLIN 5009 to the base contract to meet the health and safety standards under 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.

(b)(6); (b)(7)(C) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
 Vice President, Partnership Development
 (b)(6); (b)(7)(C) 16C. DATE SIGNED 8/14/13 16C. DATE SIGNED 8/16/2013

NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
5009	<p>accreditation bodies (JC, ACA, NCCHC and OSHA) and Correction Corporation of America's proposal (CCA). Funding will issued on a new task order.</p> <p>2) Incorporate New Invoicing Instructions Exempt Action: Y Period of Performance: 04/01/2009 to 03/31/2014</p> <p>Add Item 5009 as follows:</p> <p>Lavatory Sink Installation: Female examination room-install hot & cold water supplies and drain piping over to the new sink location. Provide and install a wall hung lavatory sink and faucet with blade style handles. Restore the concrete black wall. (b)(6); (b)(7)(C)</p> <p>Funding will issued on a new task order.</p> <p>Paint finished by CCA facility maintenance department at no cost. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD All other terms and conditions remain unchanged and in full force and effect.</p> <p>----- Invoicing Instructions:</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a .pdf format on a monthly basis via email to:</p> <p>(b)(7)(E)@ice.dhs.gov</p> <p>Each email shall contain only one (1) invoice and the subject line of the email will annotate the invoice number. The emailed invoice shall include the bill to address shown below:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 ATTN: ERO-PHO Williston, VT 05495-1620</p> <p>Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be Continued ...</p>			(b)(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>registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice submission shall contain the following information:</p> <p>(i) Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;</p> <p>(ii) Dunn and Bradstreet (D&B) DUNS Number;</p> <p>(iii) Invoice date and invoice number;</p> <p>(iv) Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p>(v) Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;</p> <p>(vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii) Terms of any discount for prompt payment offered;</p> <p>(viii) Remit to Address;</p> <p>(ix) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>3. Invoice Supporting Documentation. In order to ensure payment, the vendor must also submit supporting documentation to the Contracting Officers Representative (COR) identified in the contract as described below. Supporting documentation shall be submitted to the COR or contract Point of Contact (POC) identified in the contract or task order with all invoices, as appropriate. See paragraph 4 for details regarding the safeguarding of information. Invoices without documentation to support invoiced items, containing charges for items outside the scope of the contract, or not based on the most recent contract base or modification Continued ...</p>				

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>rates will be considered improper and returned for resubmission. Supporting documentation requirements include:</p> <p>(i). Firm Fixed Price Items (items not subject to any adjustment on the basis of the contractors cost experience, such as pre-established monthly guaranteed minimums for detention or transportation): do not require detailed supporting documentation unless specifically requested by the Government.</p> <p>(ii). Fixed Unit Price Items (items for allowable incurred costs, such as detention and/or transportation services with no defined minimum quantities, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and submitted in .pdf format.</p> <p>(iii). Detention Services: (1) Bed day rate; (2) Residents/detainees check-in and check-out dates; (3) Number of bed days multiplied by the bed day rate; (4) Name of each detainee; (5) Residents/detainees identification information</p> <p>(iv). Transportation Services: (1) The mileage rate being applied for that invoice. (2) Monthly billing reports listing transportation services provided; number of miles; transportation routes provided; locations serviced and/or names/numbers of detainees transported; an itemized listing of all other charges; and, for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts.</p> <p>(v). Stationary Guard Services: (1) The itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was/were guarded.</p> <p>Continued ...</p>				

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>(vi). Other Direct Charges: The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individual's name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required: Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately. Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know. Use shredders when discarding paper documents containing Sensitive PII. Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII.</p> <p>5. If you have questions regarding payment, please contact ICE Financial Operations at (b)(6): (b)(7)(C) or by e-mail at (b)(7)(F)@ice.dhs.gov</p>				

2 AMENDMENT/MODIFICATION NO P00023 3 EFFECTIVE DATE See Block 16C 4 REQUISITION/PURCHASE REQ NO 5 PROJECT NO (if applicable)

6 ISSUED BY CODE ICE/DCR 7 ADMINISTERED BY (if other than Item 6) CODE ICE/DCR

ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6) WASHINGTON DC 20536
 ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6) Washington DC 20536

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD NASHVILLE TN 372156105

(x) 9A AMENDMENT OF SOLICITATION NO
 9B DATED (SEE ITEM 11)

X 10A MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007

10B DATED (SEE ITEM 13) 04/22/2009

CODE (b)(7)(E) FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12 ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule

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

CHECK ONE
 A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
 B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D OTHER (Specify type of modification and authority)
 X IAW FAR 52.243-1

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

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

DUNS Number: 159734151
 Program Office: (b)(6); (b)(7)(C)
 COR: (b)(6); (b)(7)(C)
 Onsite COR: (b)(6); (b)(7)(C)
 Onsite COR: (b)(6); (b)(7)(C)
 Contracting Officer: (b)(6); (b)(7)(C)

The purpose of this modification is to add the language below to the Performance Work Statement (PWS), Section XII. Detainee Services and Programs, Paragraph A. Manage Detainee Clothing, Linens and Bedding:

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

(b)(6); (b)(7)(C) 18A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
 Vice President, Partnership Development

(b)(6); (b)(7)(C) 15C DATE SIGNED 12/19/14 (b)(6); (b)(7)(C) 16C DATE SIGNED 12/23/14

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>As directed by ICE, and unless otherwise provided for in the ICE Performance Based National Detention Standards, version 2011 (PBNDS 2011), Section 2.1 Admission and Release, CCA will provide weather appropriate clothing upon transfer if detainees are not in possession of these items at the time of such transfer.</p> <p>If the detainee does not possess these items, or upon direction from ICE, appropriate clothing includes:</p> <ol style="list-style-type: none"> 1. Shoes. Rubber soled, closed toe and heel fabric variety are acceptable. 2. Undergarments. Briefs and socks for men, bras, panties, and socks for women. 3. Pants. Cotton sweat pants. 4. Shirt. Cotton sweatshirt or short sleeve shirt, to be determined by ICE. 5. Light jacket as directed by ICE. Nylon or polyester variety with light insulation. 6. Heavy coat as directed by ICE. Nylon or polyester variety suitable for ice or snow with heavy insulation. <p>Exempt Action: Y Period of Performance: 04/01/2009 to 03/31/2015</p> <p>Add Item 7010 as follows:</p>				
7010	<p>Detainee Clothing for Transfers: (b)(6); per unit and per detainee.</p> <p>Performance under this CLIN will begin 30 days after execution of this modification. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Other than as expressly stated herein, by entering into this modification, neither party waives any rights or releases any claims that it may have.</p> <p>All other terms and conditions remain unchanged and in full force and effect.</p>			(b)(6); (b)(7)(C)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00025	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6) WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6) Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE (b)(7)(E) FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007	10B. DATED (SEE ITEM 13) 04/22/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) IAW FAR 6.302-1

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
DUNS Number: 159734151
Program Office POC: (b)(6); (b)(7)(C)
COR: (b)(6); (b)(7)(C)
Onsite COR: (b)(6); (b)(7)(C)
Onsite COR: (b)(6); (b)(7)(C)

This modification is issued to: 1) extend the award's period of performance through April 30; 2017, 2) incorporate Contract Line Item Numbers 8001, 8002, 8003, 8004, 8005, 8006, 8008 and 8010 as defined on the following pages; 3) incorporate Wage Determination No. 2005-2515 dated 12/22/2014 and 4) incorporate the Prevention of Rape Elimination Act
Continued ...

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

(b)(6); (b)(7)(C)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Vice President, Partnership Development (b)(6);
(b)(6); (b)(7)(C)	15C. DATE SIGNED 4/28/16
	16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C) (Signature of Contracting Officer)
	16C. DATE SIGNED 04/28/16

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/P00025

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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)
	language contained in Attachment No. 1. Note: Any funding for this extension will be provided under a Task Order. All other terms and conditions remain unchanged. Exempt Action: Y Period of Performance: 04/01/2009 to 04/30/2017 Add Item 8001 as follows:				
8001	Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) This amount includes the (b)(4) minimum guarantee stated in the base agreement and is in accordance with the Performance Work Statement. The period of performance runs from May 1, 2016 - April 30, 2017. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 8002 as follows:	(b)(4)			
8002	Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) This amount is in accordance with the Performance Work Statement and the period of performance runs from May 1, 2016 - April 30, 2017. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 8003 as follows:	(b)(4)			
8003	Transportation - Guaranteed Mileage: (b)(4) miles annually. This amount is inclusive of all associated transportation costs and in accordance with the Performance Work Statement. The period of performance runs from May 1, 2016 - April 30, 2017. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Add Item 8004 as follows:	(b)(4)			
8004	Transportation - Above the Guaranteed Mileage: At a Rate of (b)(4) Per Mile. This amount is inclusive of all associated transportation costs and in accordance with the Performance Work Statement. The period of performance runs from May 1, 2016 - April 30, 2017. Product/Service Code: S206 Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/P00025

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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)
	Product/Service Description: HOUSEKEEPING- GUARD				
	Add Item 8005 as follows:				
8005	Detainee Volunteer Wages: At a Rate of \$1.00 per shift. The period of performance runs from May 1, 2016 - April 30, 2017. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	21000	EA	1.00	
	Add Item 8006 as follows:				
8006	On Call Post/Guard Services: At a Rate of (b)(4) per hour. The period of performance runs from May 1, 2016 - April 30, 2017. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	(b)(4)			
	Add Item 8008 as follows:				
8008	Postage: The estimated annual cost is (b)(4) The period of performance runs from May 1, 2016 - April 30, 2017. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
	Add Item 8010 as follows:				
8010	Detainee Clothing for Transfers: At a rate of (b)(4) per set. The period of performance runs from May 1, 2016 - April 30, 2017. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				

DHS PREA STANDARDS

This document incorporates the requirements from Subpart A of the U.S. Department of Homeland Security (DHS) regulation titled, "Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13100 (Mar. 7, 2014) that are specifically applicable to detention facilities. Requirements that are applicable to the agency only have not been included, and accordingly, the numbering and sequential order within each of the below sections may not necessarily reflect those contained in Subpart A. Where any requirements of the DHS standards may conflict with the terms of the ICE detention standards currently applicable at the facility, the DHS PREA standards shall supersede:

115.6 Definitions Related to Sexual Abuse and Assault

- (1) Sexual abuse includes –
 - (a) Sexual abuse and assault of a detainee by another detainee; and
 - (b) Sexual abuse and assault of a detainee by a staff member, contractor, or volunteer.

- (2) Sexual abuse of a detainee by another detainee includes any of the following acts by one or more detainees, prisoners, inmates, or residents of the facility in which the detainee is housed who, by force, coercion, or intimidation, or if the victim did not consent or was unable to consent or refuse, engages in or attempts to engage in:
 - (a) Contact between the penis and the vulva or anus and, for purposes of this subparagraph, contact involving the penis upon penetration, however slight;
 - (b) Contact between the mouth and the penis, vulva, or anus;
 - (c) Penetration, however, slight, of the anal or genital opening of another person by a hand or finger or by any object;
 - (d) Touching of the genitalia, anus, groin, breast, inner thighs or buttocks, either directly or through the clothing, with an intent to abuse, humiliate, harass, degrade or arouse or gratify the sexual desire of any person; or
 - (e) Threats, intimidation, or other actions or communications by one or more detainees aimed at coercing or pressuring another detainee to engage in a sexual act.

- (3) Sexual abuse of a detainee by a staff member, contractor, or volunteer includes any of the following acts, if engaged in by one or more staff members, volunteers, or contract personnel who, with or without the consent of the detainee, engages in or attempts to engage in:
 - (a) Contact between the penis and the vulva or anus and, for purposes of this subparagraph, contact involving the penis upon penetration, however slight;
 - (b) Contact between the mouth and the penis, vulva, or anus;
 - (c) Penetration, however slight, of the anal or genital opening of another person by a hand or finger or by any object that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
 - (d) Intentional touching of the genitalia, anus, groin, breast, inner thighs or buttocks, either directly or through the clothing, that is unrelated to official duties or where

- the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
- (e) Threats, intimidation, harassment, indecent, profane or abusive language, or other actions or communications, aimed at coercing or pressuring a detainee to engage in a sexual act;
 - (f) Repeated verbal statements or comments of a sexual nature to a detainee;
 - (g) Any display of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate, detainee, or resident, or
 - (h) Voyeurism, which is defined as the inappropriate visual surveillance of a detainee for reasons unrelated to official duties. Where not conducted for reasons relating to official duties, the following are examples of voyeurism: staring at a detainee who is using a toilet in his or her cell to perform bodily functions; requiring an inmate detainee to expose his or her buttocks, genitals, or breasts; or taking images of all or part of a detainee's naked body or of a detainee performing bodily functions.

PREVENTION PLANNING

115.11 Zero tolerance of sexual abuse; Prevention of Sexual Assault Coordinator.

- (1) Each facility shall have a written policy mandating zero tolerance toward all forms of sexual abuse and outlining the facility's approach to preventing, detecting, and responding to such conduct. The agency shall review and approve each facility's written policy.
- (2) Each facility shall employ or designate a Prevention of Sexual Assault Compliance Manager (PSA Compliance Manager) who shall serve as the facility point of contact for the ICE PSA Coordinator and who has sufficient time and authority to oversee facility efforts to comply with facility sexual abuse prevention and intervention policies and procedures.

115.13 Detainee supervision and monitoring.

- (1) Each facility shall ensure that it maintains sufficient supervision of detainees, including through appropriate staffing levels and, where applicable, video monitoring, to protect detainees against sexual abuse.
- (2) Each facility shall develop and document comprehensive detainee supervision guidelines to determine and meet the facility's detainee supervision needs, and shall review those guidelines at least annually.
- (3) In determining adequate levels of detainee supervision and determining the need for video monitoring, the facility shall take into consideration generally accepted detention and correctional practices, any judicial findings of inadequacy, the physical layout of each facility, the composition of the detainee population, the prevalence of substantiated and unsubstantiated incidents of sexual abuse, the findings and recommendations of sexual abuse incident review reports, and any other relevant factors, including but not limited to the length of time detainees spend in agency custody.
- (4) Each facility shall conduct frequent unannounced security inspections to identify and deter sexual abuse of detainees. Such inspections shall be implemented for night as well

as day shifts. Each facility shall prohibit staff from alerting others that these security inspections are occurring, unless such announcement is related to the legitimate operational functions of the facility.

115.15 Limits to cross-gender viewing and searches.

- (1) Searches may be necessary to ensure the safety of officers, civilians and detainees; to detect and secure evidence of criminal activity; and to promote security, safety, and related interests at immigration detention facilities.
- (2) Cross-gender pat-down searches of male detainees shall not be conducted unless, after reasonable diligence, staff of the same gender is not available at the time the pat-down search is required or in exigent circumstances.
- (3) Cross-gender pat-down searches of female detainees shall not be conducted unless in exigent circumstances.
- (4) All cross-gender pat-down searches shall be documented.
- (5) Cross-gender strip searches or cross-gender visual body cavity searches shall not be conducted except in exigent circumstances, including consideration of officer safety, or when performed by medical practitioners. Facility staff shall not conduct visual body cavity searches of juveniles and, instead, shall refer all such body cavity searches of juveniles to a medical practitioner.
- (6) All strip searches and visual body cavity searches shall be documented.
- (7) Each facility shall implement policies and procedures that enable detainees to shower, perform bodily functions, and change clothing without being viewed by staff of the opposite gender, except in exigent circumstances or when such viewing is incidental to routine cell checks or is otherwise appropriate in connection with a medical examination or monitored bowel movement. Such policies and procedures shall require staff of the opposite gender to announce their presence when entering an area where detainees are likely to be showering, performing bodily functions, or changing clothing.
- (8) The facility shall not search or physically examine a detainee for the sole purposes of determining the detainee's genital characteristics. If the detainee's gender is unknown, it may be determined during conversations with the detainee, by reviewing medical records, or, if necessary, learning that information as part of a standard medical examination that all detainees must undergo as part of intake or other processing procedure conducted in private, by a medical practitioner.

115.16 Accommodating detainees with disabilities and detainees who are limited English proficient.

- (1) The agency and each facility shall take appropriate steps to ensure that detainees with disabilities (including, for example, detainees who are deaf or hard of hearing, those who are blind or have low vision, or those who have intellectual, psychiatric, or speech disabilities) have an equal opportunity to participate in or benefit from all aspects of the agency's and facility's efforts to prevent, detect, and respond to sexual abuse. Such steps shall include, when necessary to ensure effective communication with detainees who are deaf or hard of hearing, providing access to in-person, telephonic, or video interpretive services that enable effective, accurate, and impartial interpretation, both receptively and

expressively, using any necessary specialized vocabulary. In addition, the agency and facility shall ensure that any written materials related to sexual abuse are provided in formats or through methods that ensure effective communication with detainees with disabilities, including detainees who have intellectual disabilities, limited reading skills, or who are blind or have low vision. An agency or facility is not required to take actions that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity, or in undue financial and administrative burdens, as those terms are used in regulations promulgated under title II of the Americans with Disabilities Act, 28 CFR 35.164.

- (2) The agency and each facility shall take steps to ensure meaningful access to all aspects of the agency's and facility's efforts to prevent, detect, and respond to sexual abuse to detainees who are limited English proficient, including steps to provide in-person or telephonic interpretive services that enable effective, accurate, and impartial interpretation, both receptively and expressively, using any necessary specialized vocabulary.
- (3) In matters relating to allegations of sexual abuse, the agency and each facility shall provide in-person or telephonic interpretation services that enable effective, accurate, and impartial interpretation, by someone other than another detainee, unless the detainee expresses a preference for another detainee to provide interpretation, and the agency determines that such interpretation is appropriate and consistent with DHS policy. The provision of interpreter services by minors, alleged abusers, detainees who witnessed the alleged abuse, and detainees who have a significant relationship with the alleged abuser is not appropriate in matters relating to allegations of sexual abuse.

115.17 Hiring and promotion decisions.

- (1) An agency or facility shall not hire or promote anyone who may have contact with detainees, and shall not enlist the services of any contractor or volunteer who may have contact with detainees, who has engaged in sexual abuse in a prison, jail, holding facility, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); who has been convicted of engaging or attempting to engage in sexual activity facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or who has been civilly or administratively adjudicated to have engaged in such activity.
- (2) An agency or facility considering hiring or promoting staff shall ask all applicants who may have contact with detainees directly about previous misconduct described in paragraph (1) of this section, in written applications or interviews for hiring or promotions and in any interviews or written self-evaluations conducted as part of reviews of current employees. Agencies and facilities shall also impose upon employees a continuing affirmative duty to disclose any such misconduct. The agency, consistent with law, shall make its best efforts to contact all prior institutional employers of an applicant for employment, to obtain information on substantiated allegations of sexual abuse or any resignation during a pending investigation of alleged sexual abuse.
- (3) Before hiring new staff who may have contact with detainees, the agency or facility shall conduct a background investigation to determine whether the candidate for hire is suitable for employment with the facility or agency, including a criminal background

records check. Upon request by the agency, the facility shall submit for the agency's approval written documentation showing the detailed elements of the facility's background check for each staff member and the facility's conclusions. The agency shall conduct an updated background investigation every five years for agency employees who may have contact with detainees. The facility shall require an updated background investigation every five years for those facility staff who may have contact with detainees and who work in immigration-only detention facilities.

- (4) The agency or facility shall also perform a background investigation before enlisting the services of any contractor who may have contact with detainees. Upon request by the agency, the facility shall submit for the agency's approval written documentation showing the detailed elements of the facility's background check for each contractor and the facility's conclusions.
- (5) Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination or withdrawal of an offer of employment, as appropriate.
- (6) In the event the agency contracts with a facility for the confinement of detainees, the requirements of this section otherwise applicable to the agency also apply to the facility and its staff.

115.18 Upgrades to facilities and technologies.

- (1) When designing or acquiring any new facility and in planning any substantial expansion or modification of existing facilities, the facility or agency, as appropriate, shall consider the effect of the design, acquisition, expansion, or modification upon their ability to protect detainees from sexual abuse.
- (2) When installing or updating a video monitoring system, electronic surveillance system, or other monitoring technology in an immigration detention facility, the facility or agency, as appropriate, shall consider how such technology may enhance their ability to protect detainees from sexual abuse.

RESPONSIVE PLANNING

115.21 Evidence protocols and forensic medical examinations.

- (1) To the extent that the agency or facility is responsible for investigating allegations of sexual abuse involving detainees, it shall follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence for administrative proceedings and criminal prosecutions. The protocol shall be developed in coordination with DHS and shall be developmentally appropriate for juveniles, where applicable.
- (2) The agency and each facility developing an evidence protocol referred to in paragraph (1) of this section, shall consider how best to utilize available community resources and services to provide valuable expertise and support in the areas of crisis intervention and counseling to most appropriately address victims' needs. Each facility shall establish procedures to make available, to the full extent possible, outside victim services following incidents of sexual abuse; the facility shall attempt to make available to the victim a victim advocate from a rape crisis center. If a rape crisis center is not available

to provide victim advocate services, the agency shall provide these services by making available a qualified staff member from a community-based organization, or a qualified agency staff member. A qualified agency staff member or a qualified community-based staff member means an individual who has received education concerning sexual assault and forensic examination issues in general. The outside or internal victim advocate shall provide emotional support, crisis intervention, information, and referrals.

- (3) Where evidentiarily or medically appropriate, at no cost to the detainee, and only with the detainee's consent, the facility shall arrange for an alleged victim detainee to undergo a forensic medical examination by qualified health care personnel, including a Sexual Assault Forensic Examiner (SAFE) or Sexual Assault Nurse Examiner (SANE) where practicable. If SAFEs or SANEs cannot be made available, the examination can be performed by other qualified health care personnel.
- (4) As requested by a victim, the presence of his or her outside or internal victim advocate, including any available victim advocacy services offered by a hospital conducting a forensic exam, shall be allowed for support during a forensic exam and investigatory interviews.
- (5) To the extent that the agency is not responsible for investigating allegations of sexual abuse, the agency or the facility shall request that the investigating agency follow the requirements of paragraphs (1) through (4) of this section.

115.22 Policies to ensure investigation of allegations and appropriate agency oversight.

- (1) The agency shall establish an agency protocol, and shall require each facility to establish a facility protocol, to ensure that each allegation of sexual abuse is investigated by the agency or facility, or referred to an appropriate investigative authority.
- (2) The agency shall ensure that the agency and facility protocols required by paragraph (a) of this section, include a description of responsibilities of the agency, the facility, and any other investigating entities; and require the documentation and maintenance, for at least five years, of all reports and referrals of allegations of sexual abuse.
- (3) The agency shall post its protocols on its Web site; each facility shall also post its protocols on its Web site, if it has one, or otherwise make the protocol available to the public.
- (4) Each facility protocol shall ensure that all allegations are promptly reported to the agency as described in paragraphs (5) and (6) of this section, and, unless the allegation does not involve potentially criminal behavior, are promptly referred for investigation to an appropriate law enforcement agency with the legal authority to conduct criminal investigations. A facility may separately, and in addition to the above reports and referrals, conduct its own investigation.
- (5) When a detainee, prisoner, inmate, or resident of the facility in which an alleged detainee victim is housed is alleged to be the perpetrator of detainee sexual abuse, the facility shall ensure that the incident is promptly reported to the Joint Intake Center, the ICE Office of Professional Responsibility or the DHS Office of Inspector General, as well as the appropriate ICE Field Office Director, and, if it is potentially criminal, referred to an appropriate law enforcement agency having jurisdiction for investigation.
- (6) When a staff member, contractor, or volunteer is alleged to be the perpetrator of detainee sexual abuse, the facility shall ensure that the incident is promptly reported to the Joint

Intake Center, the ICE Office of Professional Responsibility or the DHS Office of Inspector General, as well as to the appropriate ICE Field Office Director, and to the local government entity or contractor that owns or operates the facility. If the incident is potentially criminal, the facility shall ensure that it is promptly referred to an appropriate law enforcement agency having jurisdiction for investigation.

TRAINING AND EDUCATION

115.31 Staff training.

- (1) The agency shall train, or require the training of, all employees who may have contact with immigration detainees, and all facility staff, to be able to fulfill their responsibilities under this part, including training on:
 - (a) The agency's and the facility's zero-tolerance policies for all forms of sexual abuse;
 - (b) The right of detainees and staff to be free from sexual abuse, and from retaliation for reporting sexual abuse;
 - (c) Definitions and examples of prohibited and illegal sexual behavior;
 - (d) Recognition of situations where sexual abuse may occur;
 - (e) Recognition of physical, behavioral, and emotional signs of sexual abuse, and methods of preventing and responding to such occurrences;
 - (f) How to avoid inappropriate relationships with detainees;
 - (g) How to communicate effectively and professionally with detainees, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming detainees;
 - (h) Procedures for reporting knowledge or suspicion of sexual abuse; and
 - (i) The requirement to limit reporting of sexual abuse to personnel with a need-to-know in order to make decisions concerning the victim's welfare and for law enforcement or investigative purposes.
- (2) All current facility staff, and all agency employees who may have contact with immigration detention facility detainees, shall be trained within one year of May 6, 2014, and the agency or facility shall provide refresher information every two years.
- (3) The agency and each facility shall document that staff that may have contact with immigration facility detainees have completed the training.

115.32 Other training.

- (1) The facility shall ensure that all volunteers and other contractors (as defined in paragraph (4) of this section) who have contact with detainees have been trained on their responsibilities under the agency's and the facility's sexual abuse prevention, detection, intervention and response policies and procedures.
- (2) The level and type of training provided to volunteers and other contractors shall be based on the services they provide and level of contact they have with detainees, but all volunteers and other contractors who have contact with detainees shall be notified of the agency's and the facility's zero-tolerance policies regarding sexual abuse and informed how to report such incidents.

- (3) Each facility shall receive and maintain written confirmation that volunteers and other contractors who have contact with immigration facility detainees have completed the training.
- (4) In this section, the term *other contractor* means a person who provides services on a non-recurring basis to the facility pursuant to a contractual agreement with the agency or facility.

115.33 Detainee education.

- (1) During the intake process, each facility shall ensure that the detainee orientation program notifies and informs detainees about the agency's and the facility's zero-tolerance policies for all forms of sexual abuse and includes (at a minimum) instruction on:
 - (a) Prevention and intervention strategies;
 - (b) Definitions and examples of detainee-on-detainee sexual abuse, staff-on-detainee sexual abuse and coercive sexual activity;
 - (c) Explanation of methods for reporting sexual abuse, including to any staff member, including a staff member other than an immediate point-of-contact line officer (e.g., the compliance manager or a mental health specialist), the DHS Office of Inspector General, and the Joint Intake Center;
 - (d) Information about self-protection and indicators of sexual abuse;
 - (e) Prohibition against retaliation, including an explanation that reporting sexual abuse shall not negatively impact the detainee's immigration proceedings; and
 - (f) The right of a detainee who has been subjected to sexual abuse to receive treatment and counseling.
- (2) Each facility shall provide the detainee notification, orientation, and instruction in formats accessible to all detainees, including those who are limited English proficient, deaf, visually impaired or otherwise disabled, as well as to detainees who have limited reading skills.
- (3) The facility shall maintain documentation of detainee participation in the intake process orientation.
- (4) Each facility shall post on all housing unit bulletin boards the following notices:
 - (a) The DHS-prescribed sexual assault awareness notice;
 - (b) The name of the Prevention of Sexual Abuse Compliance Manager; and
 - (c) The name of local organizations that can assist detainees who have been victims of sexual abuse.
- (5) The facility shall make available and distribute the DHS-prescribed "Sexual Assault Awareness Information" pamphlet.
- (6) Information about reporting sexual abuse shall be included in the agency Detainee Handbook made available to all immigration detention facility detainees.

115.34 Specialized training: Investigations.

- (1) In addition to the general training provided to all facility staff and employees pursuant to § 115.31, the agency or facility shall provide specialized training on sexual abuse and effective cross-agency coordination to agency or facility investigators, respectively, who conduct investigations into allegations of sexual abuse at immigration detention facilities. All investigations into alleged sexual abuse must be conducted by qualified investigators.

- (2) The agency and facility must maintain written documentation verifying specialized training provided to investigators pursuant to this section.

115.35 Specialized training: Medical and mental health care.

- (1) The agency shall review and approve the facility's policy and procedures to ensure that facility medical staff is trained in procedures for examining and treating victims of sexual abuse, in facilities where medical staff may be assigned these activities.

ASSESSMENT FOR RISK OF SEXUAL VICTIMIZATION AND ABUSIVENESS

115.41 Assessment for risk of victimization and abusiveness.

- (1) The facility shall assess all detainees on intake to identify those likely to be sexual aggressors or sexual abuse victims and shall house detainees to prevent sexual abuse, taking necessary steps to mitigate any such danger. Each new arrival shall be kept separate from the general population until he/she is classified and may be housed accordingly.
- (2) The initial classification process and initial housing assignment should be completed within twelve hours of admission to the facility.
- (3) The facility shall also consider, to the extent that the information is available, the following criteria to assess detainees for risk of sexual victimization:
 - (a) Whether the detainee has a mental, physical, or developmental disability;
 - (b) The age of the detainee;
 - (c) The physical build and appearance of the detainee;
 - (d) Whether the detainee has previously been incarcerated or detained;
 - (e) The nature of the detainee's criminal history;
 - (f) Whether the detainee has any convictions for sex offenses against an adult or child;
 - (g) Whether the detainee has self-identified as gay, lesbian, bisexual, transgender, intersex, or gender nonconforming;
 - (h) Whether the detainee has self-identified as having previously experienced sexual victimization; and
 - (i) The detainee's own concerns about his or her physical safety.
- (4) The initial screening shall consider prior acts of sexual abuse, prior convictions for violent offenses, and history of prior institutional violence or sexual abuse, as known to the facility, in assessing detainees for risk of being sexually abusive.
- (5) The facility shall reassess each detainee's risk of victimization or abusiveness between 60 and 90 days from the date of initial assessment, and at any other time when warranted based upon the receipt of additional, relevant information or following an incident of abuse or victimization.
- (6) Detainees shall not be disciplined for refusing to answer, or for not disclosing complete information in response to, questions asked pursuant to paragraphs (3)(a), (3)(g), (3)(h), or (3)(i) of this section.
- (7) The facility shall implement appropriate controls on the dissemination within the facility of responses to questions asked pursuant to this standard in order to ensure that sensitive

information is not exploited to the detainee's detriment by staff or other detainees or inmates.

115.42 Use of assessment information.

- (1) The facility shall use the information from the risk assessment under § 115.41 of this part to inform assignment of detainees to housing, recreation and other activities, and voluntary work. The agency shall make individualized determinations about how to ensure the safety of each detainee.
- (2) When making assessment and housing decisions for a transgender or intersex detainee, the facility shall consider the detainee's gender self-identification and an assessment of the effects of placement on the detainee's health and safety. The facility shall consult a medical or mental health professional as soon as practicable on this assessment. The facility should not base placement decisions of transgender or intersex detainees solely on the identity documents or physical anatomy of the detainee; a detainee's self-identification of his/her gender and self-assessment of safety needs shall always be taken into consideration as well. The facility's placement of a transgender or intersex detainee shall be consistent with the safety and security considerations of the facility, and placement and programming assignments for each transgender or intersex detainee shall be reassessed at least twice each year to review any threats to safety experienced by the detainee.
- (3) When operationally feasible, transgender and intersex detainees shall be given the opportunity to shower separately from other detainees.

115.43 Protective custody.

- (1) The facility shall develop and follow written procedures consistent with the standards in this subpart for each facility governing the management of its administrative segregation unit. These procedures, which should be developed in consultation with the ICE Enforcement and Removal Operations Field Office Director having jurisdiction for the facility, must document detailed reasons for placement of an individual in administrative segregation on the basis of a vulnerability to sexual abuse or assault.
- (2) Use of administrative segregation by facilities to protect detainees vulnerable to sexual abuse or assault shall be restricted to those instances where reasonable efforts have been made to provide appropriate housing and shall be made for the least amount of time practicable, and when no other viable housing options exist, as a last resort. The facility should assign detainees vulnerable to sexual abuse or assault to administrative segregation for their protection until an alternative means of separation from likely abusers can be arranged, and such an assignment shall not ordinarily exceed a period of 30 days.
- (3) Facilities that place vulnerable detainees in administrative segregation for protective custody shall provide those detainees access to programs, visitation, counsel and other services available to the general population to the maximum extent practicable.
- (4) Facilities shall implement written procedures for the regular review of all vulnerable detainees placed in administrative segregation for their protection, as follows:

- (a) A supervisory staff member shall conduct a review within 72 hours of the detainee's placement in administrative segregation to determine whether segregation is still warranted; and
 - (b) A supervisory staff member shall conduct, at a minimum, an identical review after the detainee has spent seven days in administrative segregation, and every week thereafter for the first 30 days, and every 10 days thereafter.
- (5) Facilities shall notify the appropriate ICE Field Office Director no later than 72 hours after the initial placement into segregation, whenever a detainee has been placed in administrative segregation on the basis of a vulnerability to sexual abuse or assault.

REPORTING

115.51 Detainee reporting.

- (1) The agency and each facility shall develop policies and procedures to ensure that detainees have multiple ways to privately report sexual abuse, retaliation for reporting sexual abuse, or staff neglect or violations of responsibilities that may have contributed to such incidents. The agency and each facility shall also provide instructions on how detainees may contact their consular official, the DHS Office of the Inspector General or, as appropriate, another designated office, to confidentially and, if desired, anonymously, report these incidents.
- (2) The agency shall also provide, and the facility shall inform the detainees of, at least one way for detainees to report sexual abuse to a public or private entity or office that is not part of the agency, and that is able to receive and immediately forward detainee reports of sexual abuse to agency officials, allowing the detainee to remain anonymous upon request.
- (3) Facility policies and procedures shall include provisions for staff to accept reports made verbally, in writing, anonymously, and from third parties and to promptly document any verbal reports.

115.52 Grievances.

- (1) The facility shall permit a detainee to file a formal grievance related to sexual abuse at any time during, after, or in lieu of lodging an informal grievance or complaint.
- (2) The facility shall not impose a time limit on when a detainee may submit a grievance regarding an allegation of sexual abuse.
- (3) The facility shall implement written procedures for identifying and handling time-sensitive grievances that involve an immediate threat to detainee health, safety, or welfare related to sexual abuse.
- (4) Facility staff shall bring medical emergencies to the immediate attention of proper medical personnel for further assessment.
- (5) The facility shall issue a decision on the grievance within five days of receipt and shall respond to an appeal of the grievance decision within 30 days. Facilities shall send all grievances related to sexual abuse and the facility's decisions with respect to such grievances to the appropriate ICE Field Office Director at the end of the grievance process.

- (6) To prepare a grievance, a detainee may obtain assistance from another detainee, the housing officer or other facility staff, family members, or legal representatives. Staff shall take reasonable steps to expedite requests for assistance from these other parties.

115.53 Detainee access to outside confidential support services.

- (1) Each facility shall utilize available community resources and services to provide valuable expertise and support in the areas of crisis intervention, counseling, investigation and the prosecution of sexual abuse perpetrators to most appropriately address victims' needs. The facility shall maintain or attempt to enter into memoranda of understanding or other agreements with community service providers or, if local providers are not available, with national organizations that provide legal advocacy and confidential emotional support services for immigrant victims of crime.
- (2) Each facility's written policies shall establish procedures to include outside agencies in the facility's sexual abuse prevention and intervention protocols, if such resources are available.
- (3) Each facility shall make available to detainees information about local organizations that can assist detainees who have been victims of sexual abuse, including mailing addresses and telephone numbers (including toll-free hotline numbers where available). If no such local organizations exist, the facility shall make available the same information about national organizations. The facility shall enable reasonable communication between detainees and these organizations and agencies, in as confidential a manner as possible.
- (4) Each facility shall inform detainees prior to giving them access to outside resources, of the extent to which such communications will be monitored and the extent to which reports of abuse will be forwarded to authorities in accordance with mandatory reporting laws.

115.54 Third-party reporting.

- (1) Each facility shall establish a method to receive third-party reports of sexual abuse in its immigration detention facilities and shall make available to the public information on how to report sexual abuse on behalf of a detainee.

OFFICIAL RESPONSE FOLLOWING A DETAINEE REPORT

115.61 Staff reporting duties.

- (1) The agency and each facility shall require all staff to report immediately and according to agency policy any knowledge, suspicion, or information regarding an incident of sexual abuse that occurred in a facility; retaliation against detainees or staff who reported or participated in an investigation about such an incident; and any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation. The agency shall review and approve facility policies and procedures and shall ensure that the facility specifies appropriate reporting procedures, including a method by which staff can report outside of the chain of command.
- (2) Staff members who become aware of alleged sexual abuse shall immediately follow the

reporting requirements set forth in the agency's and facility's written policies and procedures.

- (3) Apart from such reporting, staff shall not reveal any information related to a sexual abuse report to anyone other than to the extent necessary to help protect the safety of the victim or prevent further victimization of other detainees or staff in the facility, or to make medical treatment, investigation, law enforcement, or other security and management decisions.

115.62 Protection duties.

- (1) If an agency employee or facility staff member has a reasonable belief that a detainee is subject to a substantial risk of imminent sexual abuse, he or she shall take immediate action to protect the detainee.

115.63 Reporting to other confinement facilities.

- (1) Upon receiving an allegation that a detainee was sexually abused while confined at another facility, the agency or facility whose staff received the allegation shall notify the ICE Field Office and the administrator of the facility where the alleged abuse occurred.
- (2) The notification provided in paragraph (1) of this section shall be provided as soon as possible, but no later than 72 hours after receiving the allegation.
- (3) The agency or facility shall document that it has provided such notification.
- (4) The agency or facility office that receives such notification, to the extent the facility is covered by this subpart, shall ensure that the allegation is referred for investigation in accordance with these standards and reported to the appropriate ICE Field Office Director.

115.64 Responder duties.

- (1) Upon learning of an allegation that a detainee was sexually abused, the first security staff member to respond to the report, or his or her supervisor, shall be required to:
 - (a) Separate the alleged victim and abuser;
 - (b) Preserve and protect, to the greatest extent possible, any crime scene until appropriate steps can be taken to collect any evidence;
 - (c) If the abuse occurred within a time period that still allows for the collection of physical evidence, request the alleged victim not to take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating; and
 - (d) If the sexual abuse occurred within a time period that still allows for the collection of physical evidence, ensure that the alleged abuser does not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating.
- (2) If the first staff responder is not a security staff member, the responder shall be required to request that the alleged victim not take any actions that could destroy physical evidence and then notify security staff.

115.65 Coordinated response.

- (1) Each facility shall develop a written institutional plan to coordinate actions taken by staff first responders, medical and mental health practitioners, investigators, and facility leadership in response to an incident of sexual abuse.
- (2) Each facility shall use a coordinated, multidisciplinary team approach to responding to sexual abuse.
- (3) If a victim of sexual abuse is transferred between DHS immigration detention facilities, the sending facility shall, as permitted by law, inform the receiving facility of the incident and the victim's potential need for medical or social services.
- (4) If a victim is transferred between DHS immigration detention facilities or to a non-DHS facility, the sending facility shall, as permitted by law, inform the receiving facility of the incident and the victim's potential need for medical or social services, unless the victim requests otherwise.

115.66 Protection of detainees from contact with alleged abusers.

- (1) Staff, contractors, and volunteers suspected of perpetrating sexual abuse shall be removed from all duties requiring detainee contact pending the outcome of an investigation.

115.67 Agency protection against retaliation.

- (1) Staff, contractors, and volunteers, and immigration detention facility detainees, shall not retaliate against any person, including a detainee, who reports, complains about, or participates in an investigation into an allegation of sexual abuse, or for participating in sexual activity as a result of force, coercion, threats, or fear of force.
- (2) For at least 90 days following a report of sexual abuse, the agency and facility shall monitor to see if there are facts that may suggest possible retaliation by detainees or staff, and shall act promptly to remedy any such retaliation.

115.68 Post-allegation protective custody.

- (1) The facility shall take care to place detainee victims of sexual abuse in a supportive environment that represents the least restrictive housing option possible (e.g., protective custody), subject to the requirements of § 115.43.
- (2) Detainee victims shall not be held for longer than five days in any type of administrative segregation, except in highly unusual circumstances or at the request of the detainee.
- (3) A detainee victim who is in protective custody after having been subjected to sexual abuse shall not be returned to the general population until completion of a proper re-assessment, taking into consideration any increased vulnerability of the detainee as a result of the sexual abuse.
- (4) Facilities shall notify the appropriate ICE Field Office Director whenever a detainee victim has been held in administrative segregation for 72 hours.

INVESTIGATIONS

115.71 Criminal and administrative investigations.

- (1) If the facility has responsibility for investigating allegations of sexual abuse, all investigations into alleged sexual abuse must be prompt, thorough, objective, and conducted by specially trained, qualified investigators.
- (2) Upon conclusion of a criminal investigation where the allegation was substantiated, an administrative investigation shall be conducted. Upon conclusion of a criminal investigation where the allegation was unsubstantiated, the facility shall review any available completed criminal investigation reports to determine whether an administrative investigation is necessary or appropriate. Administrative investigations shall be conducted after consultation with the appropriate investigative office within DHS, and the assigned criminal investigative entity.
- (3) (a) The facility shall develop written procedures for administrative investigations, including provisions requiring:
 - i. Preservation of direct and circumstantial evidence, including any available physical and DNA evidence and any available electronic monitoring data;
 - ii. (ii) Interviewing alleged victims, suspected perpetrators, and witnesses;
 - iii. (iii) Reviewing prior complaints and reports of sexual abuse involving the suspected perpetrator;
 - iv. (iv) Assessment of the credibility of an alleged victim, suspect, or witness, without regard to the individual's status as detainee, staff, or employee, and without requiring any detainee who alleges sexual abuse to submit to a polygraph;
 - v. (v) An effort to determine whether actions or failures to act at the facility contributed to the abuse; and
 - vi. (vi) Documentation of each investigation by written report, which shall include a description of the physical and testimonial evidence, the reasoning behind credibility assessments, and investigative facts and findings; and
 - vii. (vii) Retention of such reports for as long as the alleged abuser is detained or employed by the agency or facility, plus five years.
- (b) Such procedures shall govern the coordination and sequencing of the two types of investigations, in accordance with paragraph (2) of this section, to ensure that the criminal investigation is not compromised by an internal administrative investigation.
- (4) The agency shall review and approve the facility policy and procedures for coordination and conduct of internal administrative investigations with the assigned criminal investigative entity to ensure non-interference with criminal investigations.
- (5) The departure of the alleged abuser or victim from the employment or control of the facility or agency shall not provide a basis for terminating an investigation.
- (6) When outside agencies investigate sexual abuse, the facility shall cooperate with outside investigators and shall endeavor to remain informed about the progress of the investigation.

DISCIPLINE

115.76 Disciplinary sanctions for staff.

- (1) Staff shall be subject to disciplinary or adverse action up to and including removal from their position and the Federal service for substantiated allegations of sexual abuse or for violating agency or facility sexual abuse policies.
- (2) The agency shall review and approve facility policies and procedures regarding disciplinary or adverse actions for staff and shall ensure that the facility policy and procedures specify disciplinary or adverse actions for staff, up to and including removal from their position and from the Federal service for staff, when there is a substantiated allegation of sexual abuse, or when there has been a violation of agency sexual abuse rules, policies, or standards. Removal from their position and from the Federal service is the presumptive disciplinary sanction for staff who have engaged in or attempted or threatened to engage in sexual abuse, as defined under the definition of sexual abuse of a detainee by a staff member, contractor, or volunteer, paragraphs (a) - (d) and (g) - (h) of the definition of "sexual abuse of a detainee by a staff member, contractor, or volunteer" in § 115.6.
- (3) Each facility shall report all removals or resignations in lieu of removal for violations of agency or facility sexual abuse policies to appropriate law enforcement agencies, unless the activity was clearly not criminal.
- (4) Each facility shall make reasonable efforts to report removals or resignations in lieu of removal for violations of agency or facility sexual abuse policies to any relevant licensing bodies, to the extent known.

115.77 Corrective action for contractors and volunteers.

- (1) Any contractor or volunteer who has engaged in sexual abuse shall be prohibited from contact with detainees. Each facility shall make reasonable efforts to report to any relevant licensing body, to the extent known, incidents of substantiated sexual abuse by a contractor or volunteer. Such incidents shall also be reported to law enforcement agencies, unless the activity was clearly not criminal.
- (2) Contractors and volunteers suspected of perpetrating sexual abuse shall be removed from all duties requiring detainee contact pending the outcome of an investigation.
- (3) The facility shall take appropriate remedial measures, and shall consider whether to prohibit further contact with detainees by contractors or volunteers who have not engaged in sexual abuse, but have violated other provisions within these standards.

115.78 Disciplinary sanctions for detainees.

- (1) Each facility shall subject a detainee to disciplinary sanctions pursuant to a formal disciplinary process following an administrative or criminal finding that the detainee engaged in sexual abuse.
- (2) At all steps in the disciplinary process provided in paragraph (1), any sanctions imposed shall be commensurate with the severity of the committed prohibited act and intended to encourage the detainee to conform with rules and regulations in the future.
- (3) Each facility holding detainees in custody shall have a detainee disciplinary system with progressive levels of reviews, appeals, procedures, and documentation procedure.
- (4) The disciplinary process shall consider whether a detainee's mental disabilities or mental

illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed.

- (5) The facility shall not discipline a detainee for sexual contact with staff unless there is a finding that the staff member did not consent to such contact.
- (6) For the purpose of disciplinary action, a report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred shall not constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation.

MEDICAL AND MENTAL CARE

115.81 Medical and mental health assessments; history of sexual abuse.

- (1) If the assessment pursuant to § 115.41 indicates that a detainee has experienced prior sexual victimization or perpetrated sexual abuse, staff shall, as appropriate, ensure that the detainee is immediately referred to a qualified medical or mental health practitioner for medical and/or mental health follow-up as appropriate.
- (2) When a referral for medical follow-up is initiated, the detainee shall receive a health evaluation no later than two working days from the date of assessment.
- (3) When a referral for mental health follow-up is initiated, the detainee shall receive a mental health evaluation no later than 72 hours after the referral.

115.82 Access to emergency medical and mental health services.

- (1) Detainee victims of sexual abuse shall have timely, unimpeded access to emergency medical treatment and crisis intervention services, including emergency contraception and sexually transmitted infections prophylaxis, in accordance with professionally accepted standards of care.
- (2) Emergency medical treatment services provided to the victim shall be without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.

115.83 Ongoing medical and mental health care for sexual abuse victims and abusers.

- (1) Each facility shall offer medical and mental health evaluation and, as appropriate, treatment to all detainees who have been victimized by sexual abuse while in immigration detention.
- (2) The evaluation and treatment of such victims shall include, as appropriate, follow-up services, treatment plans, and, when necessary, referrals for continued care following their transfer to, or placement in, other facilities, or their release from custody.
- (3) The facility shall provide such victims with medical and mental health services consistent with the community level of care.
- (4) Detainee victims of sexually abusive vaginal penetration by a male abuser while incarcerated shall be offered pregnancy tests. If pregnancy results from an instance of sexual abuse, the victim shall receive timely and comprehensive information about lawful

pregnancy-related medical services and timely access to all lawful pregnancy-related medical services.

- (5) Detainee victims of sexual abuse while detained shall be offered tests for sexually transmitted infections as medically appropriate.
- (6) Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.
- (7) The facility shall attempt to conduct a mental health evaluation of all known detainee-on-detainee abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners.

DATA COLLECTION AND REVIEW

115.86 Sexual abuse incident reviews.

- (1) Each facility shall conduct a sexual abuse incident review at the conclusion of every investigation of sexual abuse and, where the allegation was not determined to be unfounded, prepare a written report within 30 days of the conclusion of the investigation recommending whether the allegation or investigation indicates that a change in policy or practice could better prevent, detect, or respond to sexual abuse. The facility shall implement the recommendations for improvement, or shall document its reasons for not doing so in a written response. Both the report and response shall be forwarded to the Field Office Director, for transmission to the ICE PSA Coordinator.
- (2) The review team shall consider whether the incident or allegation was motivated by race; ethnicity; gender identity; lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status; or gang affiliation; or was motivated or otherwise caused by other group dynamics at the facility.
- (3) Each facility shall conduct an annual review of all sexual abuse investigations and resulting incident reviews to assess and improve sexual abuse intervention, prevention and response efforts. If the facility has not had any reports of sexual abuse during the annual reporting period, then the facility shall prepare a negative report. The results and findings of the annual review shall be provided to the facility administrator and Field Office Director or his or her designee, who shall transmit it to the ICE PSA Coordinator.

115.87 Data collection.

- (1) Each facility shall maintain in a secure area all case records associated with claims of sexual abuse, including incident reports, investigative reports, offender information, case disposition, medical and counseling evaluation findings, and recommendations for post-release treatment, if necessary, and/or counseling in accordance with these standards and applicable agency policies, and in accordance with established schedules.
- (2) On an ongoing basis, the PSA Coordinator shall work with relevant facility PSA Compliance Managers and DHS entities to share data regarding effective agency response methods to sexual abuse.

AUDITS AND COMPLIANCE

115.93 Audits of standards.

- (1) The agency may require an expedited audit if the agency has reason to believe that a particular facility may be experiencing problems relating to sexual abuse. The agency may also include referrals to resources that may assist the facility with PREA-related issues.

ADDITIONAL PROVISIONS IN AGENCY POLICIES

115.95 Additional provisions in agency policies.

- (1) The regulations in this subpart A establish minimum requirements for agencies and facilities. Agency and facility policies may include additional requirements.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 04/01/2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable) 1 3
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6) Attn: (b)(6); (b)(7)(C) 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 801 I Street NW, (b)(6) Attn: (b)(6); (b)(7)(C) Washington DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No. street, city, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD NASHVILLE TN 372156105		(X) 9A. AMENDMENT OF SOLICITATION NO.
CODE (b)(7)(E) FACILITY CODE		9B. DATED (SEE ITEM 11)
		(X) 9C. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007
		10B. DATED (SEE ITEM 11) 04/22/2009

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(a).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral Modification and 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.)
DUNS Number: 159734151

COFR: (b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C)
Contracting Officer: (b)(6); (b)(7)(C)

The purpose of this modification is to:

- 1) Incorporate the following language - The Subject Contract/Task Order does not include any cost for an anticipated renovation/expansion to the facility necessary for compliance with the minimum space requirements in Section C, XII. Detainee Services and Programs, G. Physical Plant. In the event the Government requires compliance with the minimum space
- Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A. (b)(6); (b)(7)(C)		(b)(6); (b)(7)(C)
Vice President, Customer Contract (b)(6); (b)(7)(C)		
10C. DATE SIGNED 4/29/09		C. DATE SIGNED APR 30 2009
		33 (REV. 10-80) 13

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/P00001

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2 3

NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICE (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>requirements, the Contract and Task Order will be modified accordingly to include the cost for necessary facility renovation/expansion.</p> <p>2) Revise the Houston Transportation Chart listed on page 34 of the SOW. The attached copy is the revised Houston Transportation Chart.</p> <p>3) Under Section I, I-85 3052.242-72 Contracting Officers Technical Representative DEC 2003, Paragraph a., the following is hereby changed</p> <p>From: (b)(6) is hereby appointed to act as the Contracting Officer's Technical Representative (COTR) under this contract.</p> <p>To: (b)(6): (b)(7)(C) is hereby appointed to act as the Contracting Officer's Technical Representative (COTR) under this contract.</p> <p>4) Under Section C, II General Requirements, B. General, Paragraph 3 on page 21 the following is hereby changed</p> <p>From: 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.</p> <p>To: 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 receipt.</p> <p>5) Under Section J, Attachment 2, Entitled "Deliverables", Item 6 on page 119 is hereby changed</p> <p>From: Within 5 working days of filing</p> <p>To: Within 5 working days of receipt</p> <p>Period of Performance: 04/01/2009 to 03/31/2014 Except as modified herein, all other terms and conditions remain in effect and unchanged.</p>				

Houston Transportation

The chart below represents the locations and the associated estimated miles and frequency based on a guaranteed (b)(4) miles per annum. Actual locations, approximate one-way mileage, frequency and annual miles may vary.

Location	Approximate one-way mileage	Frequency per week	Estimated Annual miles
IAH Airport	(b)(4); (b)(7)(E)		
Bureau of Prison's Federal Detention Center, Houston			
Brownsville, TX Point of Entry			
Laredo, TX Point of Entry			
Texas Department of Criminal Justice (state prisons)			
Harris County Jail			
Montgomery County Jail			
Fort Bend County Jail			
Galveston County Jail			
Jefferson County Jail			
Fort Stockton, TX			
Corpus Christi, Texas			
Oakdale, Louisiana			
Joe Corley Detention Facility – Conroe, TX			
Victoria, TX and surrounding area			
Alvin County Jail			
Harris County Area Jails			
Pasadena City Jail			
Galveston, Brazoria, Chambers, Fort Bend County Area Jails			
SW Key Mesa in Houston, TX			
SW Key Conroe, TX			
Catholic Charities in Houston, TX			
Total Guaranteed Miles Per Annum			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 3

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00001

04/01/2009

6. ISSUED BY

CODE

ICE/DM/DC-DC

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, (b)(6):
Attn: (b)(6); (b)(7)(C)
Washington DC 20536

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, (b)(6):
Attn: (b)(6); (b)(7)(C)
Washington DC 20536

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

CORRECTIONS CORPORATION OF AMERICA
10 BURTON HILLS BLVD
NASHVILLE TN 372156105

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
HSCEDM-09-D-00007

10B. DATED (SEE ITEM 13)

04/22/2009

CODE (b)(7)(E)

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X Bilateral Modification and FAR 43.103(a)

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

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

DUNS Number: 159734151

COTR: (b)(6); (b)(7)(C)

Contract Specialist: (b)(6); (b)(7)(C)

Contracting Officer: (b)(6); (b)(7)(C)

The purpose of this modification is to:

- 1) Incorporate the following language - The Subject Contract/Task Order does not include any cost for an anticipated renovation/expansion to the facility necessary for compliance with the minimum space requirements in Section C, XII. Detainee Services and Programs, G. Physical Plant. In the event the Government requires compliance with the minimum space
- 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)

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

(b)(6); (b)(7)(C)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/P00001

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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>requirements, the Contract and Task Order will be modified accordingly to include the cost for necessary facility renovation/expansion.</p> <p>2) Revise the Houston Transportation Chart listed on page 34 of the SOW. The attached copy is the revised Houston Transportation Chart.</p> <p>3) Under Section I, I-85 3052.242-72 Contracting Officers Technical Representative DEC 2003, Paragraph a., the following is hereby changed</p> <p>From: (b)(6); (b)(7)(C) is hereby appointed to act as the Contracting Officer's Technical Representative (COTR) under this contract.</p> <p>To: (b)(6); (b)(7)(C) is hereby appointed to act as the Contracting Officer's Technical Representative (COTR) under this contract.</p> <p>4) Under Section C, II General Requirements, B. General, Paragraph 3 on page 21 the following is hereby changed</p> <p>From: 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.</p> <p>To: 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 receipt.</p> <p>5) Under Section J, Attachment 2, Entitled "Deliverables", Item 6 on page 119 is hereby changed</p> <p>From: Within 5 working days of filing</p> <p>To: Within 5 working days of receipt</p> <p>Period of Performance: 04/01/2009 to 03/31/2014 Except as modified herein, all other terms and conditions remain in effect and unchanged.</p>				

Houston Transportation

The chart below represents the locations and the associated estimated miles and frequency based on a guaranteed (b)(4) miles per annum. Actual locations, approximate one-way mileage, frequency and annual miles may vary.

Location	Approximate one-way mileage	Frequency per week	Estimated Annual miles
IAH Airport	(b)(4); (b)(7)(E)		
Bureau of Prison's Federal Detention Center, Houston			
Brownsville, TX Point of Entry			
Laredo, TX Point of Entry			
Texas Department of Criminal Justice (state prisons)			
Harris County Jail			
Montgomery County Jail			
Fort Bend County Jail			
Galveston County Jail			
Jefferson County Jail			
Fort Stockton, TX			
Corpus Christi, Texas			
Oakdale, Louisiana			
Joe Corley Detention Facility – Conroe, TX			
Victoria, TX and surrounding area			
Alvin County Jail			
Harris County Area Jails			
Pasadena City Jail			
Galveston, Brazoria, Chambers, Fort Bend County Area Jails			
SW Key Mesa in Houston, TX			
SW Key Conroe, TX			
Catholic Charities in Houston, TX			
Total Guaranteed Miles Per Annum			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00002

04/01/2009

6. ISSUED BY

CODE

ICE/DM/DC-DC

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, (b)(6)
Attn: (b)(6); (b)(7)(C)
Washington DC 20536

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, (b)(6)
Attn: (b)(6); (b)(7)(C)
Washington DC 20536

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

(x) 9A. AMENDMENT OF SOLICITATION NO.

CORRECTIONS CORPORATION OF AMERICA
10 BURTON HILLS BLVD
NASHVILLE TN 372156105

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
HSCEDM-09-D-00007

10B. DATED (SEE ITEM 13)

CODE (b)(7)(E)

FACILITY CODE

04/22/2009

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 159734151

COTR: (b)(6); (b)(7)(C)

Contract Specialist: (b)(6); (b)(7)(C)

Contracting Officer: (b)(6); (b)(7)(C)

The purpose of this modification is to incorporate the following CLINs for Postage Costs in accordance with ICE/DRO 2008 Performance Based National Detention Standards:

Base CLIN 1008 - Postage Costs

Option I CLIN 2008 - Postage Costs

Option II CLIN 3008 - Postage Costs

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)

(b)(6); (b)(7)(C)

15B. CONTRACTOR/OFFEROR

15C. DATE

16C. DATE SIGNED

(Signature of person authorized to sign)

29 July 09

NSN 7540-01-152-8070
Previous edition unusable

DRM 30 (REV. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/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)
	Option III CLIN 4008 - Postage Costs Option IV CLIN 5008 - Postage Costs Period of Performance: 04/01/2009 to 03/31/2014 Add Item 1008 as follows:				
1008	Postage Stamps Estimated Annual Cost: (b)(4) Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES				
	Add Item 2008 as follows:				
2008	Postage Stamps Estimated Annual Cost: (b)(4) Amount: (b)(4) (Option Line Item) 03/31/2010 Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES				(b)(4)
	Add Item 3008 as follows:				
3008	Postage Stamps Estimated Annual Cost: (b)(4) Amount: (b)(4) (Option Line Item) 03/31/2011 Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES				(b)(4)
	Add Item 4008 as follows:				
4008	Postage Stamps Estimated Annual Cost: (b)(4) Amount: (b)(4) (Option Line Item) 03/31/2012 Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES				(b)(4)
	Add Item 5008 as follows:				
5008	Postage Stamps Estimated Annual Cost: (b)(4) Amount: (b)(4) (Option Line Item) 03/31/2013 Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES				(b)(4)
Except as modified herein, all other terms and conditions remain in effect and unchanged.					

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

P00003

09/16/2009

6. ISSUED BY

CODE

ICE/DM/DC-DC

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, (b)(6);
Attn: (b)(6); (b)(7)(C)
Washington DC 20536

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, (b)(6);
Attn: (b)(6); (b)(7)(C)
Washington DC 20536

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

CORRECTIONS CORPORATION OF AMERICA
10 BURTON HILLS BLVD
NASHVILLE TN 372156105

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
HSCEDM-09-D-00007

10B. DATED (SEE ITEM 13)

CODE (b)(7)(E)

FACILITY CODE

04/22/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 159734151

COTR: (b)(6); (b)(7)(C)

Contract Specialist: (b)(6); (b)(7)(C)

Contracting Officer: (b)(6); (b)(7)(C)

The purpose of this modification is to replace in its entirety the security language under Section IV. Background and Clearance Procedures, B. Security Requirements of the subject Contract. See Attached.

Period of Performance: 04/01/2009 to 03/31/2014

Except as modified herein, all other terms and conditions remain in effect and unchanged.

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)

(b)(6); (b)(7)(C)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16C. DATE SIGNED

(Signature of person authorized to sign)

16-SEP-2009

NSN 7540-01-152-8070
Previous edition unusable

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

IV. BACKGROUND AND CLEARANCE PROCEDURES

A. Background Investigations Required

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

B. Security Requirements

The Department of Homeland Security (DHS) has determined that performance of the tasks requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

Suitability Requirements

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

Background Investigations

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the

Personnel Security Unit. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 5 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions" and Supplement SF 85Ps Forms will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) **(2 copies)**
2. FD Form 258, "Fingerprint Card" **(2 copies)**
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
5. Optional Form 306 Declaration for Federal Employment (applies to contractors as well)
6. Authorization for Release of Medical Information

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

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

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to DHS IT systems and the information contained therein, to include, the development and / or maintenance of DHS IT systems; or access to information contained in and / or derived from any DHS IT system.

Continued Eligibility

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

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

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

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

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

Employment Eligibility

The contractor shall agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

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

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

Security Management

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

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

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

Information Technology Security Clearance

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement*. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

Information Technology Security Training and Oversight

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

C. Initial Drug Testing

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6) Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (if other than item 5) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6) 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 NASHVILLE TN 372156105		9A. AMENDMENT OF SOLICITATION NO. (X)	9B. DATED (SEE ITEM 11)
CODE (b)(7)(E) FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCSDM-09-D-00007	10B. DATED (SEE ITEM 13) 04/22/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral Modification to Modify Monthly Rates and Exercise Option 52.217-9

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 159734151
COTR: (b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C)
Contracting Officer: (b)(6); (b)(7)(C)

The purpose of this modification is to correct monthly minimum rates on CLIN 2001 and 3001 and to Exercise Option Period One (1).
Period of Performance: 04/01/2009 to 03/31/2014

Change Item 2001 to read as follows (amount shown is the total amount):

Continued ...

Except as provided herein, all terms and conditions of the document, referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6); (b)(7)(C) V.P., Customer Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)	
15C. DATE SIGNED 2/17/10		16C. DATE SIGNED 2/18/10	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/P00004

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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)
2001	<p>Correct Monthly Rate for Detention Services: Option I Rate Changed: from: (b)(4) by: (b)(4) to: (b)(4)</p> <p>Guaranteed Minimum - (b)(4) Beds (b)(4) Total Man Days Bed Day Rate (h)(4)</p> <p>In Accordance with the Performance Work Statement Amount: (h)(4) (Option Line Item) 03/31/2010</p> <p>Change Item 3001 to read as follows (amount shown is the total amount):</p>	(b)(4)			
3001	<p>Correct Monthly Rate for Detention Services - Option II</p> <p>Monthly Rate changed from: (b)(4) by: (b)(4) to: (b)(4)</p> <p>Guaranteed Minimum - (b)(4) Beds (b)(4) Total Man Days Bed Day Rate (h)(4)</p> <p>In Accordance with the Performance Work Statement Amount: (h)(4) (Option Line Item) 03/31/2011</p> <p>Except as modified herein, all other terms and conditions remain in effect and unchanged.</p>	(b)(4)			

2. AMENDMENT/MODIFICATION NO. **F00005** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY **ICE/DM/DC-DC** CODE **ICE/DM/DC-DC** 7. ADMINISTERED BY (If other than Item 6) CODE **ICE/DM/DC-DC**

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, (b)(6);
Washington DC 20536

ICE/Detent Mngt/Detent Contracts-DC
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street NW, (b)(6);
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (City, Street, County, State and ZIP Code)

**CORRECTIONS CORPORATION OF AMERICA
10 BURTON HILLS BLVD
NASHVILLE TN 372156105**

9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. **HSCEEM-09-0-0007**
10B. DATED (SEE ITEM 12) **04/22/2009**

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

CODE **(b)(7)(E)** FACILITY CODE

The above numbered solicitation is amended to set forth in Item 14. The hour and date specified for receipt of offers. If extended: is not extended
Offers must be received by the date of this amendment prior to the hour and date specified in the solicitation of 48 contracts, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the questionnaire, (b) by acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IF 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 code, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.153(b).

C. THE SUPPLEMENTAL AGREEMENT IS REFERRED INTO PREVIOUS TO AUTHORITY OF

D. OTHER (Specify type of modification and authority)

X **Bilateral Modification to Incorporate Wage Determinations**

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

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

HHS Number: **159734151**

COFR: **(b)(6); (b)(7)(C)**

Contract Specialist: **(b)(6); (b)(7)(C)**

Contracting Officer: **(b)(6); (b)(7)(C)**

The purpose of this modification is to incorporate Wage Determination no: 2005-2515, Revision No. 10 for Option Period 1.

The contractor must notify the contracting officer in writing within thirty (30) days after receipt of this modification of any increase claimed under the Fair Labor Standards Act and Service Contract Act-- Price Adjustments (Multiple Year and Option Contracts).

Continued ...

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

(b)(6); (b)(7)(C) 10A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Vice President, Partners Development

(b)(6); (b)(7)(C)

(b)(6); (b)(7)(C) 10C. DATE SIGNED **4/22/09** 10D. DATE SIGNED **28 APR 2009**

STANDARD FORM 20 (REV. 10-03)
Prescribed by GSA
FAR (48 CFR) 53.213

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/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>Any increase claimed shall be initiated by submitting a rate adjustment proposal, along with detailed supporting documentation in accordance with the provisions of FAR 52.222-43.</p> <p>The attached wage determination number 2005-2515 revision number 10 dated 07/22/2009 applies.</p> <p>Period of Performance: 04/01/2009 to 03/31/2014 Except as modified herein, all other terms and conditions remain in effect and unchanged.</p>				

WD 05-2515 (Rev.-10) was first posted on www.wdol.gov on 07/28/2009

 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | WASHINGTON D.C. 20210

Shirley F. Ebbesen | Division of | Wage Determination No.: 2005-2515
 Director | Wage Determinations | Revision No.: 10
 | | Date Of Revision: 07/22/2009

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.89
01012 - Accounting Clerk II		16.71
01013 - Accounting Clerk III		18.78
01020 - Administrative Assistant		23.55
01040 - Court Reporter		21.79
01051 - Data Entry Operator I		12.09
01052 - Data Entry Operator II		14.32
01060 - Dispatcher, Motor Vehicle		15.96
01070 - Document Preparation Clerk		13.41
01090 - Duplicating Machine Operator		13.41
01111 - General Clerk I		10.80
01112 - General Clerk II		12.97
01113 - General Clerk III		14.88
01120 - Housing Referral Assistant		20.55
01141 - Messenger Courier		11.95
01191 - Order Clerk I		13.52
01192 - Order Clerk II		15.24
01261 - Personnel Assistant (Employment) I		15.13
01262 - Personnel Assistant (Employment) II		16.92
01263 - Personnel Assistant (Employment) III		18.86
01270 - Production Control Clerk		19.10
01280 - Receptionist		12.02
01290 - Rental Clerk		14.75
01300 - Scheduler, Maintenance		15.92
01311 - Secretary I		15.92
01312 - Secretary II		17.90
01313 - Secretary III		20.55
01320 - Service Order Dispatcher		15.16
01410 - Supply Technician		23.55
01420 - Survey Worker		16.59
01531 - Travel Clerk I		13.63
01532 - Travel Clerk II		14.69
01533 - Travel Clerk III		15.71
01611 - Word Processor I		13.50
01612 - Word Processor II		15.59
01613 - Word Processor III		17.44
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		24.80
05010 - Automotive Electrician		22.66
05040 - Automotive Glass Installer		21.68
05070 - Automotive Worker		20.91

05110 - Mobile Equipment Servicer	19.27
05130 - Motor Equipment Metal Mechanic	24.53
05160 - Motor Equipment Metal Worker	20.91
05190 - Motor Vehicle Mechanic	24.53
05220 - Motor Vehicle Mechanic Helper	18.48
05250 - Motor Vehicle Upholstery Worker	19.84
05280 - Motor Vehicle Wrecker	20.91
05310 - Painter, Automotive	22.66
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.17
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.04
07041 - Cook I	9.52
07042 - Cook II	10.88
07070 - Dishwasher	8.11
07130 - Food Service Worker	9.12
07210 - Meat Cutter	12.53
07260 - Waiter/Waitress	7.97
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	11.74
09080 - Furniture Refinisher	16.09
09090 - Furniture Refinisher Helper	13.74
09110 - Furniture Repairer, Minor	15.29
09130 - Upholsterer	16.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.90
11060 - Elevator Operator	8.17
11090 - Gardener	14.52
11122 - Housekeeping Aide	8.17
11150 - Janitor	8.17
11210 - Laborer, Grounds Maintenance	10.93
11240 - Maid or Houseman	7.73
11260 - Pruner	8.99
11270 - Tractor Operator	12.82
11330 - Trail Maintenance Worker	10.93
11360 - Window Cleaner	8.92
12000 - Health Occupations	
12010 - Ambulance Driver	14.48
12011 - Breath Alcohol Technician	15.64
12012 - Certified Occupational Therapist Assistant	21.54
12015 - Certified Physical Therapist Assistant	22.53
12020 - Dental Assistant	15.64
12025 - Dental Hygienist	32.49
12030 - EKG Technician	23.56
12035 - Electroneurodiagnostic Technologist	23.56
12040 - Emergency Medical Technician	14.48
12071 - Licensed Practical Nurse I	18.94
12072 - Licensed Practical Nurse II	21.19
12073 - Licensed Practical Nurse III	23.62
12100 - Medical Assistant	12.40
12130 - Medical Laboratory Technician	15.90
12160 - Medical Record Clerk	14.53
12190 - Medical Record Technician	16.57
12195 - Medical Transcriptionist	16.81
12210 - Nuclear Medicine Technologist	35.13
12221 - Nursing Assistant I	7.79
12222 - Nursing Assistant II	10.02
12223 - Nursing Assistant III	10.94
12224 - Nursing Assistant IV	12.40
12235 - Optical Dispenser	15.26
12236 - Optical Technician	13.90
12250 - Pharmacy Technician	17.44

12280 - Phlebotomist	13.30
12305 - Radiologic Technologist	24.27
12311 - Registered Nurse I	29.05
12312 - Registered Nurse II	35.53
12313 - Registered Nurse II, Specialist	35.53
12314 - Registered Nurse III	42.98
12315 - Registered Nurse III, Anesthetist	42.98
12316 - Registered Nurse IV	51.52
12317 - Scheduler (Drug and Alcohol Testing)	21.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	18.07
13042 - Illustrator II	22.56
13043 - Illustrator III	27.38
13047 - Librarian	26.69
13050 - Library Aide/Clerk	10.26
13054 - Library Information Technology Systems Administrator	24.09
13058 - Library Technician	14.58
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.46
13063 - Media Specialist III	21.68
13071 - Photographer I	13.93
13072 - Photographer II	17.60
13073 - Photographer III	22.56
13074 - Photographer IV	26.40
13075 - Photographer V	30.06
13110 - Video Teleconference Technician	16.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.41
14042 - Computer Operator II	18.35
14043 - Computer Operator III	20.46
14044 - Computer Operator IV	22.74
14045 - Computer Operator V	25.18
14071 - Computer Programmer I	(see 1) 25.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.41
14160 - Personal Computer Support Technician	22.74
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	32.64
15020 - Aircrew Training Devices Instructor (Rated)	39.49
15030 - Air Crew Training Devices Instructor (Pilot)	47.34
15050 - Computer Based Training Specialist / Instructor	31.10
15060 - Educational Technologist	29.02
15070 - Flight Instructor (Pilot)	47.34
15080 - Graphic Artist	25.42
15090 - Technical Instructor	22.43
15095 - Technical Instructor/Course Developer	27.43
15110 - Test Proctor	18.43
15120 - Tutor	18.43
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.40
16030 - Counter Attendant	9.40
16040 - Dry Cleaner	12.06
16070 - Finisher, Flatwork, Machine	9.40
16090 - Presser, Hand	9.40
16110 - Presser, Machine, Drycleaning	9.40

16130 - Presser, Machine, Shirts	9.40
16160 - Presser, Machine, Wearing Apparel, Laundry	9.40
16190 - Sewing Machine Operator	12.79
16220 - Tailor	13.75
16250 - Washer, Machine	10.32
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.32
19040 - Tool And Die Maker	21.12
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.84
21030 - Material Coordinator	18.58
21040 - Material Expediter	18.58
21050 - Material Handling Laborer	12.26
21071 - Order Filler	11.47
21080 - Production Line Worker (Food Processing)	12.84
21110 - Shipping Packer	14.60
21130 - Shipping/Receiving Clerk	14.60
21140 - Store Worker I	10.67
21150 - Stock Clerk	15.13
21210 - Tools And Parts Attendant	13.58
21410 - Warehouse Specialist	12.84
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.07
23021 - Aircraft Mechanic I	26.73
23022 - Aircraft Mechanic II	28.07
23023 - Aircraft Mechanic III	29.47
23040 - Aircraft Mechanic Helper	20.93
23050 - Aircraft, Painter	24.39
23060 - Aircraft Servicer	23.28
23080 - Aircraft Worker	24.53
23110 - Appliance Mechanic	17.26
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	25.34
23130 - Carpenter, Maintenance	18.58
23140 - Carpet Layer	17.83
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	21.28
23182 - Electronics Technician Maintenance II	23.89
23183 - Electronics Technician Maintenance III	25.10
23260 - Fabric Worker	15.97
23290 - Fire Alarm System Mechanic	19.95
23310 - Fire Extinguisher Repairer	15.46
23311 - Fuel Distribution System Mechanic	19.28
23312 - Fuel Distribution System Operator	16.33
23370 - General Maintenance Worker	18.08
23380 - Ground Support Equipment Mechanic	26.73
23381 - Ground Support Equipment Servicer	23.28
23382 - Ground Support Equipment Worker	24.53
23391 - Gunsmith I	15.46
23392 - Gunsmith II	18.08
23393 - Gunsmith III	20.27
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.04
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.95
23430 - Heavy Equipment Mechanic	19.45
23440 - Heavy Equipment Operator	19.26
23460 - Instrument Mechanic	23.52
23465 - Laboratory/Shelter Mechanic	19.29
23470 - Laborer	10.97
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	22.76
23550 - Machinist, Maintenance	20.16
23580 - Maintenance Trades Helper	13.58

23591 - Metrology Technician I	23.52
23592 - Metrology Technician II	24.54
23593 - Metrology Technician III	25.58
23640 - Millwright	21.53
23710 - Office Appliance Repairer	18.99
23760 - Painter, Maintenance	18.99
23790 - Pipefitter, Maintenance	19.44
23810 - Plumber, Maintenance	18.98
23820 - Pneudraulic Systems Mechanic	20.27
23850 - Rigger	19.47
23870 - Scale Mechanic	18.08
23890 - Sheet-Metal Worker, Maintenance	19.95
23910 - Small Engine Mechanic	18.08
23931 - Telecommunications Mechanic I	23.89
23932 - Telecommunications Mechanic II	24.95
23950 - Telephone Lineman	23.20
23960 - Welder, Combination, Maintenance	20.27
23965 - Well Driller	20.27
23970 - Woodcraft Worker	20.27
23980 - Woodworker	15.04
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.65
24580 - Child Care Center Clerk	13.27
24610 - Chore Aide	7.25
24620 - Family Readiness And Support Services Coordinator	12.57
24630 - Homemaker	16.84
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.14
25040 - Sewage Plant Operator	18.70
25070 - Stationary Engineer	21.14
25190 - Ventilation Equipment Tender	14.33
25210 - Water Treatment Plant Operator	18.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.14
27007 - Baggage Inspector	11.15
27008 - Corrections Officer	18.04
27010 - Court Security Officer	19.25
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	18.04
27070 - Firefighter	19.10
27101 - Guard I	11.15
27102 - Guard II	17.90
27131 - Police Officer I	23.52
27132 - Police Officer II	26.14
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.63
28042 - Carnival Equipment Repairer	12.36
28043 - Carnival Equipment Worker	8.51
28210 - Gate Attendant/Gate Tender	13.90
28310 - Lifeguard	12.38
28350 - Park Attendant (Aide)	15.55
28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	17.83
28630 - Sports Official	12.38
28690 - Swimming Pool Operator	17.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.36
29020 - Hatch Tender	19.36
29030 - Line Handler	19.36
29041 - Stevedore I	17.98
29042 - Stevedore II	20.65
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.61

30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.31
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.07
30021 - Archeological Technician I	21.10
30022 - Archeological Technician II	25.47
30023 - Archeological Technician III	30.62
30030 - Cartographic Technician	30.62
30040 - Civil Engineering Technician	30.03
30061 - Drafter/CAD Operator I	21.10
30062 - Drafter/CAD Operator II	24.71
30063 - Drafter/CAD Operator III	27.56
30064 - Drafter/CAD Operator IV	32.42
30081 - Engineering Technician I	18.25
30082 - Engineering Technician II	22.45
30083 - Engineering Technician III	25.11
30084 - Engineering Technician IV	31.09
30085 - Engineering Technician V	38.65
30086 - Engineering Technician VI	46.04
30090 - Environmental Technician	29.96
30210 - Laboratory Technician	23.56
30240 - Mathematical Technician	30.62
30361 - Paralegal/Legal Assistant I	20.47
30362 - Paralegal/Legal Assistant II	25.36
30363 - Paralegal/Legal Assistant III	31.02
30364 - Paralegal/Legal Assistant IV	37.52
30390 - Photo-Optics Technician	30.62
30461 - Technical Writer I	21.46
30462 - Technical Writer II	26.25
30463 - Technical Writer III	31.75
30491 - Unexploded Ordnance (UXO) Technician I	25.17
30492 - Unexploded Ordnance (UXO) Technician II	30.45
30493 - Unexploded Ordnance (UXO) Technician III	36.50
30494 - Unexploded (UXO) Safety Escort	25.17
30495 - Unexploded (UXO) Sweep Personnel	25.17
30620 - Weather Observer, Combined Upper Air Or (see 2)	26.35
Surface Programs	
30621 - Weather Observer, Senior (see 2)	30.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.25
31030 - Bus Driver	16.38
31043 - Driver Courier	12.75
31260 - Parking and Lot Attendant	8.34
31290 - Shuttle Bus Driver	13.89
31310 - Taxi Driver	11.54
31361 - Truckdriver, Light	13.89
31362 - Truckdriver, Medium	17.25
31363 - Truckdriver, Heavy	19.46
31364 - Truckdriver, Tractor-Trailer	19.46
99000 - Miscellaneous Occupations	
99030 - Cashier	9.10
99050 - Desk Clerk	10.65
99095 - Embalmer	21.55
99251 - Laboratory Animal Caretaker I	9.74
99252 - Laboratory Animal Caretaker II	10.71
99310 - Mortician	24.04
99410 - Pest Controller	14.36
99510 - Photofinishing Worker	11.47
99710 - Recycling Laborer	14.96
99711 - Recycling Specialist	18.24
99730 - Refuse Collector	13.34
99810 - Sales Clerk	11.51
99820 - School Crossing Guard	9.96
99830 - Survey Party Chief	20.96
99831 - Surveying Aide	14.35
99832 - Surveying Technician	18.13

99840 - Vending Machine Attendant	12.00
99841 - Vending Machine Repairer	14.41
99842 - Vending Machine Repairer Helper	12.31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 per month

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WED home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192110FH00CCA071.9	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6) 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 801 I Street NW, (b)(6) 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 NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007	
		10B. DATED (SEE ITEM 13) 04/22/2009	
CODE (b)(7)(E)	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)

(b)(7)(E)

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) LAW FAR 43.103(a): Types of Contract Modification-Bilateral

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

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

DUNS Number: 159734151

COTR: (b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C)
Contracting Officer: (b)(6); (b)(7)(C)

This constitutes full and final settlement of this REA for this contract.

The purpose of this modification is to retroactively incorporate a Wage Rate Determination (WRD) to this contract for Option Period One. This WRD 2005-2515, Rev. 10 was incorporated to contract HSCEDM-09-D-00007 via P00005. Corrections Corporation of America (CCA) submitted a Request for Equitable Adjustment (REA) dated on May 6, 2010 based on the Continued ...

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

(b)(6); (b)(7)(C)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Vice President Partnership Development (b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)	15B. DATE SIGNED 8/11/10
	15C. DATE SIGNED 12 Aug 10

NSN 7540-01-152-0070
Previous edition unusable

DARD FORM 30 (REV. 10-83)
Issued by GSA
48 CFR 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/P00006

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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)
2001	<p>Department of Labor's (DOL) WRD 2005-2515, Rev. 10.</p> <p>Rev. 10 affects the following CLINs: Period of Performance: 04/01/2009 to 03/31/2014</p> <p>Change Item 2001 to read as follows (amount shown is the total amount):</p> <p>P 00006 changes CLIN 2001 in the following way:</p> <p>Option I-Monthly Rate for Detention Services is increased as follows: From: (b)(4) By: (b)(4) To: (b)(4)</p> <p>Therefore this CLIN is priced as follows: Guaranteed Minimum - (b)(4) (b)(4) In Accordance with the Performance Work Statement</p> <p>Change Item 2002 to read as follows (amount shown is the total amount):</p>				
2002	<p>P 00006 changes CLIN 2002 in the following way:</p> <p>Option I - Detention Services Above the Guaranteed Minimum (b)(4) (b)(4)</p> <p>Increased the Bed Day Rate by (b)(4) Therefore the Bed Day Rate is increased as follows: From: (b)(4) By: (b)(4) To: (b)(4)</p> <p>In Accordance with the Performance Work Statement</p> <p>Change Item 3001 to read as follows (amount shown is the total amount):</p>				
3001	<p>P 00006 changes in CLIN 3001 in the following way:</p> <p>Option II-Monthly Rate for Detention Services is increased as follows: From: (b)(4) By: (b)(4) To: (b)(4) Continued ...</p>				

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>Therefore this CLIN is priced as follows:</p> <p>Guaranteed Minimum - (b)(4) Beds (b)(4)</p> <p>In Accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/31/2011</p> <p>Change Item 3002 to read as follows (amount shown is the total amount):</p>				
3002	<p>P 00006 changes CLIN 3002 in the following way:</p> <p>Option II-Detention Services Above the Guaranteed Minimum (b)(4) (b)(4)</p> <p>Increased the Bed Day Rate by (b)(4) Therefore, the Bed Day Rate is increased as follows: From: (b)(4) By: (b)(4) To: (b)(4)</p> <p>In accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/31/2011</p> <p>Change Item 4001 to read as follows (amount shown is the total amount):</p>	(b)(4)			
4001	<p>P 00006 changes in CLIN 4001 in the following way:</p> <p>Option III-Monthly Rate for Detention Services is increased as follows: From: (b)(4) By: (b)(4) To: (b)(4)</p> <p>Therefore this CLIN is priced as follows:</p> <p>Guaranteed Minimum - (b)(4) Beds (b)(4)</p> <p>In Accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/01/2012</p> <p>Change Item 4002 to read as follows (amount shown Continued ...</p>	(b)(4)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/P00006

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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)
4002	<p>is the total amount):</p> <p>P 00006 changes CLIN 4002 in the following way:</p> <p>Option III - Detention Services Above the Guaranteed Minimum (b)(4) (b)(4)</p> <p>Increased the Bed Day Rate by (b)(4) Therefore, the Bed Day Rate is increased as follows: From: (b)(4) By: (b)(4) To: (b)(4)</p> <p>In accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/01/2012</p> <p>Change Item 5001 to read as follows (amount shown is the total amount):</p>	(b)(4)			
5001	<p>P 00006 changes in CLIN 5001 in the following way:</p> <p>Option IV- Monthly Rate for Detention Services is increased as follows: From: (b)(4) By: (b)(4) To: (b)(4)</p> <p>Therefore this CLIN is priced as follows:</p> <p>Guaranteed Minimum - (b)(4) (b)(4)</p> <p>In Accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/31/2013</p> <p>Change Item 5002 to read as follows (amount shown is the total amount):</p>	(b)(4)			
5002	<p>P 00006 changes CLIN 5002 in the following way:</p> <p>Option IV - Detention Services Above the Guaranteed Minimum (b)(4) (b)(4)</p> <p>Increased the Bed Day Rate by (b)(4) Therefore, the Bed Day Rate is increased as follows: From: (b)(4) Continued ...</p>	(b)(4)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/PC0006

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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)
	By: (b)(4) To: (b)(4) In accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/31/2013 Add Item 6001 as follows:				
6001	Added CLIN 6001-Minimum Guarantee This CLIN is for back pay from the period of performance from April 1, 2010 thru July 31, 2010 (Back Pay) (b)(4) Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES Add Item 6002 as follows:			(b)(4)	
6002	Added CLIN 6002-Above Minimum Guarantee This CLIN is for back pay from the period of performance from April 1, 2010 thru July 31, 2010 (Back Pay) (b)(4) Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES As a result of the above, this modification constitute full and final settlement of the REA submitted by CCA on May 6, 2010 for wage rate adjustment. All other terms and conditions remain same.			(b)(4)	

2 AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)
 P00007 08/01/2010

6. ISSUED BY CODE ICE/DM/DC-DC 7. ADMINISTERED BY (if other than Item 6) CODE ICE/DM/DC-DC
 ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6): Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD NASHVILLE TN 372156105
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007
 10B. DATED (SEE ITEM 13) 04/22/2009
 CODE (b)(7)(E) 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 6 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

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

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
 COTR: (b)(6); (b)(7)(C)
 Contract Specialist: (b)(6); (b)(7)(C)
 Contracting Officer: (b)(6); (b)(7)(C)

The purpose of this modification is to add CLIN 6005 to the base contract to cover additional work (electrical upgrades) covered under current Statement of Work.
 Funding shall be provided to Task Order HSCEDM-10-J-00018 to cover the above services.

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) See CCA Letter dated July 27, 2010 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16C. DATE SIGNED 31 Aug 10
 (Signature of person authorized to sign)
 NSN 7540-01-152-8070 Previous edition unusable
 STANDARD FORM 38 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NUMBER: 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)
6005	<p>Delivery: 30 Days After Award Delivery Location Code: ICE/ERO/HOUSTON Immigration Customs Enforcement 126 Northpoint Drive Houston TX 77060</p> <p>Period of Performance: 04/01/2009 to 03/31/2014</p> <p>Add Item 6005 as follows:</p> <p>Additional circuits and receptacles in the weight room and squad room. Work shall include:</p> <ol style="list-style-type: none"> 1. Add (4) 20A 120V circuits and (6) receptacles for connection to the new furniture modules within weight room. 2. Add (3) 20A 120V circuits for connection to existing furniture modules in the "squad room" and try to isolate the circuits in the room from surrounding rooms 3. Add (1) receptacle for wall mounted TV located outside of the squad room <p>Obligated Amount: (b)(4)</p> <p>Accounting Info: Funded: (b)(4)</p> <p>All other terms and conditions remain same.</p>			(b)(4)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192110FHO0CCA0071.9	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6); 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 801 I Street NW, (b)(6); 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 NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE (b)(7)(E)		FACILITY CODE	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007	
		10B. DATED (SEE ITEM 13) 04/22/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 159734151

COTR: (b)(6); (b)(7)(C)

Contract Specialist: (b)(6); (b)(7)(C)

Contracting Officer: (b)(6); (b)(7)(C)

The purpose of this no cost administrative modification to contract number: HSCEDM-09-D-00007 is to revise P00006 requisition number under Block 4 of the cover page to 192110FHO0CCA0071.9 and to link the requisition to modification P00006.

Delivery Location Code: ICE/ERO/HOUSTON

Immigration Customs Enforcement

126 Northpoint Drive

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) (b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED		16C. DATE SIGNED 31 Aug 10

NSN 7540-01-152-9070
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
HSCEDM-09-D-00007/P00008

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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)
2001	<p>Houston TX 77060</p> <p>Accounting Info: (b)(7)(E)</p> <p>Period of Performance: 04/01/2009 to 03/31/2014</p> <p>Change Item 2001 to read as follows (amount shown is the total amount):</p> <p>P 00006 changes CLIN 2001 in the following way:</p> <p>Option I-Monthly Rate for Detention Services is increased as follows: From: (b)(4) By: (b)(4) To: (b)(4)</p> <p>Therefore this CLIN is priced as follows:</p> <p>Guaranteed Minimum - (b)(4) (b)(4)</p> <p>In Accordance with the Performance Work Statement Obligated Amount: (b)(4)</p> <p>Delivery: 30 Days After Award</p> <p>Change Item 2002 to read as follows (amount shown is the total amount):</p>				
2002	<p>P 00006 changes CLIN 2002 in the following way:</p> <p>Option I - Detention Services Above the Guaranteed Minimum (b)(4) (b)(4)</p> <p>Increased the Bed Day Rate by (b)(4) Therefore the Bed Day Rate is increased as follows: From: (b)(4) By: (b)(4) To: (b)(4)</p> <p>In Accordance with the Performance Work Statement Obligated Amount: (b)(4)</p> <p>Delivery: 30 Days After Award</p> <p>Change Item 3001 to read as follows (amount shown is the total amount): Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/P00008

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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)
3001	<p>P 00006 changes in CLIN 3001 in the following way:</p> <p>Option II-Monthly Rate for Detention Services is increased as follows: From: (b)(4) By: (b)(4) To: (b)(4)</p> <p>Therefore this CLIN is priced as follows: Guaranteed Minimum - (b)(4) (b)(4)</p> <p>In Accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/31/2011</p> <p>Delivery: 30 Days After Award</p> <p>Change Item 3002 to read as follows (amount shown is the total amount):</p>				(b)(4)
3002	<p>P 00006 changes CLIN 3002 in the following way:</p> <p>Option II-Detention Services Above the Guaranteed Minimum (b)(4) (b)(4)</p> <p>Increased the Bed Day Rate by (b)(4) Therefore, the Bed Day Rate is increased as follows: From: (b)(4) By: (b)(4) To: (b)(4)</p> <p>In accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/31/2011</p> <p>Delivery: 30 Days After Award</p> <p>Change Item 4001 to read as follows (amount shown is the total amount):</p>				(b)(4)
4001	<p>P 00006 changes in CLIN 4001 in the following way:</p> <p>Option III-Monthly Rate for Detention Services is increased as follows: From: (b)(4) By: (b)(4) Continued ...</p>				(b)(4)

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>To: (b)(4)</p> <p>Therefore this CLIN is priced as follows:</p> <p>Guaranteed Minimum - (b)(4)</p> <p>(b)(4)</p> <p>In Accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/01/2012</p> <p>Change Item 4002 to read as follows (amount shown is the total amount):</p>				
4002	<p>P 00006 changes CLIN 4002 in the following way:</p> <p>Option III - Detention Services Above the Guaranteed Minimum (b)(4)</p> <p>(b)(4)</p> <p>Increased the Bed Day Rate by (b)(4) Therefore, the Bed Day Rate is increased as follows: From: (b)(4) By: (b)(4) To: (b)(4)</p> <p>In accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/01/2012</p> <p>Delivery: 30 Days After Award</p> <p>Change Item 5001 to read as follows (amount shown is the total amount):</p>	(b)(4)			
5001	<p>P 00006 changes in CLIN 5001 in the following way:</p> <p>Option IV- Monthly Rate for Detention Services is increased as follows: From: (b)(4) By: (b)(4) To: (b)(4)</p> <p>Therefore this CLIN is priced as follows:</p> <p>Guaranteed Minimum - (b)(4) Beds (b)(4)</p> <p>In Accordance with the Performance Work Statement Continued ...</p>	(b)(4)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/P00008

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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)
	Amount: (b)(4) (Option Line Item) 03/31/2013 Delivery: 30 Days After Award Change Item 5002 to read as follows (amount shown is the total amount): P 00006 changes CLIN 5002 in the following way:				
5002	Option IV - Detention Services Above the Guaranteed Minimum (b)(4) (b)(4) Increased the Bed Day Rate by (b)(4). Therefore, the Bed Day Rate is increased as follows: From: (b)(4) By: (b)(4) To: (b)(4) In accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/31/2013 Delivery: 30 Days After Award Change Item 6001 to read as follows (amount shown is the total amount):	(b)(4)			
6001	Added CLIN 6001-Minimum Guarantee This CLIN is for back pay from the period of performance from April 1, 2010 thru July 31, 2010 (Back Pay) (b)(4) Obligated Amount: (b)(4) Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES Delivery: 30 Days After Award Change Item 6002 to read as follows (amount shown is the total amount):	(b)(4)			
6002	Added CLIN 6002-Above Minimum Guarantee This CLIN is for back pay from the period of performance from April 1, 2010 thru July 31, 2010 (Back Pay) (b)(4) Obligated Amount: (b)(4) Continued ...	(b)(4)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/P00008

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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>Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES</p> <p>Delivery: 30 Days After Award As a result of the above, this action does not change any terms and/or conditions of the contract.</p> <p>All other terms and conditions remain same.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
--	--	---------------------	----------------------

2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
8. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6): Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (if other than Item 8) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6): 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 NASHVILLE TN 372156105	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)
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CODE (b)(7)(E)	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007 10B. DATED (SEE ITEM 13) 04/22/2009
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
DUNS Number: 159734151
COTR: (b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C)
Contracting Officer: (b)(6); (b)(7)(C)

The purpose of this modification is to add CLINs 6003 and 6004 in support of CLINs 2001 and 2002 respectfully. This change reflect the changes made by the labor wages.
Period of Performance: 04/01/2009 to 03/31/2014

Add Item 6003 as follows:

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.

(b)(6); (b)(7)(C)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Vice President, Strategic Development (b)(6); (b)(7)(C)
(b)(6); (b)(7)(C)	15C. DATE SIGNED 9/10/10
	16C. DATE SIGNED 13 SEP 10

STANDARD FORM 39 (REV. 10-99)
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)
6003	<p>In support of line item 2001 this CLIN is priced as follows, Monthly rate is (b)(4) Task orders will fund the appropriate number of beds</p> <p>Guaranteed Minimum - (b)(4)</p> <p>In Accordance with the Performance Work Statement Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES</p> <p>Add Item 6004 as follows:</p>			(b)(4)	
6004	<p>In support of line item 2002 this CLIN is priced as follows, Bed day rate is (b)(4) Task orders will fund the appropriate number of beds</p> <p>Above the Guaranteed Minimum (b)(4)</p> <p>In accordance with the Performance Work Statement Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES</p>			(b)(4)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO PCCC10	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192111FHGCCCA0041	5. PROJECT NO (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6); 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 801 I Street NW, (b)(6); 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 NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-0007	
		10B. DATED (SEE ITEM 13) 04/22/2009	
CODE (b)(7)(E)	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

COTR: (b)(6); (b)(7)(C)

Contract Specialist: (b)(6); (b)(7)(C)

Contracting Officer: (b)(6); (b)(7)(C)

The purpose of this modification is to: 1) exercise option period two for the Houston Detention Service Facility in accordance with the contract, and 2) Incorporate Wage determination Number 2005-2515, Revision Number 12 dated 6/15/2010 (attached to this modification).

Delivery: 30 Days After Award

Delivery Location Code: ICE/ERO/HOUSTON

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)
	(b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
	16C. DATE SIGNED 30 MAR 11

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)
3001	<p>126 Northpoint Drive Houston TX 77060</p> <p>Period of Performance: 04/01/2009 to 03/31/2014</p> <p>Change Item 3001 to read as follows (amount shown is the total amount):</p> <p>Detention Services - Option II Guaranteed Minimum - (b)(4) (b)(4) Total man Days Bed Day Rate (b)(4) Obligated Amount: (b)(4) Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p>			(b)(4)	
3002	<p>Change Item 3002 to read as follows (amount shown is the total amount):</p> <p>Detention Services - Option II Above the Guaranteed Minimum - (b)(4) Beds (b)(4) Total man Days Bed Day Rate (b)(4)</p> <p>In accordance with the Performance Work Statement: Obligated Amount: (b)(4) Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Continued ...</p>			(b)(4)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/P0001C

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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)
3003	<p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 3003 to read as follows (amount shown is the total amount):</p> <p>Transportation - Option II Guaranteed Mileage - (b)(4) Miles Annually Inclusive of all associated transportation costs In accordance with the Performance Work Statement Obligated Amount: (b)(4) Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES</p> <p>Accounting Info: (b)(7)(E)</p>				
3004	<p>Funded: (b)(4)</p> <p>Change Item 3004 to read as follows (amount shown is the total amount):</p> <p>Transportation - Option II Above the Guaranteed Mileage Rate - (b)(4) Per Mile Inclusive of all associated transportation costs In accordance with the Performance Work Statement Obligated Amount: (b)(4) Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES</p> <p>Accounting Info: (b)(7)(E)</p>				
3005	<p>Funded: (b)(4)</p> <p>Change Item 3005 to read as follows (amount shown is the total amount):</p> <p>Detained Volunteer Wages - Option II \$1.00 p/day X Estimated 40,000 Detainees In accordance with the Performance Work Statement Obligated Amount: \$0.00 Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES Continued ...</p>	40000	EA	1.00	

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: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 3006 to read as follows (amount shown is the total amount):</p>				
3006	<p>On-Call Post/Guard Services - Option II Estimated (b)(4) Obligated Amount: (b)(4) Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 3007 to read as follows (amount shown is the total amount):</p>				(b)(4)
3007	<p>Deliverables In accordance with the Performance Work Statement (Not Separately Priced) Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 3008 to read as follows (amount shown is the total amount):</p>				(b)(4)
3008	<p>Postage Stamps Estimated Annual Cost: (b)(4) Obligated Amount: (b)(4) Product/Service Code: S216 Product/Service Description: FACILITIES OPERATIONS SUPPORT SERVICES</p> <p>Accounting Info: Continued ...</p>				

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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>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Note that any funding for this option period will be provided under a task order.</p>				

WD 05-2515 (Rev.-12) was first posted on www.wdol.gov on 06/22/2010

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

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

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2515
Revision No.: 12
Date Of Revision: 06/15/2010

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend,
Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison,
Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington,
Wharton

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.98
01012 - Accounting Clerk II		16.82
01013 - Accounting Clerk III		18.82
01020 - Administrative Assistant		25.91
01040 - Court Reporter		21.79
01051 - Data Entry Operator I		13.24
01052 - Data Entry Operator II		14.45
01060 - Dispatcher, Motor Vehicle		15.96
01070 - Document Preparation Clerk		13.41
01090 - Duplicating Machine Operator		13.41
01111 - General Clerk I		11.88
01112 - General Clerk II		13.27
01113 - General Clerk III		14.90
01120 - Housing Referral Assistant		20.69
01141 - Messenger Courier		12.55
01191 - Order Clerk I		13.52
01192 - Order Clerk II		15.24
01261 - Personnel Assistant (Employment) I		15.43
01262 - Personnel Assistant (Employment) II		17.27
01263 - Personnel Assistant (Employment) III		19.25
01270 - Production Control Clerk		19.10
01280 - Receptionist		12.02
01290 - Rental Clerk		14.75
01300 - Scheduler, Maintenance		16.59
01311 - Secretary I		16.59
01312 - Secretary II		18.57
01313 - Secretary III		20.69
01320 - Service Order Dispatcher		15.16
01410 - Supply Technician		25.91
01420 - Survey Worker		17.79
01531 - Travel Clerk I		13.71
01532 - Travel Clerk II		14.81
01533 - Travel Clerk III		15.83
01611 - Word Processor I		14.29
01612 - Word Processor II		16.04
01613 - Word Processor III		17.95
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		25.76
05010 - Automotive Electrician		23.79
05040 - Automotive Glass Installer		21.96
05070 - Automotive Worker		21.96

05110 - Mobile Equipment Servicer	20.23
05130 - Motor Equipment Metal Mechanic	25.76
05160 - Motor Equipment Metal Worker	21.96
05190 - Motor Vehicle Mechanic	25.76
05223 - Motor Vehicle Mechanic Helper	19.40
05250 - Motor Vehicle Upholstery Worker	20.83
05280 - Motor Vehicle Wrecker	21.96
05310 - Painter, Automotive	23.79
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.06
07041 - Cook I	9.52
07042 - Cook II	10.88
07070 - Dishwasher	8.11
07130 - Food Service Worker	9.12
07210 - Meat Cutter	12.91
07260 - Waiter/Waitress	8.19
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.32
09040 - Furniture Handler	11.95
09080 - Furniture Refinisher	17.70
09090 - Furniture Refinisher Helper	14.58
09110 - Furniture Repairer, Minor	16.82
09130 - Upholsterer	18.32
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.90
11060 - Elevator Operator	8.82
11090 - Gardener	14.52
11122 - Housekeeping Aide	8.84
11150 - Janitor	8.84
11210 - Laborer, Grounds Maintenance	10.93
11240 - Maid or Houseman	7.96
11260 - Pruner	9.25
11270 - Tractor Operator	12.82
11330 - Trail Maintenance Worker	10.93
11360 - Window Cleaner	9.81
12000 - Health Occupations	
12010 - Ambulance Driver	15.00
12011 - Breath Alcohol Technician	15.64
12012 - Certified Occupational Therapist Assistant	23.69
12015 - Certified Physical Therapist Assistant	24.52
12020 - Dental Assistant	15.64
12025 - Dental Hygienist	32.93
12030 - EKG Technician	25.92
12035 - Electroneurodiagnostic Technologist	25.92
12040 - Emergency Medical Technician	15.00
12071 - Licensed Practical Nurse I	19.05
12072 - Licensed Practical Nurse II	21.32
12073 - Licensed Practical Nurse III	23.76
12100 - Medical Assistant	12.50
12130 - Medical Laboratory Technician	16.63
12160 - Medical Record Clerk	14.53
12190 - Medical Record Technician	16.57
12195 - Medical Transcriptionist	16.81
12210 - Nuclear Medicine Technologist	35.13
12221 - Nursing Assistant I	8.57
12222 - Nursing Assistant II	10.36
12223 - Nursing Assistant III	11.31
12224 - Nursing Assistant IV	12.69
12235 - Optical Dispenser	16.79
12236 - Optical Technician	15.29
12250 - Pharmacy Technician	19.18

12280 - Phlebotomist	13.30
12305 - Radiologic Technologist	26.70
12311 - Registered Nurse I	30.36
12312 - Registered Nurse II	38.37
12313 - Registered Nurse II, Specialist	38.37
12314 - Registered Nurse III	44.91
12315 - Registered Nurse III, Anesthetist	44.91
12316 - Registered Nurse IV	53.84
12317 - Scheduler (Drug and Alcohol Testing)	21.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.30
13012 - Exhibits Specialist II	24.74
13013 - Exhibits Specialist III	28.94
13041 - Illustrator I	19.30
13042 - Illustrator II	23.91
13043 - Illustrator III	30.12
13047 - Librarian	26.69
13050 - Library Aide/Clerk	10.84
13054 - Library Information Technology Systems Administrator	24.09
13058 - Library Technician	16.04
13061 - Media Specialist I	17.39
13062 - Media Specialist II	19.46
13063 - Media Specialist III	21.68
13071 - Photographer I	15.32
13072 - Photographer II	18.15
13073 - Photographer III	22.56
13074 - Photographer IV	27.49
13075 - Photographer V	33.07
13110 - Video Teleconference Technician	16.73
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.31
14042 - Computer Operator II	19.37
14043 - Computer Operator III	21.59
14044 - Computer Operator IV	24.00
14045 - Computer Operator V	26.57
14071 - Computer Programmer I	(see 1) 26.04
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.31
14160 - Personal Computer Support Technician	24.00
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.08
15020 - Aircrew Training Devices Instructor (Rated)	40.02
15030 - Air Crew Training Devices Instructor (Pilot)	47.98
15050 - Computer Based Training Specialist / Instructor	33.08
15060 - Educational Technologist	29.23
15070 - Flight Instructor (Pilot)	47.98
15080 - Graphic Artist	26.72
15090 - Technical Instructor	22.43
15095 - Technical Instructor/Course Developer	27.43
15110 - Test Proctor	18.43
15120 - Tutor	18.43
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.40
16030 - Counter Attendant	9.40
16040 - Dry Cleaner	12.06
16070 - Finisher, Flatwork, Machine	9.40
16090 - Presser, Hand	9.40
16110 - Presser, Machine, Drycleaning	9.40

16130 - Presser, Machine, Shirts	9.40
16160 - Presser, Machine, Wearing Apparel, Laundry	9.40
16190 - Sewing Machine Operator	12.79
16220 - Tailor	13.75
16250 - Washer, Machine	10.32
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.71
19040 - Tool And Die Maker	23.23
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.25
21030 - Material Coordinator	19.46
21040 - Material Expediter	19.46
21050 - Material Handling Laborer	12.26
21071 - Order Filler	11.47
21080 - Production Line Worker (Food Processing)	13.25
21110 - Shipping Packer	14.60
21130 - Shipping/Receiving Clerk	14.60
21140 - Store Worker I	11.34
21150 - Stock Clerk	16.06
21210 - Tools And Parts Attendant	13.58
21410 - Warehouse Specialist	13.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.47
23021 - Aircraft Mechanic I	28.07
23022 - Aircraft Mechanic II	29.47
23023 - Aircraft Mechanic III	30.94
23040 - Aircraft Mechanic Helper	21.98
23050 - Aircraft, Painter	25.61
23060 - Aircraft Servicer	24.44
23080 - Aircraft Worker	25.76
23110 - Appliance Mechanic	18.61
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	25.34
23130 - Carpenter, Maintenance	19.71
23140 - Carpet Layer	18.45
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	21.28
23182 - Electronics Technician Maintenance II	23.89
23183 - Electronics Technician Maintenance III	25.10
23260 - Fabric Worker	17.17
23290 - Fire Alarm System Mechanic	19.95
23310 - Fire Extinguisher Repairer	15.88
23311 - Fuel Distribution System Mechanic	20.96
23312 - Fuel Distribution System Operator	16.33
23370 - General Maintenance Worker	18.08
23380 - Ground Support Equipment Mechanic	28.07
23381 - Ground Support Equipment Servicer	24.44
23382 - Ground Support Equipment Worker	25.76
23391 - Gunsmith I	15.88
23392 - Gunsmith II	18.45
23393 - Gunsmith III	20.81
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.04
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.95
23430 - Heavy Equipment Mechanic	19.79
23440 - Heavy Equipment Operator	19.26
23460 - Instrument Mechanic	25.87
23465 - Laboratory/Shelter Mechanic	19.71
23470 - Laborer	11.04
23510 - Locksmith	18.99
23530 - Machinery Maintenance Mechanic	24.33
23550 - Machinist, Maintenance	20.81
23580 - Maintenance Trades Helper	14.94

23591 - Metrology Technician I	25.87
23592 - Metrology Technician II	26.99
23593 - Metrology Technician III	28.14
23640 - Millwright	21.53
23710 - Office Appliance Repairer	18.99
23760 - Painter, Maintenance	18.99
23790 - Pipefitter, Maintenance	21.38
23810 - Plumber, Maintenance	20.88
23820 - Pncudraulic Systems Mechanic	20.81
23850 - Rigger	20.81
23870 - Scale Mechanic	18.45
23890 - Sheet-Metal Worker, Maintenance	19.95
23910 - Small Engine Mechanic	18.08
23931 - Telecommunications Mechanic I	23.89
23932 - Telecommunications Mechanic II	24.95
23950 - Telephone Lineman	25.52
23960 - Welder, Combination, Maintenance	20.27
23965 - Well Driller	20.81
23970 - Woodcraft Worker	20.81
23980 - Woodworker	15.04
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.65
24580 - Child Care Center Clerk	13.27
24610 - Chore Aide	7.35
24620 - Family Readiness And Support Services Coordinator	13.83
24630 - Homemaker	16.84
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	18.70
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	14.58
25210 - Water Treatment Plant Operator	18.32
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.14
27007 - Baggage Inspector	11.56
27008 - Corrections Officer	19.62
27010 - Court Security Officer	21.18
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	19.62
27070 - Firefighter	20.41
27101 - Guard I	11.56
27102 - Guard II	17.90
27131 - Police Officer I	24.19
27132 - Police Officer II	26.88
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.63
28042 - Carnival Equipment Repairer	12.36
28043 - Carnival Equipment Worker	8.51
28210 - Gate Attendant/Gate Tender	13.90
28310 - Lifeguard	12.38
28350 - Park Attendant (Aide)	15.55
28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	17.83
28630 - Sports Official	12.38
28690 - Swimming Pool Operator	17.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.12
29020 - Hatch Tender	20.12
29030 - Line Handler	20.12
29041 - Stevedore I	18.72
29042 - Stevedore II	21.50
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	40.33

30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.81
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.63
30021 - Archeological Technician I	21.56
30022 - Archeological Technician II	25.47
30023 - Archeological Technician III	30.62
30030 - Cartographic Technician	30.62
30040 - Civil Engineering Technician	30.03
30061 - Drafter/CAD Operator I	21.56
30062 - Drafter/CAD Operator II	24.71
30063 - Drafter/CAD Operator III	27.56
30064 - Drafter/CAD Operator IV	33.10
30081 - Engineering Technician I	20.02
30082 - Engineering Technician II	22.48
30083 - Engineering Technician III	25.15
30084 - Engineering Technician IV	31.09
30085 - Engineering Technician V	38.65
30086 - Engineering Technician VI	46.10
30090 - Environmental Technician	29.96
30210 - Laboratory Technician	23.56
30240 - Mathematical Technician	30.62
30361 - Paralegal/Legal Assistant I	22.52
30362 - Paralegal/Legal Assistant II	27.90
30363 - Paralegal/Legal Assistant III	34.12
30364 - Paralegal/Legal Assistant IV	41.27
30390 - Photo-Optics Technician	30.62
30461 - Technical Writer I	23.21
30462 - Technical Writer II	28.38
30463 - Technical Writer III	34.93
30491 - Unexploded Ordnance (UXO) Technician I	25.63
30492 - Unexploded Ordnance (UXO) Technician II	31.01
30493 - Unexploded Ordnance (UXO) Technician III	37.17
30494 - Unexploded (UXO) Safety Escort	25.63
30495 - Unexploded (UXO) Sweep Personnel	25.63
30620 - Weather Observer, Combined Upper Air Or (see 2)	26.35
Surface Programs	
30621 - Weather Observer, Senior (see 2)	30.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.88
31030 - Bus Driver	17.06
31043 - Driver Courier	14.03
31260 - Parking and Lot Attendant	9.17
31290 - Shuttle Bus Driver	15.28
31310 - Taxi Driver	11.54
31361 - Truckdriver, Light	15.28
31362 - Truckdriver, Medium	18.98
31363 - Truckdriver, Heavy	20.32
31364 - Truckdriver, Tractor-Trailer	20.32
99000 - Miscellaneous Occupations	
99030 - Cashier	10.01
99050 - Desk Clerk	11.72
99090 - Embalmer	23.71
99251 - Laboratory Animal Caretaker I	9.83
99252 - Laboratory Animal Caretaker II	10.71
99310 - Mortician	26.44
99410 - Pest Controller	15.80
99510 - Photofinishing Worker	12.62
99710 - Recycling Laborer	16.46
99711 - Recycling Specialist	20.06
99730 - Refuse Collector	14.67
99810 - Sales Clerk	12.66
99820 - School Crossing Guard	10.96
99830 - Survey Party Chief	20.96
99831 - Surveying Aide	14.35
99832 - Surveying Technician	18.13

99840 - Vending Machine Attendant	12.00
99841 - Vending Machine Repairer	14.41
99842 - Vending Machine Repairer Helper	12.31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month.

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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.

2. AMENDMENT/MODIFICATION NO. P00033	3. EFFECTIVE DATE 05/01/2018	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6); WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6); Washington DC 20536
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN CORECIVIC INC 10 BURTON HILLS BLVD NASHVILLE TN 372156105	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007 10B. DATED (SEE ITEM 13) 04/22/2009
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	52.217-9 Option to Extend the Term of the Contract

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 159734151
 Program Office POC: (b)(6); (b)(7)(C)
 COR: (b)(6); (b)(7)(C)
 Onsite COR: (b)(6); (b)(7)(C)
 Onsite COR: (b)(6); (b)(7)(C)
 Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov
 Contracting Officer: (b)(6); (b)(7)(C)

The purpose of this modification is to exercise the optional line items for the option period 1 May 2018-30 June 2018.

Continued ...
 Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>a. Contract Optional Line Items 9101, 9102, 9103, 9104, 9105, 9106, 9108, and 9110 are exercised and available for ordering on task order.</p> <p>b. All other terms and conditions are unchanged. Exempt Action: Y Sensitive Award: SPII Period of Performance: 04/01/2009 to 06/30/2018</p> <p>Change Item 9101 to read as follows (amount shown is the total amount):</p>				
9101	<p>Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) This amount includes the 750 minimum guarantee stated in the base agreement and is in accordance with the Performance Work Statement. The period of performance runs from May 1, 2018 - June 30, 2018. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 9102 to read as follows (amount shown is the total amount):</p>	(b)(4)			
9102	<p>Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) This amount is in accordance with the Performance Work Statement and the period of performance runs from May 1, 2018 - June 30, 2018. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 9103 to read as follows (amount shown is the total amount):</p>	(b)(4)			
9103	<p>Transportation - Guaranteed Mileage: (b)(4) miles annually. This amount is inclusive of all associated transportation costs and in accordance with the Performance Work Statement. The period of performance runs from May 1, 2018 - June 30, 2018. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 9104 to read as follows (amount shown is the total amount):</p>	(b)(4)			
9104	<p>Transportation - Above the Guaranteed Mileage: At a Rate of (b)(4) Per Mile. This amount is inclusive of all associated transportation costs Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/P00033

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NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	and in accordance with the Performance Work Statement. The period of performance runs from May 1, 2018 - June 30, 2018. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 9105 to read as follows (amount shown is the total amount):				
9105	Detainee Volunteer Wages: At a Rate of (b)(4) per shift. The period of performance runs from May 1, 2018 - June 30, 2018. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 9106 to read as follows (amount shown is the total amount):	(b)(4)			
9106	On Call Post/Guard Services: At a Rate of (b)(4) per hour. The period of performance runs from May 1, 2018 - June 30, 2018. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 9108 to read as follows (amount shown is the total amount):	(b)(4)			
9108	Postage: The estimated annual cost is (b)(4). The period of performance runs from May 1, 2018 - June 30, 2018. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 9110 to read as follows (amount shown is the total amount):				
9110	Detainee Clothing for Transfers: At a rate of (b)(4) per set. The period of performance runs from May 1, 2018 - June 30, 2018. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				

2. AMENDMENT/MODIFICATION NO. P00034	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6)	CODE ICE/DCR
ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6); WASHINGTON DC 20536		ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6); Washington DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN (b)(6); (b)(7)(C) 10 BURTON HILLS BLVD NASHVILLE TN 37215	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007
		10B. DATED (SEE ITEM 13) 04/22/2009
CODE (b)(7)(E)	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	52.217-9 Option to Extend the Term of the Contract

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 159734151
Program Office POC: (b)(6); (b)(7)(C)
COR: (b)(6); (b)(7)(C)
Onsite COR: (b)(6); (b)(7)(C)
Onsite COR: (b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov
Contracting Officer: (b)(6); (b)(7)(C)

The purpose of this modification is to exercise the option to extend the contract two months.

Continued ...
Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)		
	(b)(6); (b)(7)(C)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/P00034

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NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>a. The option to extend the contract term through 31 August 2018 is hereby exercised.</p> <p>b. Contract Optional Line Items 9201, 9202, 9203, 9204, 9205, 9206, 9208, and 9210 are exercised and available for ordering on task order.</p> <p>c. All other terms and conditions are unchanged. Exempt Action: Y Sensitive Award: SPII Period of Performance: 04/01/2009 to 08/31/2018</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00035	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6): WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6): Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN (b)(6); (b)(7)(C) 10 BURTON HILLS BLVD NASHVILLE TN 37215		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE (b)(7)(E)	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007	10B. DATED (SEE ITEM 13) 04/22/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.217 Option to Extend Services... & 52.222-41 Service Contract Act
	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 159734151

Program Office POC: (b)(6); (b)(7)(C)

COR: (b)(6); (b)(7)(C)

Onsite COR: (b)(6); (b)(7)(C)

Onsite COR: (b)(6); (b)(7)(C)

Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov

Contracting Officer: (b)(6); (b)(7)(C)

The purpose of this modification is to incorporate Revised Wage Determination and to exercise the option to extend the contract.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)	
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
HSCEDM-09-D-00007/P00035

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NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>a. The option to extend the contract term through 31 October 2018 is hereby exercised.</p> <p>b. Contract Optional Line Items 9301, 9302, 9303, 9304, 9305, 9306, 9308, and 9310 are exercised.</p> <p>c. Incorporate Wage Determination: No.: 2015-5233 Revision No. 9, Date of Revision: 10 January 2018; effective 1 May 2018.</p> <p>d. In accordance with 52.222-41 Service Contract Act and 52.222-43 Fair Labor Standards Act and Service Contract Act-Price Adjustment paragraph(e), the contractor has up to 30 days after the date this modification is signed by the Contracting Officer to submit any increase or decreases claimed under this clause. Contractor shall use the attached Jail Cost Statement to support any increase or decreases claimed under this clause.</p> <p>e. All other terms and conditions are unchanged. Exempt Action: Y Sensitive Award: SPII Period of Performance: 04/01/2009 to 10/31/2018</p>				

2. AMENDMENT/MODIFICATION NO. P00036	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6); WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6); Washington DC 20536
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN (b)(6); (b)(7)(C) 10 BURTON HILLS BLVD NASHVILLE TN 37215	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007 10B. DATED (SEE ITEM 13) 04/22/2009
--	--

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.217 Option to Extend Services
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 159734151
Program Office POC: (b)(6); (b)(7)(C)
COR: (b)(6); (b)(7)(C)
Onsite COR: (b)(6); (b)(7)(C)
Onsite COR: (b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov
Contracting Officer: (b)(6); (b)(7)(C)

The purpose of this modification is to exercise the option to extend the contract.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
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
HSCEDM-09-D-00007/P00036

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NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>a. The option to extend the contract term through 31 December 2018 is hereby exercised.</p> <p>b. Contract Optional Line Items 9401, 9402, 9403, 9404, 9405, 9406, 9408, and 9410 are exercised.</p> <p>c. All other terms and conditions are unchanged. Exempt Action: Y Sensitive Award: SPII Period of Performance: 04/01/2009 to 12/31/2018</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00037	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6); WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6); Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN (b)(6); (b)(7)(C) 10 BURTON HILLS BLVD NASHVILLE TN 37215		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE (b)(7)(E)	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007	10B. DATED (SEE ITEM 13) 04/22/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.217 Option to Extend Services and 52.222-41 Service Contract Act
	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 159734151

Program Office POC: (b)(6); (b)(7)(C)

COR: (b)(6); (b)(7)(C)

Onsite COR: (b)(6); (b)(7)(C)

Onsite COR: (b)(6); (b)(7)(C)

Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov

Contracting Officer: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to exercise the option to extend the contract.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)	
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
HSCEDM-09-D-00007/P00037

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NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>a. The option to extend the contract term from January 1, 2019 through February 28, 2019 is hereby exercised.</p> <p>b. Contract Optional Line Items 9501, 9502, 9503, 9504, 9505, 9506, 9508, and 9510 are exercised.</p> <p>c. Incorporate Wage Determination: No.: 2015-5233 Revision No. 10, Date of Revision: 10 January 2018; effective 6 August 2018.</p> <p>d. In accordance with 52.222-41 Service Contract Act and 52.222-43 Fair Labor Standards Act and Service Contract Act-Price Adjustment paragraph(e), the contractor has up to 30 days after the date this modification is signed by the Contracting Officer to submit any increase or decreases claimed under this clause. Contractor shall use the attached Jail Cost Statement to support any increase or decreases claimed under this clause.</p> <p>e. All other terms and conditions are unchanged. Exempt Action: Y Sensitive Award: SPII Period of Performance: 04/01/2009 to 02/28/2019</p>				

2. AMENDMENT/MODIFICATION NO. P00038	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6); WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6); Washington DC 20536	CODE ICE/DCR

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN (b)(6); (b)(7)(C) 10 BURTON HILLS BLVD NASHVILLE TN 37215	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007
		10B. DATED (SEE ITEM 13) 04/22/2009
CODE (b)(7)(E)		FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1, Changes
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 159734151
Program Office POC: (b)(6); (b)(7)(C)
COR: (b)(6); (b)(7)(C)
Onsite COR: (b)(6); (b)(7)(C)
Onsite COR: (b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov
Contracting Officer: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this bilateral modification is to extend the period of performance from 01 March 2019 through 17 March 2019, at no additional cost to the Government.
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
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
HSCEDM-09-D-00007/P00038

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NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions are unchanged. Period of Performance: 04/01/2009 to 03/17/2019				

SECTION I - GENERAL INFORMATION

Instructions: Provide the name of jail, street address, city, state, zip, contact email address and phone number in a the "yellow" shaded fields.

Name of Jail:	Houston Processing Center
Physical Address of Jail Street:	15850 Export Plaza Drive
City, State, ZIP	Houston, Texas, 77032
Email Address:	(b)(6); @corecivic.com
Phone Number:	(b)(6): (b)(7)(C)

SECTION II - FINANCIAL DATA SUMMARY

Instructions: Provide the time frame of the current proposed period from and to dates in the "yellow" shaded fields. Other fields will self populated once the other tabs have been completed.

A. Time Frame (Fiscal Year) 2017-2018	From:	To: (Month/Year):	
	(Month/Year):		
	January 2017	December 2017	

	Proposed Cost	Prior Year 1 Cost	Prior Year 2 Cost
B. Total Personnel Costs (Schedule B - Part I)	\$	(b)(4)	(b)(4)
C. Total Personnel Benefits (Schedule B - Part II)	\$	(b)(4)	(b)(4)
D. Total Consultants and Contract Service (Schedule C)	\$	(b)(4)	(b)(4)
E. Other Direct Operating Costs (Schedule D)	\$	(b)(4)	(b)(4)
F. Indirect Costs (Schedule E)*	\$	(b)(4)	(b)(4)
<i>*A certified cost allocation plan must be submitted if reimbursement for indirect costs are requested.</i>			
G. Equipment Depreciation Costs (Schedule F)	\$	(b)(4)	(b)(4)
H. Building Depreciation Costs (Schedule G)	\$	(b)(4)	(b)(4)
I. Total Operating Costs	\$	(b)(4)	(b)(4)
J. Profit or Fee (Schedule H)	\$	(b)(4)	(b)(4)
K. Interest (Schedule J)	\$	(b)(4)	(b)(4)
Total Price	\$	(b)(4)	(b)(4)
DETAINEE PER DIEM RATE	\$	(b)(4)	(b)(4)
L. Transportation (Schedule L)	\$	(b)(4)	(b)(4)

(*Total operating cost for proposed, prior year 1, and prior year 2 fiscal year dividing each by 365, then divided by the total average daily jail population for each period)

SECTION III DETAINEE POPULATION INFORMATION

Instructions: Provide the following information: (1) the detainee capacity of the facility for male, female, and juvenile (2) the expected average population for the proposed year (3) the actual average daily population for the past two years Complete only the "yellow" shaded fields.

Time Frame of Detainee Information (Must correspond with time frame Section II/A) FROM: (Month/Year) 1/1/2017 To: (Month/Year) December 12/31/2017
 January 2017 2017

Detainee Capacity of Facility			
Male	Female	Juvenile	TOTAL
1000	0	0	1000
0			0.00
Adjusted Total			1000

Proposed - Average Daily Population				
Type of Detainee	Male	Female	Juvenile	TOTAL
Federal	930	0	0	930
Local	0	0	0	0
State	0	0	0	0
Total	930	0	0	930

Prior Year 1 - Average Daily Population				
Type of Detainee	Male	Female	Juvenile	TOTAL
Federal	942	0	0	942
Local	0	0	0	0
State	0	0	0	0
Total	942	0	0	942

Prior Year 2 - Average Daily Population				
Type of Detainee	Male	Female	Juvenile	TOTAL
Federal	857	0	0	857
Local	0	0	0	0
State	0	0	0	0
Total	857	0	0	857

SECTION IV - PER DIEM

Instructions: The proposed per diem will self populated based on information imputed on the other tabs.

Proposed Per Diem Rate for Detainee: (b)(4)

SECTION V - LOCAL GOVERNMENT CONTACT

Instructions: Provide the name of the individual authorized to represent and act for the local government in the jail day rate negotiations. Include the name, department/office, title, phone, email, street, city, state, and zip. At the bottom of this form the authorized representative must sign, date the form, provide the name of the signer, and title in the "yellow" shaded fields.

NAME:	DEPARTMENT/OFFICE:	
(b)(6);		
TITLE:	STREET:	
Vice President, Treasury, Tax	10 Burton Hills Blvd	
PHONE:	CITY:	
(b)(6);	Nashville	
EMAIL ADDRESS:	STATE:	ZIP:
(b)(6); @corecivic.com	TN	37215

SECTION VI - CERTIFICATION STATEMENT

Instructions: The authorized representative must sign, date the form, provide the name of the signer, and title.

This is to certify that, to the best of my knowledge and belief, the data furnished in Schedules B through L are accurate, complete and current, and do not include any unallowable costs prohibited by OMB Circular No. A-87 (Cost Principles for State and Local Governments) or any cost not related to the jail facility as discussed on the Cost Sheet for Detention Services). The records of this agency are available for review and audit by the authorized representative of the U.S. Government to verify any jail per diem rate negotiated

Signature:	(b)(6); (b)(7)(C)	Date:	6/2/2017
Name:	(b)(6);	Title:	Vice President, Treasury, Tax

SCHEDULE B
PART I - PERSONNEL COSTS
(Direct Costs - Personnel Supporting Detention Facility)

Instructions: List only those positions directly involved in jail operations and benefiting federal inmates. Any "yellow" field in a row where a labor category is proposed must be completed. If its not applicable, "not applicable" must be noted in the field. Prior year cost information must be completed for each labor category where costs were incurred. Any proposed costs that are significantly higher the prior years costs need to be thoroughly explained and supported by providing such things as payroll information.

Labor Description	SCA/CBA Reference	CBA/SCA Wage Rate	Full Time or Part Time	Annual Salary Cost \$	Number of Positions	Proposed Salary Cost	Prior Year 1 Salary Costs	Prior Year 2 Salary Costs	Average of Years	Difference from Proposed	% Difference, Red Cells require supporting documentation
ACCOUNTING CLERK			(b)(4)								
ADMINISTRATIVE CLERK											
ASSISTANT SHIFT SUPERVISOR											
ASSISTANT WARDEN											
BOOKKEEPER											
CASE MANAGER											
CHAPLAIN											
CHIEF OF SECURITY											
CHIEF OF UNIT MANAGEMENT											
CLASSIFICATION COORDINATOR											
CLASSIFICATION OFFICER											
COMMISSARY CLERK											
CORRECTIONAL COUNSELOR											
DETENTION OFFICER											
HUMAN RESOURCES ASSISTANT											
HVAC MECHANIC											
INVESTIGATOR											
MAILROOM CLERK											
MAINTENANCE SUPERVISOR											
MAINTENANCE WORKER											
MANAGER, HUMAN RESOURCES											
MANAGER, LEARNING AND DEVELOPMENT											
MANAGER, OPERATIONS FINANCE											
MANAGER, QUALITY ASSURANCE											
PERSONNEL INVESTIGATOR											
RECORDS CLERK											
RECREATION COORDINATOR											
RECREATION SUPERVISOR											
SAFETY MANAGER											
SECRETARY II											
SHIFT SUPERVISOR											
SR DETENTION OFFICER											
UNIT MANAGER											
WARDEN											
WAREHOUSE WORKER											
Total Labor Cost						(b)(4)					
FICA Costs - 7.65%											
Total Personnel Costs											

SCHEDULE B
PART II - PERSONNEL COSTS

(Direct Costs - Personnel Supporting Detention Facility)

Instructions: Provide name of retirement plans (i.e. N.Y.S. employees retirement system), insurance plans (i.e. Blue Cross/Blue Shield), or unemployment insurance contribution plans for positions listed in Schedule B - Part 1).

Description	SCA/CBA Reference, if applicable	CBA/SCA Wage Rate, if applicable	Full Time or Part Time	Number of Employees Participating	Total Salary Base	Employer Contribution	Annual Cost	Prior Year 1 Costs	Prior Year 2 Costs
1. Retirement Program(s)									
a. Defined Benefit Plan									
b. Defined Contribution Plan: 401K						(b)(4)			
2. Insurance program(s)									
a. Health Insurance			(b)(4)		\$ -		(b)(4)		
b. Life Insurance					\$ -				
c. Auto Liability Insurance					\$ -				
d. Short-Term Disability Insurance					\$ -				
e. AD&D Insurance					\$ -				
3. Other Employee Contribution Plan(s)									
a. Workers Compensation			(b)(4)		\$ -		(b)(4)		
b. Unemployment Taxes					\$ -				
Total Benefits Cost:							(b)(4)		

SCHEDULE D
Other Direct Jail Operating Costs

Instructions: List only those costs associated with the operation of the jail that directly benefit federal inmates for the proposed year and the last two years. Costs associated with local court and law enforcement activities are not allowable costs for the purpose of determining facility operating costs (Please use Schedule F for equipment over \$5,000.) . Any proposed costs that are significantly higher than the prior years costs need to be thoroughly explained and supported by providing such things as detailed financial information or copies of new contracts.

Type of Service	Annual Cost			Average of Years	Difference from Proposed	% Difference
	Proposed Costs	Prior Year 1 Costs	Prior Year 2 Costs			
Food and Kitchen Supplies	(b)(4)					
Property Taxes						
Repairs & Maintenance						
Risk Management						
Operating Supplies and Detainee Welfare						
Other Staff Related Charges						
Utilities						
Medical						
Income Taxes						
Texas Gross Margin Tax						
Capital Charge						
	(b)(4)					

**SCHEDULE E
COST ALLOCATION PLANS/INDIRECT COST PROPOSALS**

Instructions: State and Local Governments, if you intend to claim central service costs you must provide a cost allocation plan. See OMB Circular A-87, Attachment C. Similarly, if you intend to claim indirect costs you must provide an indirect cost proposal. An indirect cost is any cost not directly identified with a single, final cost objective and is not subject to treatment as a direct cost. See OMB Circular A-87, Attachment E. *A certified cost allocation plan must be submitted if reimbursement for indirect costs are requested. Private Company, proposed indirect costs must be supported by financial information showing the basis for the rate calculations.

(A) Type of Service Provided	(B) Organization Providing Service	(C) No. of Employees Involved	(D) Total Cost of Salaries and Benefits	(E) % of Time Spent in Support of Jail Operations	(F) Allowable Indirect Cost (D) x (E) = (F)
1. State and Local Governments					
See Cost Allocation Plan to Detention		-	\$ -	0.00%	\$ -

Indirect Costs

Alloc. Vehicle Costs		-	\$ -	0.00%	\$ -
Alloc. Technology		-	\$ -	0.00%	\$ -
Alloc. Insurance		-	\$ -	0.00%	\$ -
Alloc. Technology		-	\$ -	0.00%	\$ -
Alloc. Prem & equip.		-	\$ -	0.00%	\$ -
All other Alloc. To Sheriff's Office		-	\$ -	0.00%	\$ -
Facilities maintenance		-	\$ -	0.00%	\$ -
Other		-	\$ -	0.00%	\$ -
Other		-	\$ -	0.00%	\$ -
Other		-	\$ -	0.00%	\$ -
Other		-	\$ -	0.00%	\$ -
Other		-	\$ -	0.00%	\$ -

(A) Description of Indirect Rate	(C) Proposed Rate			(D) Total Proposed Cost Pool	(E) Total Indirect Costs Proposed
		Prior Year 1 Rate	Prior Year 2 Rate		

2. Private Companies

General and Administration Rate	(b)(4)				
Other	0%	0%	0%	\$ -	\$ -
Other	0%	0%	0%	\$ -	\$ -
Other	0%	0%	0%	\$ -	\$ -
Other	0%	0%	0%	\$ -	\$ -
Other	0%	0%	0%	\$ -	\$ -

Grand Total 1 and 2:

(b)(4)

**SCHEDULE F
Equipment Costs**

Instructions: A listing of equipment that is in the current approved jail operating budget for this contract period may be provided and/or attached to this worksheet for full purchase value consideration. If equipment is depreciated, show total acquisition amount and method used by state, country or city in calculating depreciation. Treatment of these costs must be consistent with local government's method. Any proposed costs that are significantly higher than the prior years costs need to be thoroughly explained and supported through copies of such thing as paid invoices or contracts.

Facility Description	Date Place into Service	Acquisition Value	Residual Value	Depreciable Basis	Life Years	Annual Depreciation Proposed	Prior Year 1 Depreciation Expense	Prior Year 2 Depreciation Expense
Furniture, Fixtures & Equipment (Inclusive of Computer Hardware/Software, Education, Electronic and Photo, Medical, Kitchen, Vehicles, Office, Household, Law Enforcement, Recreational, Laundry and Maintenance & Janitorial Equipment).	Various			(b)(4)				
Total:		\$ -	\$ -	(b)(4)				

**SCHEDULE G
Building Depreciation**

Instructions: Provide an explanation of method used by state, county or city to depreciate buildings. Show date of construction; cost of construction (cost of land/site is not allowable); numbers of years in depreciation cycle. Note that federal assistance revenues used for building construction are considered offsetting revenues and are to be subtracted from cost of construction. Treatment of these costs must be consistent with local government's method. If claiming debt service arising from construction or renovation of a facility, please specify in "other" below. Any proposed costs that are significantly higher than the prior years costs need to be thoroughly explained and supported through copies of such thing as paid invoices or contracts.

Facility Description	Date Place into Service	Acquisition Value	Residual Value	Depreciable Basis	Life Years	Annual Depreciation Proposed	Prior Year 1 Depreciation Expense	Prior Year 2 Depreciation Expense
Main Building	1984			(b)(4)				
Total:		\$ -	\$ -	(b)(4)				

Property and equipment are carried at cost. Betterments, renewals and significant repairs that extend the life of an asset are capitalized; other repair and maintenance costs are expensed. Depreciation is computed over the estimated useful lives of depreciable assets using the straight-line method. Useful lives for property and equipment are as follows:

Land improvements	5 — 20 years
Buildings and improvements	5 — 50 years
Equipment and software	3 — 5 years
Office furniture and fixtures	5 years

SCHEDULE H

Profit or Fee Calculation

Instructions: The measurement base self populates from the inputs on the other tabs. Provide a assigned rating for each of the expense categories listed within the ranges listed. For example put a percentage between 5% to 15% based on level of risk associated in that area. Complete only the "yellow" highlighted fields.

Part 1 - Contractor Effort	Measurement Base	Profit Ranges	Assigned Rating	Profit/Fee
a. Personnel Costs.	(b)(4)			
b. Personnel Benefits				
c. Consultants and Contract Services				
d. Other Direct Operating Costs				
e. Indirect Costs				
f. Equipment Depreciation Costs				
d. Building Depreciation Costs				
PART II - Cost Risk	(b)(4)			
			Overall Profit Rate	Total Profit/Fee
TOTAL PROFIT/FEE OBJECTIVE	(b)(4)			

SCHEDULE L Transportation

Instructions: Provide the following information: (1) type of vehicle being used (2) the proposed rate per mile (3) the proposed mileage. Complete only the "yellow" shaded fields. Prior year cost information must be completed for each category where costs were incurred. Any proposed costs that are significantly higher than the prior years costs need to be thoroughly explained and supported by providing back-up documentation to demonstrate where the higher costs are incurred.

Type	Rate (per mile)	Mileage	Annual Cost	Annual Cost Prior Year 1	Annual Cost Prior Year 2
Transportation & Other Services			(b)(4)		
Transportation Reimbursement					
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -

Total For Transportation

(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00017	3. EFFECTIVE DATE See Block 16	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY ICE Detention Management Contracts Immigrations and Customs Enforcement/ Office of Acquisition Management 801 I Street NW (b)(6); Washington, DC 20536	CODE	7. ADMINISTERED BY (IF OTHER THAN ITEM 6) ICE Detention Management Contracts Immigrations and Customs Enforcement/ Office of Acquisition Management 801 I Street NW (b)(6); Washington, DC 20536	CODE	ICE/DM/DC
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and Zip Code) Correction Corporation of America (CCA) 10 Burton Hills Blvd. Nashville, TN 37215		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007		
CODE: (b)(7)(E)		FACILITY CODE:		
		10B. DATED (SEE ITEM 11) 04/22/2009		

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;
- (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 you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If Required)
See Schedule

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties

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

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

The purpose of this modification is to incorporate ICE 2011 Performance Based Detention Standard 2.11 - Sexual Abuse and Assault Prevention and Intervention.

Should there be a conflict between this standard and any other term and condition of the agreement identified in Block 10A on this modification, you are to contact the Contracting Officer for clarification.

All other terms and conditions remain unchanged.

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.

(b)(6); (b)(7)(C)	Vice President	(b)(6); (b)(7)(C)	16C. DATE SIGNED 10/25/12
(b)(6); (b)(7)(C)	Assistant Dir. SIGNED 10/19/12	(b)(6); (b)(7)(C)	

SECTION C
PERFORMANCE WORK STATEMENT

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I. INTRODUCTION

A. Background

The United States Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE) is responsible for the detention, health, welfare, transportation, and deportation of detainees in removal proceedings, and those subject to final order of removal from the United States. ICE houses detainees in Contract Detention Facilities (CDF) and other federal, state, local, and private facilities.

B. Mission

The mission of the Detention and Removal Operations (DRO) Program is the planning, management, and direction of broad programs relating to the supervision, detention, and deportation of detainees who are in the United States illegally. These activities are chiefly concerned with the processing and enforcement of departure from the United States of detainees who have entered illegally or have become removable after admission.

In implementing its mission, DRO is responsible for carrying out all orders for the required departure of detainees handed down in removal proceedings, or prior thereto, and arranging for detention of detainees when such detention becomes necessary.

C. Scope of Work

Performance

In housing detainees, the Contractor is required to perform in accordance with the most current editions of the ICE Performance Based National Detention Standards, American Correctional Association (ACA), Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, latest edition, National Commission on Correctional Health Care (NCCHC), and state and local laws on firearms for all locations. Some ACA standards are augmented by ICE policy and/or procedure. In cases where other standards conflict with DHS/ICE Policy or Standards, DHS/ICE Policy and Standards prevail. ICE Inspectors will conduct periodic and unscheduled inspections of the facilities to assure compliance of the aforementioned standards. In addition, the Contractor shall provide full and complete cooperation for any request or investigation conducted by the Government.

Detainees are classified as High (Level 3), Medium (Level 2), or Low Risk (Level 1). The Contractor shall be responsible for detainee record keeping services and personal property. The Contractor will create and update the records and the Contractor will also store the records. All records will remain the property of the U.S. Government.

D. Explanation of Terms/Acronyms

1. ACA: American Correctional Association.
2. ALDF: Adult Local Detention Facilities.
3. ADMINISTRATIVE CONTRACTING OFFICER (ACO): ICE employee responsible for contract compliance, contract administration, cost control, and reviewing COTR's assessment of Contractor's performance.
4. 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.
5. ALIEN: Any person who is not a citizen or national of the United States.
6. BOOKING: It is a procedure for the admission of an ICE detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the individual's accompanying personal property.
7. 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.
8. 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.
9. CONTRACTOR: The entity, which provides the services, described in this Performance Work Statement.
10. 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.
11. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR): An employee of the Government responsible for monitoring all technical aspects and assisting in administering the contract.
12. 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.
13. DEPARTMENT OF HOMELAND SECURITY: A department of the United States Government, which includes U.S. Immigration and Customs Enforcement (ICE).

14. DEPARTMENT OF JUSTICE: A department of the United States Government, which includes the Executive Office of Immigration Review (EOIR), the Federal Bureau of Investigation (FBI), and the Federal Bureau of Prisons (BOP), and the U.S. Marshals Service (USMS).
15. DESIGNATED SERVICE OFFICIAL: An employee of U. S. Immigration and Customs Enforcement designated in writing by ICE Officer-In-Charge (OIC) to represent ICE on matters pertaining to the operation of the facility.
16. 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.
17. DETAINEE RECORDS: Information concerning the individual's personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to:
 1. Detainee, Personal Property
 2. Receipts, Visitors List, Photographs
 3. Fingerprints, Disciplinary Infractions
 4. Actions Taken, Grievance Reports, Medical
 5. Records, Work Assignments, Program Participation
 6. Miscellaneous Correspondence, etc.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.

23. FACILITY: The physical plant and grounds in which the Contractor's services are operated.
24. 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.
25. 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).
26. GRIEVANCE: A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.
27. 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.
28. LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.
29. MEDICAL RECORDS: Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. The following information from these records shall be transferred to the detainee record: date and time of all medical examinations; and, copies of standing or direct medical orders from the physician to the facility staff.
30. 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.
31. ON CALL/REMOTE CUSTODY OFFICER POST: These posts shall be operated on demand by the COTR or ICE-designee and shall include, but is not limited to, escorting and custody of detainees for hearings, ICE interviews, and any other location requested by the COTR.
32. POLICY: A definite written course or method of action, which guides and determines present and future decisions and actions.
33. PROCEDURE: The detailed and sequential actions that must be executed to ensure that a policy is implemented. It is the method of performing an operation or a manner of proceeding on a course of action. It differs from a policy in that it directs action required to perform a specific task within the guidelines of that policy.

34. QUALIFIED HEALTH PROFESSIONAL: Physicians, dentists, and other professional and technical workers who by state law engage in activities that support, complement or supplement the functions of physicians and/or dentists who are licensed, registered, or certified, as appropriate to their qualifications, to practice.
35. 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.
36. RESTRAINT EQUIPMENT: This includes but is not limited to: handcuffs, belly chains, leg irons, straight jackets, flexi cuffs, soft (leather) cuffs, and leg weights.
37. SAFETY EQUIPMENT: This includes but is not limited to fire fighting equipment, i.e., chemical extinguisher, hoses, nozzles, water supplies, alarm systems, portable breathing devices, gas marks, fans, first aid kits, stretchers and emergency alarms.
38. 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.
39. 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.
40. SECURITY PERIMETER: The outer portions of a facility, which actually provide for secure confinement of detainees.
41. STANDING MEDICAL ORDERS: Written orders, by a physician, to medical personnel for the definitive treatment of identified minor, self-limiting conditions and for on-site treatment of emergency conditions.
42. 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.
43. 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.
44. WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (MACE), and nightsticks.

II. GENERAL REQUIREMENTS

A. Introduction

This Performance Work Statement (PWS) sets forth the contract performance requirements for the management and operation of a Contractor-owned/Contractor-operated detention facility for federal detainees. The Department of Homeland Security (DHS) component, U.S. Immigration and Customs Enforcement (ICE) will award a contract of such to house detainees.

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

An existing facility shall be provided to accommodate at a minimum (b)(7)(C) general housing-type beds for male or female detainees at a single facility. Male and female population will be based on ICE operational needs or requirements. The facility shall include a special housing unit (segregation) with a capacity of at least 2.5 percent of the general housing-type capacity. It should be noted that the 2.5 percent special housing unit is in addition to the general housing-type beds required. Further, a short stay unit (medical housing unit) minimum of (b)(7)(C) beds is in addition to the general housing-type capacity and the 2.5 percent special housing.

The facility shall be located within a 25 mile radius of the Intercontinental Airport Houston (IAH) located at 2800 North Terminal Road, Houston, TX 77032. The facility shall be located within appropriate proximity and access to emergency services (medical, fire protection, law enforcement, etc.).

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

Within 30 days of contract award, the Contractor shall notify the Contracting Officer (CO) that the facility is ready to begin accepting detainees. This may occur earlier at the request of the Contractor, but only if ICE determines the Contractor is capable of accepting detainees.

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

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

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

B. General

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

1. Post Orders
2. General Directives
3. American Correctional Association (ACA) Standards for Adult Local Detention Facilities (most current edition) and the most recent copy of the supplement issued every two years. A copy is obtainable for purchase through the Internet website.
[HTTP://www.aca.org/store/bookstore/](http://www.aca.org/store/bookstore/)
4. ICE/DHS Officer's Handbook – Note that the Officer's Handbook is in the process of being changed from INS to ICE. All ICE materials will supersede any INS materials.
5. The ICE/DHS Performance Based National Detention Standards – A copy is obtainable on the Internet website <http://www.ice.gov/partners/dro/PBND/index.htm>. Note that the Performance Based National Detention Standards are in the process of being changed from INS to ICE. All ICE materials will supersede any INS materials.
6. State and local laws governing usage of firearms.
7. All other regulations provided to the Contractor by the authority of the Contracting Officer.
8. Accomplishments of some ACA standards are augmented by DHS/ICE policy and/or procedure. In these instances, the SOW identifies and provides direction for the enhanced requirements. In cases where other standards conflict with DHS/ICE policy or standards, DHS/ICE policy and standards prevail.

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

The COTR does not have the authority to modify the stated terms of the contract, or approve any action that would result in additional charges to the Government. The CO shall make all modifications in writing.

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.

The Contractor shall obtain ACA accreditation within 12 months of NTP and shall maintain continual compliance with applicable ACA standards and supplements during the performance of the contract, unless otherwise specified by the CO. Once full accreditation has been obtained, the Contractor shall maintain this accreditation throughout the life of the contract, inclusive of any option periods exercised.

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

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

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

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

The Contractor shall comply with all statutes, regulations, and guidelines from the National Archives and Records Administration. Records and information management functions are required and mandated by the following laws and regulations: Chapters 21, 29, 31, and 33 of Title 44, United States Code; 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, removing, or improperly handling or releasing federal records are addressed in Chapters 37 and 101 of Title 18, United States Code.

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

any and all costs, expenses and attorneys fees incurred as a result of any such claim, demand, cause of action, judgment or liability, including those costs, expenses, and attorneys' fees incurred by the United States Government and its employees or agents.

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

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

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

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

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

C. Exclusivity

The Contractor agrees that the facility is to be for the exclusive use of ICE and its detainee population. No other agency will be allowed to use the facility to house its detainees, prisoners, or inmates without prior approval of the Contracting Officer with input from the Contracting Officer's Technical Representative. If given approval, a separate bed day rate shall be negotiated with the other agency and ICE shall not be responsible for payment related to beds used by another agency. The other agency will be separately invoiced for the beds it uses. The duration of the use of beds will be determined on a case by case basis.

D. Quality Control

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

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

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

E. Quality Assurance (QA)

ICE will develop the Quality Assurance Surveillance Plan (QASP) pursuant to the requirements of the PWS. The QASP sets forth the procedures and guidelines that ICE will use to inspect the technical performance of the Contractor. It presents the financial values and mechanisms for applying adjustments to the Contractor's invoices as dictated by work performance measured to the desired level of accomplishment.

1. The purpose of the QASP is to:
 - a. Define the types of work to be performed.
 - b. Describe the evaluation methods that will be employed by the Government in assessing the Contractor's performance.
 - c. Describe the process of performance documentation.
2. Roles and Responsibilities of Participating Government Officials
 - a. The COTR(s) will be responsible for monitoring, assessing, recording, and reporting on the technical performance of the Contractor on a day-to-day basis. The COTR(s) will have primary responsibility for completing "Quality Assurance Surveillance Forms" to document their inspection and evaluation of the Contractor's work performance.

- b. The Administrative Contracting Officer (ACO) or designee has overall responsibility for evaluating the Contractor's performance in areas of contract compliance, contract administration, and cost and property control. The CO shall review the COTR's evaluation of the Contractor's performance and invoices. If applicable, deductions or with-holdings will be assessed in accordance with the evaluation of the Contractor's performance, e.g., monetary adjustments for inadequate performance.

F. 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 or with-holdings 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.

G. Inspection by Regulatory Agencies

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

H. Performance Evaluation Meetings

The Contractor's representatives shall meet with the COTR(s) and/or ICE-designee on a regular basis as determined necessary by the Government. These meetings will provide a management level review and assessment of Contractor performance, a discussion and resolution of problems.

I. Contractor's Employee Manual

The Contractor shall provide an Employee Manual, which, at a minimum, addresses the following:

1. Organization
2. Recruiting procedures
3. Opportunities for Equal Employment
4. Qualifying for jobs, job descriptions, responsibilities, salaries, and fringe benefits
5. Screening employees for illegal drug use
6. Holidays, leave, and work hours

7. Personnel records, employee evaluations, promotion, and retirement
8. Training
9. Standards of conduct, disciplinary procedures, and grievance procedures
10. Resignation and termination
11. Employee-management relations
12. Security, safety, health, welfare, and injury incidents

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

J. ICE Operations Manual

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

K. Facility Staffing Plan and Key Personnel

The Contractor shall provide a staffing plan that addresses at a minimum the staffing requirements and key personnel to be employed in connection with this contract as outlined in the PWS. The Contractor shall staff the post-positions in accordance with the Contractor-submitted and Government-acknowledged Contractor Staffing Plan. 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% of ICE-approved staffing plan.

Each month, the Contractor shall submit to the COTR the current average monthly vacancy rate, and indicate any individual positions that have been vacant more than 120 days. Failure to fill any individual position within 120 days of the vacancy may result in a deduction or with-holding from the monthly invoice. ICE may calculate the deduction retroactive to day one of the vacancy, excluding the days for ICE's conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted.

1. Minimum Staffing Requirements

The Contractor shall fully staff the facility to secure, control, and supervise detainees in custody regardless of the detainee population. The Contractor shall ensure daily Detention Officer Assignment rosters, by shift, for the duration of the contract. The assignment rosters shall indicate the number of staff, job titles, names, hours, and days of

work for each post. The daily roster shall be posted 24 hours in advance. Shift rosters must be provided to the COTR on a daily basis. The Contractor shall provide a minimum of (b)(7) Detention Officer on each post.

2. Supervisory Staffing

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

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

3. Key Personnel

The Contractor shall provide resumes for key personnel to the Government as a part of the contract solicitation process. The Contracting Officer shall provide written approval before any employee is assigned to perform duties under this contract. The Contractor shall have key personnel employed and on site before the Contractor can begin contract performance. Any subsequent changes to key personnel must meet these criteria and be approved in writing by the Contracting Officer. The following are considered key personnel for the contract. The Contractor may use other titles.

- a. **Warden/Facility Director.** The Warden/Facility Director shall hold an accredited bachelor's degree in an appropriate discipline, have at least five years of related administrative experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The degree requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- b. **Assistant Warden/Assistant Facility Director.** The Assistant Warden/Assistant Facility Director shall hold an accredited bachelor's degree in an appropriate discipline, have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The degree requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree. The official

holding this position, even in an acting capacity, shall meet ACA requirements.

- c. Chief of Security.** The Chief of Security shall hold an accredited bachelor's degree in an appropriate discipline, have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for leading security requirements for a secure detention/correctional facility. The degree requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree.
- d. Supervisory Detention Officers.** Supervisors must have a minimum of one year of experience as a detention officer and two years of successful experience in field supervision (civilian community law enforcement, commercial or industrial guard service, or security service supervisory positions). The two-year requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the basic requirement. The degree requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree.
- e. Training Officers.** Certified instructors shall conduct all instruction and testing of Contract personnel. A state or national level recognized institution certification of instructors is mandatory unless otherwise approved in writing by the COTR. Certification of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COTR must approve the instructor prior to any training.
- f. Quality Assurance Manager.** The Quality Assurance Manager shall hold an accredited bachelor's degree in an appropriate discipline, or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The degree requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree.
- g. Corporate Security Officer.** The Corporate Security Officer shall hold an accredited bachelor's degree in an appropriate discipline, or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for securing a detention/correctional facility. The individual will interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

To establish and maintain a congenial line of communication with the Contractor, a Contractor's Warden/Facility Director and the COTR shall work together as a team to ensure that required work is accomplished in an efficient and proper manner. There should be no hesitation to call special meetings to discuss and resolve serious problems.

4. Organizational Chart

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

L. Employee Standards

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

M. Training Program

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

N. Housing, Health and Medical Care, and Transportation

The Contractor shall provide detention services, to include detainee welfare, transportation, and record keeping services for ICE, in support of the detention and removal process.

1. Detention Site Standards

The Contractor shall ensure that detention sites conform to ACA and ICE Performance Based National Detention Standards. A fire and emergency plan shall exist and shall be aggressively managed. The Contractor shall ensure facilities conformance to the following:

- a. Be clean and vermin/pest free.
- b. Have a suitable waste disposal program.

- c. The Contractor shall distribute suitable linens (sheets, pillow cases, towels, etc.). Launder and change linens per ICE Performance Based National Detention Standards.
- d. The Contractor shall distribute appropriate clean blankets.
- e. The Contractor shall ensure fire and emergency exits remain unimpeded to permit prompt evacuation of detainees and staff members in an emergency.
- f. The Contractor shall distribute articles of personal hygiene (e.g., soap, toothbrush, toothpaste, comb, toilet paper, shaving equipment, and female sanitary items).

For safety, security, and sanitation purposes, an inspection of the detainee housing areas shall be conducted by an Officer (b)(7)(E) [redacted]. The inspection shall be logged into the security logbook and be available for review by the COTR or Alternate COTR.

All locks, windows, walls, floors, ventilators, covers, access panels, and doors shall be checked daily for operational wear and detainee tampering. The Contractor shall take immediate action to repair all defective equipment.

The facility shall be subject to periodic and random inspections by the COTR, Alternate COTR, or other officials to insure compliance with ICE Performance Based National Detention Standards. Deficiencies shall be immediately rectified or a plan for correction submitted by the Contractor to the COTR for approval.

2. Health and Medical Care

The Contractor shall comply with written policies and procedures for appropriately addressing the health needs of detainees in ICE custody. Written policies and procedures shall include, but not be limited to, the following:

- a. Policies and procedures for accessing 24-hour emergency medical care for ICE detainees.
- b. Policies and procedures for prompt summoning of emergency medical personnel.
- c. Policies and procedures for evacuation of detainees, if deemed necessary by qualified medical personnel.
- d. Policies, procedures, and post procedures for duty officers to ensure that medical emergencies are recognized and promptly attended to.
- e. The Contractor shall notify the COTR and/or Alternate COTR of all detainee requests for the need of medical treatment. These requests shall be addressed with urgency.

3. Medical Services

Medical Services shall be provided by Division of Immigration Health Services (DIHS) and not the Contractor.

Contractor shall transport detainees to the hospital or other medical facilities, as needed and/or requested by DIHS personnel, at no additional expense to the Government.

- a. DIHS will be responsible for providing all health care services provided under control for detained aliens in the custody of DHS. DIHS shall provide medical coverage at the facility no less than 24 hours per day, seven days per week.
- b. DIHS will provide, control, and administer all prescribed and over-the-counter medications.
- c. The Contractor shall provide security with a minimum of a staff of one at all times. The Contractor shall coordinate and escort detainees to the medical units for sick call, appointments and pill line. Note: Optimum functioning of health services depends on a continuous flow of patients to and from the clinic with an average of one patient per provider every 10 minutes. Throughput for a clinic of this size could be as high as 250 patients per day. Escort personnel will have to be assigned accordingly.
- d. The Contractor is responsible for transporting detainees to the hospital and outside medical appointments as needed.
- e. The Contractor shall provide the detainees written instructions for gaining access to health care services. Procedures shall be explained to all detainees in the detainees' native language, and orally to detainees' who are unable to read, in accordance with Subsection 2 paragraph C. The detainee shall similarly be provided instructions and assistance in personal hygiene, dental hygiene, grooming and health care. It shall be made routinely available.
- f. DIHS shall provide for medical screening upon arrival at the facility performed by health care personnel or health trained personnel.
- g. When communicable or debilitating physical problems are suspected, the detainee shall be separated from the detainee population, and immediately notify DIHS staff. Behavioral problems (detainee who is not diagnosed as psychotic) and suicide observation will be the responsibility of the Contractor.
- h. Written policy and defined procedure shall require that detainee's written health complaints are solicited and delivered to the medical facility for appropriate follow-up.
- i. Written policy and defined procedure shall require that health care complaints are responded to and that sick call, conducted by DIHS personnel is available to detainees

daily. If a detainee's custody status precludes attendance at sick call, arrangements are made to provide sick call services in the place of the detainee's detention. A minimum of one sick call shall be conducted daily. DIHS reserves the right to conduct triage and sick call in the place of the detainee's detention.

- j. DIHS shall provide to the Contractor and maintain basic first aid kits. First aid kits shall be available at all times and shall be located throughout the facility, as necessary, to allow quick access.
- k. All employees obtain and maintain current certifications in emergency first aid procedures and Cardiopulmonary Resuscitation (CPR).
- l. Training program for the facility staff, is established by the responsible health authority in cooperation with the Facility Administrator, and provides instruction in the following areas:
 - i. the ability to respond to health related situations within four minutes;
 - ii. recognition of signs and symptoms, and knowledge of actions required in potential emergency situations;
 - iii. administration of first aid and Cardiopulmonary Resuscitation (CPR);
 - iv. methods of obtaining assistance;
 - v. recognition of signs and symptoms of mental illness; retardation, emotional disturbance and chemical dependency;
 - vi. procedures for patient transfers to appropriate medical facilities or health care providers;
 - vii. administration of medications by non medical personnel; and
 - viii. use of universal precautions.

Note: in the event an injury or illness is determined to be caused by the Contractor, a cure letter will be issued. This cure letter will state the problem(s) (deficiencies), indicate remedial action(s) and request a written reply. (The remedial action(s) must be taken immediately; the written reply will be due within ten (10) days.)

Failure to take corrective action(s) immediately could result in contractual monetary adjustment for action(s) taken by DHS to correct the deficiencies or possible contract termination.

Facility Requirements for Infectious Disease Screening

The Contractor will ensure that there is adequate space and equipment to provide medical intake screening including a TB screening chest x-ray within the intake processing area. In order to prevent the spread of airborne infectious disease or cross contamination of zones within the facility, the HVAC system in the intake screening area will be constructed to exhaust to the exterior and prevent air exchange between the intake screening area and any other area within the facility.

Infectious Disease Screening

In order to prevent the transmission of Tuberculosis (TB) to the resident population of a detention facility, the Service Provider will perform TB screening as part of the a routine infectious disease screening within 12 hours of detainee admission and obtain documented clearance of transmissible disease before the detainee is assigned to a housing unit or is transferred from the intake processing area. A screening chest x-ray will be performed by a trained and qualified health care provider and interpreted by a credentialed radiologist. Detainees will remain isolated from the rest of the facility population (remain in the intake screening area) until the chest x-ray report is obtained and the interpretation verifies that the detainee is free of infectious TB (turnaround time for chest x-ray interpretation should be four hours or less). Detainees who are found to be infected or where there is a possibility that they are infected will be assigned to a respiratory isolation unit until treatment or further testing is done and the detainee is no longer infectious.

Tele-radiology Service Provider

The Contractor shall use the services of the ICE Tele-radiology Service Provider (ITSP). The cost of the equipment; maintenance of the equipment; training of staff; arrangements for interpretation of the x-rays by credentialed radiologists; and transmission of data to and from the Detention Facility are provided by the ITSP and charged directly to ICE. The Contractor shall coordinate with the ITSP to ensure adequate space is provided for the equipment, connectivity and electrical services are installed, immediate 24/7 access to equipment for service and maintenance by ITSP technicians is granted, a tele-radiology coordinator is appointed and available for training by the ITSP, and medical staff is available to perform the screening exams and receive reports. The tele-radiology coordinator may be a nurse or nurse practitioner and collateral duty of the appointed staff (it is not necessary to appoint a full time coordinator if the volume of work does not support a full time employee).

4. Armed Transportation Services:

The Contractor shall at a minimum, have the ability, (vehicles and trained staff) to securely transport 300 or more detained Subjects in any given 24 hours period to or from but not limited to the estimated destinations as listed below. The COTR shall approve the number of teams assigned to any shift or period of time in order to meet the needs of ICE transportation requirements. Assigned teams are strictly for ICE directed transportation. All medical related transportation not originating from ICE will be provided by the Contractor at no extra cost to the government and shall not utilize the above required transport teams for ICE designated operations. The Contractor shall provide a supervisory staff member 24 hours seven days weekly to coordinate on a regular basis with ICE designated operations staff. Vehicle capacity must be able to meet ICE operations demand for the transport detail specified.

The Contractor shall provide all such ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the COTR

or designated ICE official. Transportation mileage reimbursable rates will be commensurate with current applicable federal travel allowance rates. When officers are not providing transportation services, the Contactor shall assign the employees to supplement security duties within the facility to assist ICE as directed by the COTR or designated ICE official. However, the primary function of these officers is transportation. Duties as directed by the COTR utilizing these officers should not incur any additional expenses to the Government.

- a. Nothing shall restrict the Contractor from acquiring additional vehicles as deemed necessary by the Contractor at no additional cost to the Government. 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 in accordance with ICE Performance Based National Detention Standards including physical separation of detainees from guards. The Contractor shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation. Vehicles furnished by the Contractor shall be equipped with interior security features such as, but not limited to: (b)(7)(E) and provide physical separation of detainees from Detention Officers.
- b. In the event of transportation services involving distances that exceed a standard eight (8) hour workday to complete, the Contractor shall be reimbursed for related costs of lodging and meals commiserate with the U.S. General Services Administration rates for such within the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position. The Contractor shall comply with ICE transportation standards related to the number of hours the Contractor employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official.
- c. The transportation shall be accomplished in the most economical manner.
- d. The Contractor transportation 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 the other Contractor non-transportation personnel. Transportation officers shall have the required state licenses with proper endorsements for vehicles used (commercial driver's license) and the state DMV Medical Certification, if applicable.
- e. During all transportation activities, at least one officer shall be the same gender as the detainee. Questions concerning officer assignments shall be directed to the COTR for final determination.
- f. (b)(7)(E)

(b)(7)(E)

- g. The Contractor shall, upon order of the COTR, or upon his or her own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The Contractor shall then transport the detainee to the detention site.
- h. The COTR may direct the Contractor to transport detainees to unspecified, miscellaneous locations.
- i. When the COTR provides documents to the Contractor concerning the detainee(s) to be transported and/or escorted, the Contractor shall deliver these documents only to the named authorized recipients. The Contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
- j. The Contractor shall establish a fully operational communication system compatible with ICE communication equipment that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COTR shall be provided with current status of all vehicles and post assignment employees. Communications capability shall be coordinated with the COTR to ensure compatibility with ICE communications at a vehicle-to-vehicle, vehicle to base station and vehicle to handheld communications level.
- l. Failure of the Contractor to comply fully with the detainee(s) departure as pre-scheduled shall result in the Contractor having deductions or with-holdings made for non-performance.
- m. ICE anticipates normal transportation requirements – (b)(7)(E) – (b)(7)(E) – other than hospital visits and local needs consisting of the following, but not limited to:

Houston Transportation

Location	Approximate one-way mileage	Frequency per week
IAH Airport	25 miles	15
Bureau of Prison's Federal Detention Center, Houston	30 miles	5
Brownsville, TX Point of Entry	356 miles	7
Laredo, TX Point of Entry	360 miles	7
Texas Department of Criminal Justice (state prisons)	128 miles	5
Harris County Jail	32 miles	14
Montgomery County Jail	27 miles	5
Fort Bend County Jail	52 miles	5
Galveston County Jail	80 miles	5
Jefferson County Jail	78 miles	5
Fort Stockton, TX	526 miles	Once a month
Corpus Christi, Texas	235 miles	5
Oakdale, Louisiana	180 miles	1
Joe Corley Detention Facility - Conroe, TX	33 miles	18
Victoria, TX and surrounding area	141 miles	4
Alvin County Jail	46 miles	3
Harris County area Jails	30 miles (average)	25
Pasadena City Jail	28 miles	5
Galveston, Brazoria, Chambers, Fort Bend County Area Jails	Up to 200 miles (depending on required stops)	5
SW Key Mesa in Houston, TX	15 miles	3
SW Key Conroe, TX	40 miles	3
Catholic Charities in Houston, TX	32 miles	3

5. On-Call Post / Guard Services:

The Contractor agrees to provide stationary guard services on demand by the COTR and shall include, but not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other remote locations requested by the COTR or ICE-designee. Qualified detention officer personnel employed by the Contractor under its policies, procedures, and practices will perform such services. The Contractor agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the COTR.

The Contractor shall be authorized one officer for each such remote location, unless at the direction of the COTR or designated Agency official as additional officers are required.

The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the names of the detainees that were guarded. Such services shall be denoted as a separate item on submitted invoices. ICE agrees to reimburse the Contractor for actual stationary guard services provided at a negotiated rate.

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

6. Notification and Public Disclosures

There shall be no public disclosures regarding this contract made by the Contractor (or any subcontractors) without review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer. The Government considers such information privileged or confidential until award of the contract.

III. PERSONNEL

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

A. Minimum Standards of Employee Conduct

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

1. Employees shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
2. Employees shall not discuss or disclose information from detainee files or immigration cases, except when necessary in the performance of duties under this contract or required by law.
3. The employee may not interact with any detainee except in a relationship that supports the approved goals of the facility. Specifically, employees shall not receive nor accept any personal (tangible or intangible) gift, favor, or service, from any detainee, any detainee's family, or associate no matter how trivial the gift, favor, or service may seem, for themselves or any members of their family. In addition, the employee shall not give any gift, favor, or service to detainees, detainee's family, or associates.
4. The employee shall not enter into any business relationship with detainees or their families (e.g., selling, buying, or trading personal property).
5. The employee shall not have any outside or social contact with any detainee, his or her family, or associates, except for those activities, which are part of the facility program and a part of the employee's job description.
6. All employees are required to immediately report to the Warden/Facility Director or ICE Supervisor any criminal or non-criminal violation or attempted violation of these standards.
7. The Contractor shall report all violations or attempted violations of the standards of conduct or any criminal activity immediately to the COTR. Violations may result in employee removal from the facility. Failure on the part of the Contractor either to report a known violation or to take appropriate disciplinary action against offending

employee or employees shall subject the Contractor to appropriate action including possible termination of the contract for default.

8. The Contractor shall not employ any person who is currently an employee of any federal agency – including active duty military personnel – or whose employment would present an actual or apparent conflict of interest.
9. Violations of applicable law or standards of conduct may result in removal from the contract by the CO or ICE-designee.

B. Minimum Personnel Qualification Standards

The Contractor must agree that each person employed by the firm or any subcontractor(s) shall have a social security card issued and approved by the Social Security Administration and shall be a United States citizen or a person lawfully admitted into the United States for permanent residence, have resided in the U.S. for the last five years (unless abroad on official U.S. government duty), possess a high school diploma or equivalent (GED), and have no criminal record. Each employee of the Contractor and of any subcontractor(s) must complete and sign a Form I-9, "Employment Eligibility Verification," before commencing work. The Contractor shall retain the original Form I-9 and shall furnish the COTR with a copy of the Form I-9 before the employee commences work. The Contractor shall be responsible for acts and omissions of its employees and of any subcontractor(s) and their employees.

In addition, each contract employee shall meet the following requirements in accordance with the contract requirements:

1. All employees shall be a minimum of 21 years of age.
2. Employees shall have at least two years of general experience that demonstrates the following:
 - a. The ability to greet and deal tactfully with the general public;
 - b. Capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate and interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports (if hand-written the reports must be legible);
 - c. Good judgment, alertness, an even temperament, and render satisfactory performance through knowledge of his/her position responsibilities;
 - d. Ability to maintain poise and self-control during situations that involve mental stress, such as fires, explosions, civil disturbances, and building evacuations.
3. All employees on this contract must maintain current/physical residency in the continental United States.

C. Health Requirements for All Detention Officers

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

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

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

1. Detention Officers must be free from any serious physical illnesses, ailments, or maladies, including epilepsy. This also includes other diseases that may be transmitted to and result in the disablement of other persons.
2. Detention Officers are required to have the following: (a) corrected distant vision must be equal to or better than 20/20 in each eye; (b) binocular distant vision must be correctable to 20/20; (c) monocular vision is generally disqualifying; depth perception must be equal to or better than 70 seconds of arc; (d) peripheral vision must be normal; (e) color vision must be normal. Acceptable measure of color discrimination is the Ishihara color (14 plates). X-chrome lenses are not acceptable to ICE as a means of correcting color deficiencies. Any disease or condition, which interferes with a person's vision, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COTR.
3. Detention Officers are required to be able to hear in the frequency range from 500-2000 hertz (Hz), the deficit should not exceed 30 decibels in either ear. At 3000 Hz, the deficit should not exceed 40 decibels in either ear. The use of any hearing aid to comply with the medical standards is unacceptable. Any disease or condition, which interferes with the ability to hear, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COTR.
4. Detention Officers shall not have heart, lung, skeletal, or other physical defects that would impair their ability to perform effectively in either normal or emergency situations.

5. Detention Officers shall possess unimpaired use of hands, arms, legs, and feet. Detention Officers shall be able to run when necessary and be capable of handling portable fire extinguishers, building fire hoses, and related equipment.
6. Detention Officers shall be able to wear all necessary equipment, or other protective items.
7. Officers shall be mentally alert and emotionally stable with an absence of detectable neurotic or psychoneurotic conditions that would affect their ability to act during a stressful situation involving mental stress.
8. As required by the Occupational Safety and Health Administration, 29 CFR, Part 1910.1035 (Occupational Exposure to Tuberculosis), all employees in occupations with high-risk exposure are required to have a TB Skin Test completed annually. The Contractor shall accomplish a baseline test on all newly hired employees. Each employee must have a TB Skin Test Certificate prior to entering on his/her first day of duty. The Contractor shall be responsible for re-testing of employees annually.
9. The Contractor shall report immediately any changes to (1) through (8) above, in a Detention Officer's health status to the COTR. If the COTR determines that Contractor employees do not meet minimum health standards, the Contractor's employee must undergo a "Fitness for Duty" examination at no cost to the Government.

D. Random Drug Testing

The Contractor shall develop a random drug-screening program. ICE may require drug screening for cause at any time. Drug screening is urinalysis to detect the use of amphetamines, cocaine metabolites, opiates (morphine/codeine), phencyclidine (PCP), and marijuana metabolites by an individual. ICE may expand the above list to include additional drugs. A lab approved by the National Institute of Drug Abuse (NIDA) must perform the screening. The Contractor shall order and accomplish drug screening at the Contractor's expense. The Contractor shall provide the results of all such drug screening to the COTR within 24 hours after receipt.

E. Contraband Program and Inspection

A contraband control program shall be established in accordance with ICE Performance Based National Detention Standards and the ACA standards on the control of contraband.

The Contractor's employees are subject to random contraband inspection in accordance with facility standards and policies. ICE may require contraband screening and inspection for cause at any time. Upon notification of a violation by the COTR, the Contractor shall immediately remove the employee from performing duties under this contract. The Contractor shall revoke employees' credentials, complete required disposition, and immediately notify the COTR when the employee is removed from duty.

F. Removal from Duty

If the COTR or the Contractor receives and confirms disqualifying information concerning a Contractor employee, the Contractor shall, upon notification by the COTR, immediately remove the employee from performing duties under this contract. The Contractor shall revoke the employee's identification credentials and complete any required dispositions. The Contractor shall immediately notify the COTR when the employee is removed from duty. Disqualifying information includes but is not limited to the following:

1. Conviction of a felony, a crime of violence, domestic violence, or a serious misdemeanor.
2. Possessing a record of arrests for continuing offenses.
3. Falsification of information entered on suitability forms.
4. Non-payment of court ordered payments (child support, liens, etc.) or excessive delinquent debt as determined by credit check.
5. Misconduct or negligence in prior employment, which would, have a bearing on efficient service in the position in question, or would interfere with or prevent effective accomplishment by the employing agency of its duties and responsibilities.
6. Alcohol abuse of a nature and duration, which suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of others.
7. Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.

ICE may direct the Contractor to remove any employee who has been disqualified either for security reasons or for being unfit to perform his/her duties as determined by the COTR or the Contracting Officer. The Contractor shall take action immediately and notify the COTR when the employee is removed from duty. A determination of being unfit for duty may be made from, but is not limited to, incidents of delinquency set forth below:

1. Violation of the Rules and Regulations Governing Detention facilities set forth in ICE Publications entitled "Detention Officer Handbook";
2. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3;
3. Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, leaving post without relief, and refusing to render assistance or cooperation in upholding the integrity of the security program at the work sites;
4. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
5. Theft, vandalism, immoral conduct, or any other criminal actions;
6. Possessing, selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects;

7. Unethical or improper use of official authority or credentials;
8. Unauthorized use of communication equipment or government property;
9. Misuse of equipment or weapons;
10. Violations of security procedures or regulations;
11. Recurring tardiness;
12. Possession of alcohol, illegal substances, or contraband while on duty;
13. Undue fraternization with detainees as determined by the COTR;
14. Repeated failure to comply with visitor procedures as determined by the COTR;
15. Performance, as determined by investigation by the Contracting Officer involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, a detainee escape;
16. Failure to maintain acceptable levels of proficiency or to fulfill training requirements;
17. Changes in an employee's ability to meet the physical and/or mental health requirements of this contract;
18. Contractor employee who is under investigation by any law enforcement agency will be removed from duties pending outcome of the disposition.

At the direction of the COTR, the Contractor shall reassign contract employees who have been arrested or who have alleged misconduct to duties that do not permit direct contact with detainees pending the disposition of the charges. Any alleged misconduct shall be reported immediately to the COTR. If such reassignments are not available, the Contractor shall remove the employee from work under this contract and other ICE contracts.

G. Tour of Duty Restrictions

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

H. Dual Positions

Contractor personnel shall be adequately supervised at all times by individuals who are full-time supervisors and have met the supervisory training requirements. In the event that a supervisory detention officer is not available for duty, the Contractor shall provide a full-time supervisor as a replacement.

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

I. Post Relief

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

J. Personnel Files

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

K. Uniform Requirements

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

1. Uniforms:

The Contractor shall provide uniforms to its employees. (b)(7)(E)
(b)(7)(E)

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

The complete uniform may consist of seasonal attire that includes appropriate shirt, pants, belt, cap, jacket, shoes or boots, handheld radio, and Contractor-issued metallic badge. The Contractor shall ensure that each officer has a complete uniform while performing assignments under this contract.

The COTR shall have the right to approve or disapprove any uniform apparel.

2. Identification Credentials:

The Contractor shall ensure that all employees both uniformed and non-uniformed (if applicable) have the required identification credentials in their possession while on the premises. The Contractor identification credential document shall contain the following:

- a. (b)(7)(E)
- b.
- c.

L. Permits and Licenses

1. Business Permits and Licenses

The Contractor must obtain all required permits and licenses by the date of contract award. The Contractor must (depending on the state’s requirements) be licensed as a qualified security service company in accordance with the requirements of the district, municipality, county, and state in which ICE work site(s) is/are located. Throughout the term of this contract, the Contractor shall maintain current permits (including local building permits) and business licenses and make copies available for Government inspection. The Contractor shall comply with all applicable federal, state, and local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.

2. Licensing of Employees

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

3. Jurisdiction

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

M. Encroachment

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

N. Work Schedules

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

1. Post Work Schedules

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

2. Starting and Stopping Work

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

3. Recording Presence

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

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

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

4. Rest Periods

If the Contractor, or a contract supervisor, authorizes rest and relief periods for the contract employees, then a substitute officer shall be assigned to the duty location.

5. Work Relief

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

IV. BACKGROUND AND CLEARANCE PROCEDURES

A. Background Investigations Required

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

B. Security Requirements

The Department of Homeland Security (DHS) has determined that performance of the task requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) access classified National Security Information (herein known as classified information). Classified information is Government information, which requires protection in accordance with Executive Order 12958, Classified National Security Information, and supplementing directives.

This clause applies to the extent that this contract involves access to classified information.

The Contractor shall comply with:

(1) The Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DOD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(a) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(b) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

The Contractor will abide by the requirements set forth in the DD Form 254, Contract Security Classification Specification, included in the contract, and the National Industrial Security Program Operating Manual (NISPOM) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at a DHS or other Government Facility, it will abide by the requirements set by the agency.

Suitability Determination

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

Background Investigations

Contract employees (to include applicants, temporaries, part-time, and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the OPR-PSU. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the OPR-PSU through the COTR, no less than 5 days before the starting date of the contract or five days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 86, "Questionnaire for National Security Positions"
Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) (two copies)
2. FD Form 258, "Fingerprint Card" (two copies)
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"

5. Drug Questionnaire

6. Alcohol Questionnaire

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

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

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to, development of, or maintenance to any DHS information technology (IT) system.

Continued Eligibility

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

The OPR-PSU may require drug screening for probable cause at any time and/or when the Contractor independently identifies circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every five years.

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

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

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

pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.

Employment Eligibility

The Contractor will agree that each employee working on this contract will successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

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

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

Security Management

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

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

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service (FINS) operations. These entities are hereafter referred to as the Department.

Information Technology Security Clearance

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300*. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., *Privacy Act*).

Information Technology Security Training and Oversight

All Contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors, who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department Contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

C. Initial Drug Testing

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

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

are correct and that an adequate chain of custody procedure exists and is followed. The Contractor must post the ICE “Drug Free Workplace Policy” in all contract work areas.

V. TRAINING

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

A. General Training Requirements

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

All new Detention Officers will receive 54 hours of basic training, not to include firearms, and 40 hours of on-the-job training prior to entering on duty. The Contractor's Training Officer will be responsible for administering an on-the-job training program for new employees. A senior Detention Officer, at all times during this latter 40-hour period, must accompany the Detention Officers. The Contractor's Training Officer shall send a copy of the documentation to the COTR upon successful completion of the employee's on-the-job training.

In addition, after completion of the first 94 hours of training, the Contractor has 60 days to complete an additional 40 hours of training. During the remainder of the first year on duty, the officer will have an additional 40 hours of training for a total of 174 hours within the first year of employment. The training program must directly relate to the employee's assigned position and afford application of necessary job skills. The training site will be provided by the Contractor at no cost to the Government.

1. Basic Training Subjects

Employees must complete the following list of basic training subjects. The course title is followed by the estimated hours of training for that subject. Site-specific trainings may be conducted with the approval of the COTR.

- | | |
|--|-------|
| a. In-service Orientation/Social Diversity | 2 HRS |
| b. Counseling Techniques/Suicide Prevention and Intervention | 2 HRS |
| c. Conduct/Duties/Ethics and Courtroom Demeanor | 2 HRS |
| d. Bomb Defense and Threats | 1 HR |
| e. Telephone Communications/Radio Procedures | 1 HR |
| f. Fire and other Emergency Procedures | 2 HRS |
| g. Treatment and Supervision of Detainees | 2 HRS |
| h. ICE Use of Force Policy | 2 HRS |
| i. Security Methods/Key Control/Count | 1 HR |

j. Procedures/Observational Techniques	4 HRS
k. EEO/Sexual Harassment	2 HRS
l. Detainee Escort Techniques	1 HR
m. ICE Paperwork/Report Writing	2 HRS
n. Detainee Searches/Detainee Personal Property	4 HRS
o. Property/Contraband	2 HRS
p. Detainee Rules and Regulations	2 HRS
q. First Aid*	4 HRS
r. Cardiopulmonary resuscitation (CPR)*	4 HRS
s. Blood-borne Pathogens*	2 HRS
t. Self Defense	8 HRS
u. Use of Restraints	6 HRS
v. Firearm Training	**
w. Sexual Abuse/Assault Prevention and Intervention*	2 HRS
x. Performance Based National Detention Standards*	2 HRS
y. DHS Sensitive But Unclassified Information Training	2 HRS
z. DHS Information Assurance Awareness Training	2 HRS

Additional trainings may be required at the request of the CO or ICE-designee.

** Critical Training Subjects*

*** Firearm Training for Required Armed Detention Services shall be in accordance with state licensing requirements. The Contractor shall certify proficiency every quarter.*

2. Refresher Training

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

The Contractor shall coordinate recertification in CPR and First Aid with the ICE training staff. This training shall be provided at no cost to the Government. Annually, upon completion, the Contractor shall provide documentation of refresher training to the COTR.

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

3. On-the-Job Training

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

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

4. Training During Initial 60 Day Period

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

5. Basic First Aid and CPR Training

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

- a. Respond to emergency situations within four minutes.
- b. Perform cardiopulmonary resuscitation (CPR).
- c. Recognize warning signs of impending medical emergencies.
- d. Know how to obtain medical assistance.
- e. Recognize signs and symptoms of mental illness.
- f. Able to administer medication;
- g. Know the universal precautions for protection against blood-borne diseases.

B. Supervisory Training

All new Supervisory Detention Officers assigned to perform work under this contract must successfully complete a minimum of 40 hours of formal supervisory training provided by the Contractor prior to assuming duties. This training is in addition to mandatory training requirements for Detention Officers and must be conducted annually.

Supervisory training shall include the following management areas:

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

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

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

C. Proficiency Testing

The Contractor shall give each Detention Officer a written examination following each training class to display proficiency. The Contractor may give practical exercises when appropriate.

D. Certified Instructors

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

E. Training Documentation

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

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

VI. REQUIRED SERVICES - ADMINISTRATION AND MANAGEMENT

A. 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.

B. Manage Receiving and Discharge of Detainees

In accordance with ICE Performance Based National Detention Standards, the Contractor will provide for the admitting and releasing of detainees to protect the health, safety, and welfare of each individual. During the admissions process, detainees undergo screening for medical purposes, have their files reviewed for classification purposes, submit to a standard body search, and are personally observed and certified regarding the examination, categorization, inventorying, and safeguarding of all personal belongings. This shall include fingerprinting of detainees.

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

ICE 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.

The Contractor shall provide a detainee classification system that adheres to the requirements of ICE policy on Detainee Classification, and ensures detainees are classified appropriately using objective criteria. Detainees will be classified and kept physically separate from detainees in other categories. Detainees will be classified upon arrival, before being admitted to the general population. The Contractor will periodically re-classify detainees, in accordance with the ICE Performance Based National Detention Standards.

C. Manage and Account for Detainee Assets (Funds, Property)

The Contractor will provide for the control and safeguarding of detainees' personal property. This will include: the secure storage and return of funds, valuables, baggage, and other personal property; a procedure for documentation and receipting of surrendered property; and the initial and regularly scheduled inventories of all funds, valuables, and other property.

The Contractor shall have written standard procedures for inventory and receipt of detainee funds and valuables that adheres to the requirements of ICE policy on Funds and Personal Property; and Detention and Removal Operations Policy and Procedure Manual (DROPPM) Update: Chapter 30: Detainee Property Management. 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. All confiscated currency shall be returned to the detainee.

D. Securely Operate the Facility

The Contractor shall develop policies and procedures for the maintenance and security of keys and locking mechanisms. (b)(7)(E)

(b)(7)(E)

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.

(b)(7)(E)

(b)(7)(E)

E. 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 and/or information that is provided to both staff and detainees.

F. Establish and Maintain a Program for Suicide Prevention and Intervention

The Contractor shall develop and implement a comprehensive suicide prevention and intervention program in accordance with ICE policy. This program shall include training and/or information that is provided to both staff and detainees.

G. Enforce the Detainee Disciplinary Policy

The Contractor shall comply with ICE Performance Based National Detention Standards disciplinary policy. Facility authorities will take disciplinary action against any detainee who is not in compliance with the rules and procedures of the facility.

H. Maintain Detainee Accountability

(b)(7)(E)

(b)(7)(E)

I. Collect and Disseminate Intelligence Information

(b)(7)(E)

J. Provide Security Inspection System

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

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

The Government may investigate any incident pertaining to performance of this contract. The Contractor shall cooperate with the Government on all such investigations. The Contractor shall immediately report all serious incidents or criminal activity to the COTR. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work place violence, civil disturbances/protests); staff uses of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries that require medical attention (does not include routine medical evaluation after the incident); fires; fights resulting in injuries requiring medical attention; full or partial lock-down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather; fence damage; power outages; bomb threats; high profile detainee cases admitted to a hospital; significant environmental problems that impact the facility operations; transportation accidents (e.g., airlift, bus) resulting in injuries, death or property damage; and sexual assaults.

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

K. Maintain Institutional Emergency Readiness

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

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

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

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

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

Attempts to apprehend any escapee(s) shall be in accordance with the Emergency Plan, which shall comply with ICE Performance Based National Detention Standards regarding Emergency Plans.

The Contractor shall submit to the COTR a proposed inventory of intervention equipment (e.g., weapons, munitions, chemical agents) intended for use during performance of this contract, in accordance with the National Detention Standard on Use of Force and Restraints. The COTR, prior to issuance of the NTP, shall provide concurrence of the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the CO.

The Contractor shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the facility. The use of force by the Contractor shall at all times be consistent with all applicable policies of ICE National Detention Standards on Use of Force.

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

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.
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.
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 the COTR.

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 COTR and ICE-designee within four hours of a security incident.

VII. FACILITY SECURITY AND CONTROL

A. Security and Control (General)

The Contractor shall comply with all ICE Performance Based National Detention Standards pertaining to the security and control of the detention facilities. The Contractor will adhere to local operating procedures within each facility.

B. Unauthorized Access

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

C. Direct Supervision of Detainees

The Contractor shall provide supervision of all detainees in all areas, including supervision in detainee housing and activity areas, to permit Detention Officers to hear and respond promptly to emergencies. The Contractor shall assign a minimum of (b)(7)(E) to monitor each occupied housing unit, with the exception of the segregation units. This position is separate from the housing control post.

D. Log Books

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

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

E. Records and Reports

The Contractor shall furnish, on a daily basis, a manifest of all detainees currently detained in the facility. The manifest shall contain the following information for each detainee: "A" File Number (system of numbering supplied by ICE); office received from; name; date of birth; gender; nationality; date of arrival; number of days the detainee has been in the facility; and type of release, if applicable.

The Contractor shall provide monthly status reports to the COTR or Alternate COTR. Such reports will include a monthly key indicator report, which indicates the key personnel positions of the facility (e.g., position title, name of the employee, vacancies and length of vacancies, dates of service, additional comments). These monthly reports must be submitted to the COTR or Alternate COTR by the fifth of each month for the previous month's activities and staffing.

The Contractor shall prepare required orders, instructions, and reports of accidents, security violations, fires, and bomb threats. The reports shall be maintained, on file, concerning all activities in connection with duties and responsibilities for the services performed under this contract. All such records must be kept using a system with a written policy, which allows the reports to be made available to the Government for inspection. The Contractor shall, at the request of ICE, prepare any special or other reports, or issue further orders and instruction as may be required in support of work within the scope of this contract. The distribution, format, and time elements for these reports shall be directed by Government requirements.

All records and logs, required for operation and performance of work under this contract, shall be made available to ICE at contract completion. The Contractor shall provide a detailed and comprehensive inventory of records to be turned over to the Contracting Officer at contract completion or contract termination. The written inventory shall be recorded on Standard Form (SF) 135, Records Transmittal and Receipt, and shall be consistent with National Archives and Records Administration (NARA) guidelines for inventoried records. An ICE-approved alternate version (electronic or hard copy) may be substituted for the SF Form 135. Inventory shall describe the contents of a particular box of records and shall include record type and date of records, and shall be consistent with NARA inventory requirements.

The SF-135, Records Transmittal and Receipt, shall be itemized in sufficient detail to provide program officials with the information required for researching or retrieving retired records. Instructions for the level of detail required can be found on the back of the SF-135a, Records Transmittal and Receipt (continuation), and the Contractor shall inventory the records to that level of detail.

F. Detainee Counts

The Contractor shall monitor and document detainee movement and physically count detainees as directed in ICE Performance Based National Detention Standards and post orders. The Contractor shall be responsible for documenting the physical detainee counts in the logbook. The Contractor shall ensure ICE procedures are followed when the physical detainee count does not show all detainees are accounted for. (b)(7)(E)

(b)(7)(E)

(b)(7)(E)

G. Daily Inspections

The Detention Officers shall conduct daily inspections of all security aspects of the detention facility. (b)(7)(E)

(b)(7)(E)

(b)(7)(E) The Detention Officers shall also report slippery floor surfaces. This documentation shall be made daily in a logbook. Problems discovered during these inspections shall be clearly identified in the documentation.

The Contractor shall also notify the COTR of any abnormalities or problems. The Contractor shall immediately notify the COTR or Alternate COTR on duty of any physical facility damage. Written documentation of any problem areas shall be submitted to the COTR by the end of the shift.

H. Control of Contraband

The Contractor shall conduct searches for contraband (b)(7)(E)

(b)(7)(E)

During the searches, detainee possessions shall be disturbed as little as possible. Contraband items shall be immediately confiscated, logged into the Contraband logbook in accordance with ICE Performance Based National Detention Standards. The Contractor shall document records of the searches in a logbook and forward a report to the COTR within 24 hours after discovery of the contraband items.

I. Keys and Access Control Devices

The Contractor shall adhere to key control policies, in accordance with ICE Performance Based National Detention Standards.

Entrance Access Controls: The Contractor shall operate and enforce the personnel admitting and identification systems, and package inspection procedures in accordance with security guidelines at the protected premises prescribed by ICE Performance Based National Detention Standards. The Contractor may accept registered mail and parcels, in accordance with ICE-approved procedures. The Contractor shall be responsible for the distribution of all received mail and parcels.

J. Control of Chemicals

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

K. Post Orders

The Contractor shall develop post orders, policies and procedures, and instructions necessary for proper performance at each duty post. Each post will have a separate post order. The Contractor is responsible for compliance with all such orders, policies and procedures, and instructions. ICE shall approve all post orders prior to implementation of them.

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

L. Deviation from Prescribed Schedule Assignments

The Contractor is authorized to deviate from the scheduled assignment when unusual conditions or circumstances so demand, and if prior approval is received from the COTR. All deviations shall be recorded in the daily logbook. When the COTR is not available, the Contractor shall notify ICE-designee immediately or as soon as is practically possible.

M. Use of Force Policy

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

1. In no case shall physical force be used as punishment or discipline.
2. The Contractor shall adhere to ICE Policy Statement on the use of deadly and non-deadly force to include the use of intermediate and deadly weapons.
3. The respective Detention Officer shall immediately report all instances of use of physical force to his or her immediate supervisor. Prior to leaving his or her shift, the Supervisory Detention Officer shall prepare a written report and submit it to the Warden/Facility Director, who shall review, approve, and provide the report to the COTR or ICE-designee within 24 hours of the incident.
4. The physical force report shall include:
 - a. An accounting of the events leading to the use of force.
 - b. A precise description of the incident to include date, time, place, type of force used, and reasons for employing force.

- c. A description of the person (Detention Officers or detainees) who suffered described injuries, if any, and the treatment given.
- d. A list of all participants and witnesses (Contractors, detainees, and ICE personnel) to incident.

The calculated use of force must be in accordance with the ICE Performance Based National Detention Standards and requires, at a minimum, the following:

- a. The formulation of an After Action Review Team, which must include the participation of the COTR.
- b. An After Action Report submitted to the COTR within 15 days of the incident, with corrective actions noted, if applicable.
- c. Video footage of the incident must be made available for potential ICE review.

N. Use of Restraints Policy

The Contractor shall comply with ICE written policy and procedures governing the use of restraint equipment. Restraints shall never be applied as punishment or for more time than is necessary. Restraints shall be used only as a precaution against escape during transfer to prevent detainee self-injury, injury to others, property damage, or for medical reasons under direction of the Health Authority. The Contractor may use (b)(7)(E) in lieu of handcuffs or leg restraints in emergencies, mass arrest situations, or if a detainee’s wrists or ankles are too large for conventional restraints. ICE prohibits the Contractor from using all other restraint devices not included in the ICE Performance Based National Detention Standards.

O. Intelligence Information

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P. Lost and Found

The Contractor shall log and maintain all lost and found articles and shall report all items to the COTR or ICE-designee.

Q. Escapes

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

1. The Contractor assumes absolute liability for the escape of any detainee in its control.
2. The Contractor shall provide written policies and procedures regarding the actions to be taken in the event of an escape. This document must include reporting requirements for all contract employees, escorts, supervisors, and management personnel. These procedures must meet the approval of the COTR, be reviewed at least annually, and updated as necessary.
3. Escapes shall be grounds for removing the responsible Contractor Employee(s) from duty if the Contractor Employee(s) is/are determined by the Contractor or the COTR to be negligent. Notice of removal shall be provided to the Contracting Officer.
4. Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and communicated to the COTR. An After Action written report shall be presented to ICE in a timely fashion.
5. ICE may make deductions or with-holdings due to nonperformance under the Inspection of Services clause of the contract.

R. Correspondence and Other Mail

In accordance with ICE Performance Based National Detention Standards, the Contractor will ensure that detainees are able to send and receive correspondence in a timely manner subject to limitations required for the safety, security, and orderly operation of the facility. The Contractor shall distribute detainee mail within 24 hours of its arrival at the facility.

S. Evacuation Plan

The Contractor shall develop a written evacuation and alternate staging plan for use in the event of a fire or major emergency, per ICE Performance Based National Detention Standards regarding emergency plans.

T. Injury, Illness, and Reports

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

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

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

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

U. Protection of Employees

The Contractor shall develop plans that comply with ICE comprehensive plans and procedures to safeguard employees against exposure of blood borne pathogens. The ICE plan is based upon OSHA standards found in the Employee Occupational Safety and Health (EOSH) Manual.

V. Medical Requests

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

W. Emergency Medical Evacuation

The Contractor shall develop and implement written policies and procedures that define emergency health care evacuation of detainees from within the facility.

X. Detainee Death or Injury

The Contractor shall comply with ICE Performance Based National Detention Standards regarding Terminal Illness, Advanced Directives, and Death in the event of a detainee injury or death. In the event of such an occurrence, the Contractor shall immediately notify the COTR and ICE-designee.

Y. Sanitation and Hygienic Living Conditions

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. The Contractor shall comply with all applicable ICE, federal, state and local laws, statutes, regulations, and codes. In the event there is more than one reference to a safety, health, or environment requirement in an applicable, law, standard, code, regulation, or ICE policy, the most stringent requirement shall apply.

VIII. DETAINEE RIGHTS, RULES, DISCIPLINE, AND PRIVILEGES

A. General

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

In accordance with ICE Performance Based National Detention Standards, the Contractor shall permit detainees to: access the law library, legal materials, facilities, and equipment; have document copy privileges; and have the opportunity to prepare legal documents.

IX. MANAGE A DETAINEE WORK PROGRAM

A. General

1. Detainee labor shall be used in accordance with the detainee work plan developed by the Contractor, and will adhere to the ICE Performance Based National Detention Standards on Detainee Voluntary Work Program. 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.
2. Detainees shall not be used to perform the responsibilities or duties of an employee of the Contractor. Detainees shall not be used to perform work in areas where sensitive documents are maintained (designated ICE workspace, EOIR space, and DIHS areas where a more thorough level of cleaning is required). Custodial/janitorial services to be performed in designated ICE work space, EOIR space, and DIHS areas will be the responsibility of the Contractor.
3. The Contractor shall develop and deliver specific safety and job-function trainings for all detainees prior to the start of any detainee work program. Such trainings shall be approved by the COTR prior to the start of any detainee work program.
4. 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.

The Contractor shall supply sufficient Detention Officers to monitor and control detainee work details. Unless approved by the COTR, these work details must be within the security perimeter.

X. HEALTH SERVICES

A. General

DIHS staff designated by ICE will provide all health services.

Terminology Explanation

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

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

NCCHC- National Commission on Correctional Health Care

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

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

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

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

A. The DIHS, participation by the Health Authority, or designees, in all general department head/supervisory meeting, and coordination and cooperation between DIHS and other departments with in the facility. DIHS 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 DIHS in the accreditation process.

B. The Contractor shall provide space to operate the health unit including respiratory isolation, mental health unit, and inpatient infirmary area. The Contractor shall be responsible for maintenance and sanitation of the health unit physical plant and the provision of support services including, but not limited to, utilities, communication capabilities (computer and telephone lines/services), climate control (independent HVAC, humidity control, etc.), and lighting. The Contractor shall facilitate the installation of tele-radiology equipment including the necessary data and telephone lines, by a vendor identified by DIHS. The cost for tele-radiology installation will be the responsibility of DIHS.

C. The Contractor shall provide direct security supervision of detainees in the health unit no less than 24 hours per day, 7 days per week. The Contractor shall provide the necessary staff to maintain security and control of the health unit. The Contractor shall provide additional security assistance and emergency response as requested by DIHS. Security should be provided at a minimum as detailed below unless otherwise specified by the COTR.

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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 DIHS authorized staff, contractor staff on official business, and assigned detainees.

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

- E. In coordination with DIHS, the Contractor shall develop and implement written policy and procedures that define emergency health care evacuation of detainee(s) from within the facility.
- F. The Contractor shall provide transportation, supervision, and security services for detainees assigned to outside health care treatment and 24-hour per day security coverage for detainees assigned to off-premise hospitalization.
- G. Circumstances requiring the use of force and suicide observation within the scope of health care delivery shall be the responsibility of the Contractor. The Contractor shall assist DIHS in examination of detainees who have been subjected to a use of force. The Contractor shall work with DIHS in a team approach to manage detainee behavioral conduct issues. The DIHS will evaluate instances of detainee misconduct to determine if individual detainee's behavioral problems are due to mental illness or other reasons. The USPHS shall be the sole approval authority for housing assignments to the health unit.
- H. DIHS will provide, control, and administer prescribed and over-the-counter medication to the facility population.
- I. The Contractor shall support and facilitate the DIHS in completion of health screening within 12 hours of a detainees' arrival at the facility. The Contractor shall provide advanced notice of detainee arrival whenever possible. At no time shall the Contractor allow detainees who have not received health screenings to be placed in the general population.
- J. During intake processing the DIHS shall provide detainees with written instructions for gaining access to health care services. The DIHS shall ensure written (oral if detainees is identified as being unable to read) instructions are provided to all detainees in the detainee's native language. The detainee shall similarly be provided with instructions and assistance in personal hygiene, dental hygiene, grooming and health care.
- K. The Contractor shall immediately notify the COTR and DIHS if a detainee is suspected of having communicable or debilitation health problems, which may require medical attention.
- L. The Contractor shall provide detainees with the opportunity to submit written health care request requests and/or complaints to DIHS in a confidential manner and ensure such health care communication is delivered to the health unit for appropriate follow-up.
- M. The Contractor shall ensure that detainees are provided access to sick call on a daily basis or as determined necessary by DIHS. If a detainee's custody status precludes attendance at sick call in the main health unit, the Contractor will provide for sick call services where the detainee is located.

N. The Contractor shall be responsible for the placement of first aid kits in facility locations identified by DIHS. DIHS shall be responsible for supply maintenance of all required first aid kits.

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

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

XI. FOOD SERVICES

A. Manage Food Service Program in a Safe and Sanitary Environment

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

The Contractor shall provide a sack meal for detainees in custody (in lieu of missing any meal) and those who are absent during any meal. Further, the Contractor shall provide sack meals as requested by ICE staff. The contents of the sack meals must be approved by ICE COTR or Alternate COTR.

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

While the Contractor may develop a detainee work program for food services, the Contractor must ensure that adequate food services are maintained at all times. The Contractor will develop and deliver a food worker contingency plan to the COTR prior to issuance of the NTP.

XII. DETAINEE SERVICES AND PROGRAMS

A. Manage Detainee Clothing, Linens, and Bedding

The Contractor shall issue and exchange detainee clothing, linen, and bedding in accordance with ICE Performance Based National Detention Standards on the Issuance and Exchange of Clothing, Linen, and Bedding.

B. 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 Performance Based National Detention Standards on Religious Practices.

C. 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. The detainee recreation program will comply with all elements of the ICE Performance Based National Detention Standards on Recreation.

D. Manage and Maintain a Commissary

A commissary shall be operated by the Contractor as a privilege to detainees who will have the opportunity to purchase from the commissary at least once per week. These items will not include those items prohibited by the Warden/Facility Director. All items available at the commissary must be approved by the COTR or ICE-designee. The commissary inventory shall be provided to the COTR upon request. The Contractor may assess sales tax to the price of items, if state sales tax is applicable.

Revenues are to be maintained in a separate account and not commingled with any other funds. If funds are placed in an interest bearing account, the interest earned must be credited to the Detainee Welfare Fund. 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.

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

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

E. Manage and Maintain a Detainee Telephone System

The Contractor shall provide detainees with reasonable and equitable access to telephones as specified in ICE Performance Based National Detention Standards on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.

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

The ICE designated DTS vendor will be the exclusive provider of detainee telephones for this facility. The Contractor will not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.

The Contractor shall inspect telephones for serviceability, in accordance with ICE policies and procedures. The Contractor will notify the COTR or Alternate COTRs of any inoperable telephones and/or system-related issues.

F. 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 Performance Based National Detention Standards on the Access to Legal Materials.

G. Physical Plant

The facility operation and maintenance shall ensure that detainees are housed in a safe, secure, and humane manner. The facility will be operational 24 hours daily and seven days weekly and must have 100 percent auxiliary power capacity, to include HVAC. All equipment, supplies, and services shall be Contractor-furnished except as otherwise noted.

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

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

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

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

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

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

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

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

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

The Contractor shall be responsible for and shall indemnify and hold the Government harmless for any and all spills, releases, emission, disposal, and discharges of any toxic or hazardous substance, any pollutant, or any waste, whether sudden or gradual, caused by or arising under the performance of the contract or any substance, material, equipment, or facility utilized. For the purposes of any environmental statute or regulation, the Contractor shall be considered the "owner and operator" for

any facility utilized in the performance of the contract, and shall indemnify and hold the Government harmless for the failure to adhere to any applicable law or regulation established to protect the human or physical environment. The Contractor shall be responsible in the same manner as above regardless of whether activities leading to or causing a spill, release, emission or discharge are performed by the Contractor, its agent or designee, a detainee, visitors, or any third party.

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

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

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

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

For new construction expansion or existing physical plant, final and completed, the Contractor prior to issuance of the NTP shall submit design/construction documents to the COTR. For all new construction expansion, the construction schedule shall be updated to reflect current progress and submitted to the COTR on a monthly basis. Government staff will make periodic visits during construction to verify Contractor progress and compliance with contract requirements. As-built drawings and current drawings of the buildings and site utilities shall be maintained in a secure location during construction and contract performance. These updates shall be provided to the COTR 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 COTR in AUTOCAD release 14.0 on a CD-ROM no later than 90 days after issuance of the NTP.

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

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

The Contractor shall meet the minimum design and space requirements described herein. If standards are not specially stated, the American Correctional Association current as of the date of

this solicitation shall be applied. “Standards for Adult Local Detention Facility” are applicable and shall be met.

1. All single rooms or cells in the detention facility shall have at least 60 square feet of floor space, provided detainees spend no more than 10 hours per day locked in. When confinement exceeds 10 hours per day, there shall be at least 80 square feet of total floor space per occupant.
2. The Contractor shall provide an alien Receiving and Discharge area located adjacent or within reasonable proximity as determined by ICE, to the designated ICE processing area, and within the secure perimeter but outside detainee living quarters, with the following components:
 - (a) The Receiving and Discharge Area (R&D) must be capable of holding, receiving, and intake processing (ID/Photo/Fingerprint) up to but not limited to 300 detained subjects in any given 24-hour period in accordance with all respective ICE NDS and ICE directive memorandums. This area should also be capable of receiving up to 150 detained subjects at one time. Male and female detainees must be kept separate (sight and sound) at all times. A Contractor supervisor shall be available in this area 24 hours daily, seven days weekly, to coordinate and oversee this area at all times.
 - (b) The R&D area must be capable of holding, discharging, and out-processing up to but not limited to 300 detained subjects in any given 24 hours period in accordance with all respective ICE NDS and ICE directive memorandums.
 - (c) The R&D area must include separate areas for showers, medical examinations, teleradiology separate for chest x-rays, property storage, and clothing storage/issue room.
 - (d) Hold rooms shall have HEPA filtration if air is re-circulated into the system. Each hold room shall have the capability for the viewing of Government-supplied detainee rights videos and facility orientation videos.
 - (e) When males and females are housed at the same facility they shall be provided separate quarters which are separated visually and acoustically and do not allow unauthorized access between the separate areas.
3. Separate rooms shall be dedicated for both male and female detainees to obtain hair care services.
4. The Contractor shall provide sufficient indoor recreational equipment to support an active and passive recreation program.
5. There shall be two separate indoor exercise areas of an additional 1,000 square feet each of unencumbered space with a ceiling height of 18 feet. These areas should contain equipment appropriate for indoor exercise and recreation needs.

6. There shall be a minimum of two outdoor exercise areas (for male and female) of a size consistent with the size of the detainee population and scheduling requirements.

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ICE offices and processing area will be in a separate building either connected or adjacent to the actual detention location and EOIR. This building will be operational 24 hours daily and seven days weekly and must have 100 percent auxiliary power capability, to include HVAC. Card readers will be used to provide primary access to and from the building. There shall be an alternate manual locking system in case of electrical failure. This building will consist of three separate areas, as listed below.

MINIMUM SPACE REQUIREMENTS

The design of the facility shall be consistent with established ICE Design Standards and requirements and is subject to review and approval by ICE prior to construction (if necessary), occupation, and use by ICE.

ICE will provide a copy of the current DRO Design Standards with addendums. These documents should be electronically attached to all the outgoing RFPs.

ICE recommends that a meeting be held with the Offeror to discuss the layout and technical requirements for this existing facility prior to the Offeror submitting its proposal to the government. This may provide a useful exchange of information and clarification that could save the government and Offeror time and efforts expediting the process.

The following space requirements for the various Government-occupied spaces are a synopsis of space needs, and is not all-inclusive.

ICE Support Space

Refer to ICE Design Standards for specific office and workstation sizes and specific furnishing requirements for 1,000 beds. The Standards include but are not limited to the following:

Offices and workstations as outlined below:

AREA ONE:

Detention and Removal Operations

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- 1 Office - Mission Support Specialist
- 1 File room (600 Square feet)
- Conference rooms adjacent to or within ICE area (600 Square feet)
- Employee lunchroom/break rooms (see Standards for size and quantity)
- Employee gun lockers that meet the Performance Based National Detention Standards
- Employee fitness center/weight room that includes locker room area with showers and restrooms
- ICE Armory per the Performance Based National Detention Standards
- Training room
- IT computer support rooms must be provided throughout ICE space per the Standards, including specialized requirements for climate control of IT equipment rooms for PHS, EOIR, and ICE office area.
- Actual location, layout, configuration, and size of rooms will be determined during the final design phase.

AREA TWO:

Out Processing

- 4 Offices - Supervisory Immigration Enforcement Agents
- 25 Workstations - Immigration Enforcement Agents
- 2 Offices - Designated for Juveniles and Nursing Mothers
- 1 Office - Evidence Storage room with shelving
- 6 - Consulate / ICE interview Rooms (150 Square feet each)
- Temporary holding cells with HEPA filters on exhausted air if circulated back into the system for:
 - Capacity of 50 detainees – two cells
 - Capacity of 5 detainees – four cells, one of which has three secured beds (no benches)
 - Capacity of 25 detainees – four cells

Processing area 300 square feet to apply handcuffs, leg restraints, and processing counter for electronic finger printing and other related out processing.

(b)(7)(E)

AREA THREE:

In Processing - (CAP Processing Area and General Intake) to include the following offices and other requirements:

- (b)(7)(E)

- 25 Workstations - Immigration Enforcement Agents
- 3 Offices - Supervisory Deportation Officers
- Temporary holding cells with HEPA filters on exhausted air if circulated back into the system for:
 - Capacity of 50 detainees – two cells
 - Capacity of 5 detainees – four cells, one of which has three secured beds (no benches)
 - Capacity of 25 detainees – four cells

(b)(7)(E)

(b)(7)(E)

Shelving should be provided near the hold cells for temporary placement of property. This is not intended to be used for storage.

(b)(7)(E)

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The Provider will be responsible for all operational security and detention functions within the building. These functions may include but are not limited to:

(b)(7)(E)

The monitoring of all holding cells shall be in accordance with ICE NDS and latest policy directives.

Contractor staff will oversee the safety and security of all detained subjects in the building to include male, female, juvenile, family units, and subjects awaiting transfers to other detention locations designated by ICE.

Contractor Staff will also be responsible for booking in and booking out all detained subjects utilizing the (b)(7)(E) program and produce required reports when requested by ICE staff.

Contract staff will be responsible for implementation of all policies and procedures as deemed necessary to maintain compliance with ICE NDS and ICE policy directives.

A Contractor supervisor will be assigned to oversee all contractor operations in areas Two and Three 24 hours seven days weekly.

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EOIR Space

Refer to ICE/EOIR Design Standards for specific office and workstation sizes and specific furnishing requirements for 1,000 beds. All furniture and case goods shall be furnished by the service provider in accordance with ICE/EOIR Design Standards. The Standards include but are not limited to the following:

- 5 - Courtrooms and accompanying office and support space as per the EOIR Design Standards for 1,000 beds. The office space is per the EOIR Design Standards. Each courtroom should have the capability to hold live court as well as hold video teleconferencing court. All furniture and case goods shall be furnished by the service provider in accordance with ICE Design Guide and specifications. (b)(7)(E)
- (b)(7)(E)
- 5 - Judges Chambers (see Standards for size)
- (b)(7)(E)
- 15 - Workstations (see Standards for size)
- Visitation space must be provided to meet the ACA and NDS standards.
- (b)(7)(E)
- All other EOIR Support Space must be provided per the EOIR Design Standards.

Office of the Principal Legal Advisor (OPLA) Space

Refer to ICE Design Standards for specific office and workstation sizes and specific furnishing requirements for 1,000 beds. All furniture and case goods shall be furnished by the service provider in accordance with ICE Design Standards. The Standards include but are not limited to the following:

- 2 Office – Deputy Chief Counsel (see Standards for size)
- 13 Offices – Assistant Chief Counsel (see Standards for size)

- 4 Workstations - Legal Technicians (see Standards for size)
- 1 Workstation - Mail/File Clerk
- 1 Conference Room (see Standards for size)
- Mailroom (see Standards for size)
- Copier/Storage Area (see Standards for size)

Office support space must be provided per the ICE/OPLA Design Standards.

Health Services

Should health care services be provided by the Division of Immigration Health Services, the Health Services Design Standards provides minimum requirements to be applied to holding rooms and healthcare spaces. The functional space for health services will include but are not limited to:

- Health Clinic
 - 4 Exam rooms
 - 1 Dental Clinic with 2 dental chairs
 - 6 Mental Health rooms
 - 1 Pharmacy
 - 1 Pharmacy Technician
 - 1 Medical Administration
 - 1 Hold Rooms
 - All other support spaces as per the Standards
- Short Stay Unit (in-patient care)
 - 3 Bed Ward Rooms (including built-in medical gases)
 - 4 Negative pressure respiratory isolation rooms (with the appropriate pressure monitoring controls)
 - Observation rooms (medical and mental health)
 - Safety Cells
 - Suicide Observation Rooms
 - All other support spaces as per the Standards
- Intake Screening
 - Health Screening Rooms
 - Teleradiology and Telehealth
- Housing Units
 - Remote multi-purpose exam rooms in all housing units to accommodate sick call.

All furniture and case goods are to be furnished by the service provider in accordance with ICE Design Guide and specifications in the health care space. ICE will provide medical equipment. The ICE Telehealth Service Provider will provide Teleradiology and telehealth services.

NOTE: The Contractor should pay special attention to the Negative Pressure Isolation rooms in the Health Service area. ICE is now requiring that the HVAC systems for all Negative Pressure Isolation rooms are independent from each other and the main HVAC system.

ADDITIONAL MINIMUM REQUIREMENTS

Processing Area

- Requirements in this area include the need for accommodating the varying numbers of detainees processed for intake and out-processing, i.e., large bus transports of up to 150 detainees.
- Processing area must be designed to process male and/or female detainees as required in high frequency rates and varying numbers, i.e., a busload up to 150 detainees at one time.
- Capable of processing 300 in any given 24-hour period and receive up to 150 detainees at one time.
- Teleradiology equipment requires high voltage power to accommodate x-ray equipment, specifications will be provided by ICE.

Furniture

All furniture and case goods shall be furnished by the service provider in accordance with ICE Design Guide and specifications, which include ICE support space and all operational components which include EOIR, OPLA, and DIHS space as required in accordance with the ICE Design Standards.

ICE IT Equipment

ICE will provide and install IT equipment in office spaces for ICE personnel only, to include computer workstations and screens, printers and fax machines. All infrastructure, cabling, and interfacing equipment shall be provided by the Service Provider at time of construction.

NOTE: (b)(7)(E)

Communication Equipment

The service provider shall purchase, install, and maintain a complete and operating communication system, which includes but is not limited to: (b)(7)(E) and other supporting infrastructure and supporting systems in compliance with ICE specifications. Separate billing to ICE must be established on all reoccurring service fees for communications and IT. Systems shall be installed specifically for ICE use.

NOTE: The ICE communication system must be a complete, independent, and physically separate system from the Service Provider communication system, and billed separately. The system shall serve all operational components: ICE, OPLA, and

DIHS. EOIR shall have a separate system within EOIR IT space as per the EOIR Design Standards.

Teleradiology Service Provider

The Detention Service Provider shall use the services of the ICE Teleradiology Service Provider (ITSP). The cost of the equipment; maintenance of the equipment; training of staff; arrangements for interpretation of the x-rays by credentialed radiologists; and transmission of data to and from the Detention Facility are provided by the ITSP and charged directly to ICE. The Service Provider shall coordinate with the ITSP to ensure adequate space is provided for the equipment, connectivity and electrical services are installed, immediate 24/7 access to equipment for service and maintenance by ITSP technicians is granted, a teleradiology coordinator is appointed and available for training by the ITSP, and medical staff is available to perform the screening exams and receive reports. The teleradiology coordinator may be a nurse or nurse practitioner and collateral duty of the appointed staff (it is not necessary to appoint a full time coordinator if the volume of work does not support a full time employee).

ICE Performance Based National Detention Standards

The service provider shall provide a facility that will support and deliver all of the environmental and physical requirements to ensure total compliance with the current ICE Performance Based National Detention Standards.

NOTE: ICE will review and approve all design documents, and maintain approval of final inspection of the facility before occupancy.

XIII. PROPERTY ACCOUNTABILITY

A. General

The Contractor personnel shall not permit any Government property to be taken away or removed from the premises.

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

All Government property furnished under this contract shall remain property of the Government throughout the contract term. ICE shall maintain a written inventory of all Government property issued to the Contractor for performance hereunder. Upon expiration or termination of this contract, the Contractor shall render a written accounting to the COTR of all such property. The Contractor shall assume all risk, and shall be responsible for any damage to or loss of Government furnished property used by Contractor employees. Normal wear and tear will be allowed.

The Contractor, upon expiration of services, shall immediately transfer to the COTR, any and all Government property in its possession or in the possession of any individuals or organizations under its control, except as otherwise provided for in this contract. The Contractor shall cooperate fully in transferring property to the successor Contractor. The Government shall withhold final payment until adjustments are made for any lost property.

B. Facility, Equipment, Materials, Supplies, and Instructions Furnished by the Government

The Government will furnish the following property at no cost to the Contractor:

1. Copies of the detention standards cited in the PWS and one copy of all pertinent operational manuals prior to starting work under the contract. The Contractor shall be responsible to duplicate these standards for Contractor employees.
2. Administrative forms, Equal Employment Opportunity, Occupational Safety and Health Administration, Service Contract Act, Drug Free Posters, and DHS OIG hotline poster, as required in this contract. As applicable Department of Homeland Security (DHS) work orders will be issued to the Contractor via DHS Form I-203, Order to Detain or Release Alien.
3. ICE office space equipment, such as, but not limited to: office telephones, copying machines, fax machines, computer equipment, and typewriters for Government use. The Government shall be responsible for installation of conduit and data lines within the dedicated Government office space.

XIV. FIREARMS / BODY ARMOR

A. Firearms Requirements

a. The Contractor shall provide new firearms and maintain sufficient licensed firearms and ammunition to equip each armed Detention Officer and armed supervisor(s) with a licensed weapon while on duty. Firearms may be re-issued to new replacement employees throughout the life of the contract as long as the firearm is in serviceable condition.

b. Personal firearms shall not be used.

c. (b)(7)(E)

d. If any weapons or ammunition are missing from the inventory, the COTR shall be notified immediately.

e. Loading, unloading, and cleaning of the firearms shall only take place in designated areas.

(b)(7)(E)

g. These lists shall be kept current through the terms of the contract and posted within each firearms safe.

h. The Contractor shall obtain and maintain on file appropriate State and municipality permits and weapons permits for each officer.

i. A copy of this permit shall be provided to the COTR at least three working days prior to the anticipated assignment date of any individual.

j. The Contractor shall ensure that his/her employees have all permits and licenses in their possession at all times while in performance of this contract.

(b)(7)(E)

l. Contract supervisors and guards shall make accurate receipt and return entries on a Firearms and Equipment Control Register.

(b)(7)(E)

n. The Contractor certifies firearms training to the COTR.

o. The Contractor shall certify proficiency every quarter.

The Contractor shall assign one or more contractor staff to the positions of 1) Ammunition Control Officer and 2) Firearms Control Officer, per ICE Performance Based National Detention Standards.

B. Body Armor Requirements

a. The Contractor shall provide body armor (b)(7)(E)

(b)(7)(E)

b (b)(7)(E)

c. The body armor shall meet all requirements as set forth in the ICE Firearms Policy.

d. The Contractor shall procure replacement body armor if the body armor becomes unserviceable, ill-fitting, worn/damaged, or at the expiration of service life.

e. All armed Detention Officers and armed supervisors need to be made aware of the health risks associated with the wearing of body armor in high heat/high humidity conditions and/or during strenuous exertion. When Detention Officers and supervisors are required to wear body armor, they shall be provided opportunities to rehydrate and remove the body armor as necessary.

f. The use of personally owned body armor is not authorized.

SECTION E
INSPECTION AND ACCEPTANCE

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

E-1. 52.246-4 Inspection of Services – Fixed-Price AUG 1996

SECTION F
DELIVERIES OR PERFORMANCE

F-1. 52.242-15 Stop Work Order AUG 1989

SECTION G
CONTRACT ADMINISTRATION DATA

G-1. Contract Administration

This contract will be administered by:

Immigration & Customs Enforcement
Office of Acquisition Management
801 I Street NW, (b)(6); (b)(7)(C)
Washington, DC 20536

Written communications shall make reference to the contract number and shall be mailed to the above address.

G-2. 3052.242-72 Contracting Officer’s Technical Representative DEC 2003

a. (b)(6); (b)(7)(C) is hereby appointed to act as the Contracting Officer’s Technical Representative (COTR) under this contract.

b. The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the

Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

C. The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

G-3. Invoice Requirements

1. Submit invoices in an original and one (1) copy. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

An invoice must include:

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

2. All invoices shall be submitted to the address stipulated on the individual task orders.

3. The original invoice must be sent to the address noted on the task orders to be entered into the ICE Webview Invoice Consolidation Payment system. This will allow the COTR to certify the invoice for payment. The duplicate invoice, which must be marked as a duplicate, must be sent to the Contracting Officer to be kept as part of the file.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H-1. Contractor's Insurance/Bond Requirements

The Contractor shall maintain insurance in an amount not less than \$3,000,000 to protect the Contractor from claims under workman's compensation acts and from any other claims for damages for personal injury, including death which may arise from operations under this contract whether such operations by the Contractor itself or by any subcontractor or anyone directly or indirectly employed by either business entity. The Contractor shall maintain General Liability insurance: bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence is required.

Additionally, an automobile liability insurance policy providing for bodily injury and property damage liability covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property coverage. Certificates of such insurance shall be subject to the approval of the Contracting Officer for adequacy of protection. All insurance certificates required under this contract shall provide 30 days advance notice to the Government of any contemplated cancellation.

The Contractor shall provide that all staff having access to detainee monies and valuables are bonded in an amount sufficient to ensure reimbursement to the detainee by the Contractor in case of loss.

SECTION I
CONTRACT CLAUSES

I-1	52.252-2	Clauses Incorporated by Reference	FEB 1998
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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-2	52.201-1	Definitions	JUL 2004
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I-3	52.203-3	Gratuities	APR 1984
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I-4	52.203-5	Covenant Against Contingent Fees	APR 1984
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I-5	52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
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I-6	52.203-7	Anti-Kickback Procedures	JUL 1995
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I-7	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
I-8	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
I-9	52.203-12	Limitation on Payments to Influence Certain Federal Transactions	SEP 2007
I-10	52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
I-11	52.203-14	Display of Hotline Poster(s)	DEC 2007
I-12	52.204-2	Security Requirements	AUG 1996
I-13	52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
I-14	52.204-7	Central Contractor Registration	APR 2008
I-15	52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
I-16	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
I-17	52.215-2	Audit & Records – Negotiation	JUN 1999
I-18	52.215-8	Order of Precedence – Uniform Contract Format	OCT 1997
I-19	52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
I-20	52.215-15	Pension Adjustments & Asset Reversions	OCT 2004
I-21	52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
I-22	52.215-18	Reversion or Adjustment of Plans for Postretirement benefits (PRB) Other Than Pensions	JUL 2005
I-23	52.216-18	Ordering	OCT 1995

I-24	52.216-21	Requirements	OCT 1995
I-26	52.219-8	Utilization of Small Business Concerns	MAY 2004
I-27	52.219-9	Small Business Subcontracting Plan	APR 2008
I-28	52.222-1	Notice to the Government of Labor Disputes	FEB 1997
I-29	52.222-3	Convict Labor	JUN 2003
I-30	52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation	JUL 2005
I-31	52.222-21	Prohibition of Segregated Facilities	FEB 1999
I-32	52.222-26	Equal Opportunity	MAR 2007
I-33	52.222-29	Notification of Visa Denial	JUN 2003
I-34	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
I-35	52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
I-36	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
I-37	52.222-41	Service Contract Act of 1965	NOV 2007
I-38	52.222-43	Fair Labor Standards Act and Service Contract Act – Price Adjustments (Multiple Year and Option Contracts)	NOV 2006
I-39	52.222-50	Combating Trafficking in Persons	AUG 2007
I-40	52.223-5	Pollution Prevention and Right-to-Know	AUG 2003

		Information	
I-41	52.223-6	Drug-Free Workplace	MAY 2001
I-42	52.223-10	Waste Reduction Program	AUG 2000
I-43	52.223-14	Toxic Chemical Release Reporting	AUG 2003
I-44	52.224-1	Privacy Act Notification	APR 1984
I-45	52.224-2	Privacy Act	APR 1984
I-46	52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
I-47	52.227-1	Authorization and Consent	DEC 2007
I-48	52.229-3	Federal, State, and Local Taxes	APR 2003
I-48	52.230-2	Cost Accounting Standards	APR 1998
I-50	52.230-6	Administration of Cost Accounting Standards	MAR 2008
I-51	52.232-1	Payments	APR 1984
I-52	52.232-8	Discounts for Prompt Payment	FEB 2002
I-53	52.232-9	Limitation on Withholding of Payments	APR 1984
I-54	52.232-11	Extras	APR 1984
I-55	52.232-17	Interest	OCT 2008
I-56	52.232-18	Availability of Funds	APR 1984
I-57	52.232-23	Assignment of Claims	JAN 1986
I-58	52.232-25	Prompt Payment	OCT 2008
I-59	52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration	OCT 2003

I-60	52.233-1	Disputes	JUL 2002
I-61	52.233-3	Protest after Award	AUG 1996
I-62	52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
I-63	52.237-3	Continuity of Services	JAN 1991
I-64	52.242-13	Bankruptcy	JUL 1995
I-65	52.243-1	Changes---Fixed Price Alt. 1	APR 1984
I-66	52.244-5	Competition in Contracting	DEC 1996
I-67	52.244-6	Subcontracts for Commercial Items	DEC 2008
I-68	52.245-1	Government Property	JUN 2007
I-69	52.246-25	Limitation of Liability – Services	FEB 1997
I-70	52.248-1	Value Engineering	FEB 2000
I-71	52.249-2	Termination of Convenience of the Government (Fixed-Price)	MAY 2004
I-72	52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
I-73	52.253-1	Computer Generated Forms	JAN 1991
I-74	3052.242.71	Dissemination of Contract Information	DEC 2003
I-75	3052.245-70	Government Property Reports	JUN 2006
I-76	52.204-1	Approval of Contract	DEC 1989

This contract is subject to the written approval of the Procurement Contracting Officer and shall not be binding until so approved.

(End of clause)

I-77 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 60 days of the end of the current period.

(End of clause)

I-78 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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) (years).

(End of clause)

I-79 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees

DEC 2004

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

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

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

Notice to Employees

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

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

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

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

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

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

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

- (e) The requirement to post the employee notice in paragraph (b) does not apply to—
- (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—
- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such

involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

I-80 52.232-35 Designation of Office for Government Receipt of Government Receipt of Electronic Funds Transfer Information MAY 1999

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor’s electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(C) Designated office:

Name: Burlington Finance Center
Mailing Address: PO Box 5000, Burlington, VT. 05495-5000
Telephone Number: (b)(6); (b)(7)(C)
Person to Contact: (b)(6);
Electronic Address: (b)(6); @dhs.gov

(End of clause)

I-81 52.246-20 Warranty of Services MAY 2001

(a) *Definition.* “Acceptance,” as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and

conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Government. This notice shall state either—

(1) That the Contractor shall correct or re-perform any defective or nonconforming services; or

(2) That the Government does not require correction or re-performance.

If the Contractor is required to correct or re-perform, it shall be at no cost to the Government, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or re-performance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

**I-82 3052.204-70 Security Requirements for Unclassified
Information Technology Resources**

JUN 2006

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

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

(1) Within 30 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

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

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

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

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

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

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

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

(End of clause)

I-83 3052.204-71 Contractor Employee Access

JUN 2006

(a) "Sensitive Information," as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107–296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person’s privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

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

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

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

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees

authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

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

(End of clause)

I-84 3052.209-70 Prohibition on Contracts with Corporate Expatriates JUN 2006

(a) Prohibitions.

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

(b) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Treatment of Certain Rights.

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

(i) Warrants;

(ii) Options;

(iii) Contracts to acquire stock;

(iv) Convertible debt instruments;

(v) Others similar interests.

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

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

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

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

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

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

(End of clause)

I-85 3052.242-72 Contracting Officers Technical Representative DEC 2003

a. August Khalil is hereby appointed to act as the Contracting Officer's Technical Representative (COTR) under this contract.

b. The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

C. The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of clause)

SECTION J

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

- Attachment 1: Department of Labor Wage Determination No. 2005-2515 Revision No. 7
Dated 7/23/2008
- Attachment 2: Deliverables
- Attachment 3: Quality Assurance Surveillance Plan
- Attachment 4: CCA's Quality Control Plan

SECTION J ATTACHMENT 1:

DEPARTMENT OF LABOR WAGE DETERMINATION NUMBER 2005-2515 NO. 7
 REVISION DATED 7/232008

WD 05-2515 (Rev.-7) was first posted on www.wdol.gov on 07/29/2008

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Shirley F. Ebbesen	Division of		Wage Determination No.: 2005-2515
Director	Wage Determinations		Revision No.: 7
			Date Of Revision: 07/23/2008

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.58
01012 - Accounting Clerk II	16.38
01013 - Accounting Clerk III	18.32
01020 - Administrative Assistant	23.55
01040 - Court Reporter	21.79
01051 - Data Entry Operator I	11.67
01052 - Data Entry Operator II	14.32
01060 - Dispatcher, Motor Vehicle	15.40
01070 - Document Preparation Clerk	13.41
01090 - Duplicating Machine Operator	13.41
01111 - General Clerk I	10.80
01112 - General Clerk II	12.97
01113 - General Clerk III	14.88
01120 - Housing Referral Assistant	20.55
01141 - Messenger Courier	11.95
01191 - Order Clerk I	13.52
01192 - Order Clerk II	15.24
01261 - Personnel Assistant (Employment) I	14.74
01262 - Personnel Assistant (Employment) II	16.50
01263 - Personnel Assistant (Employment) III	18.38
01270 - Production Control Clerk	19.10
01280 - Receptionist	12.02
01290 - Rental Clerk	14.75
01300 - Scheduler, Maintenance	15.92
01311 - Secretary I	15.92

01312 - Secretary II	17.73
01313 - Secretary III	20.55
01320 - Service Order Dispatcher	14.63
01410 - Supply Technician	23.55
01420 - Survey Worker	16.59
01531 - Travel Clerk I	13.17
01532 - Travel Clerk II	14.22
01533 - Travel Clerk III	15.20
01611 - Word Processor I	12.27
01612 - Word Processor II	14.75
01613 - Word Processor III	16.59
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.80
05010 - Automotive Electrician	22.66
05040 - Automotive Glass Installer	21.68
05070 - Automotive Worker	20.91
05110 - Mobile Equipment Servicer	19.27
05130 - Motor Equipment Metal Mechanic	24.53
05160 - Motor Equipment Metal Worker	20.91
05190 - Motor Vehicle Mechanic	24.53
05220 - Motor Vehicle Mechanic Helper	18.48
05250 - Motor Vehicle Upholstery Worker	19.84
05280 - Motor Vehicle Wrecker	20.91
05310 - Painter, Automotive	22.66
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.17
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.04
07041 - Cook I	8.65
07042 - Cook II	9.89
07070 - Dishwasher	8.11
07130 - Food Service Worker	8.87
07210 - Meat Cutter	12.36
07260 - Waiter/Waitress	7.97
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.65
09040 - Furniture Handler	11.74
09080 - Furniture Refinisher	16.09
09090 - Furniture Refinisher Helper	13.74
09110 - Furniture Repairer, Minor	15.29
09130 - Upholsterer	16.65
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.90
11060 - Elevator Operator	8.17
11090 - Gardener	14.52
11122 - Housekeeping Aide	8.17
11150 - Janitor	8.17
11210 - Laborer, Grounds Maintenance	10.93
11240 - Maid or Houseman	7.73
11260 - Pruner	8.99
11270 - Tractor Operator	12.82
11330 - Trail Maintenance Worker	10.93
11360 - Window Cleaner	8.92
12000 - Health Occupations	
12010 - Ambulance Driver	14.22
12011 - Breath Alcohol Technician	15.64

12012	- Certified Occupational Therapist Assistant	19.58
12015	- Certified Physical Therapist Assistant	20.48
12020	- Dental Assistant	15.64
12025	- Dental Hygienist	32.49
12030	- EKG Technician	23.56
12035	- Electroneurodiagnostic Technologist	23.56
12040	- Emergency Medical Technician	14.22
12071	- Licensed Practical Nurse I	18.29
12072	- Licensed Practical Nurse II	20.52
12073	- Licensed Practical Nurse III	22.09
12100	- Medical Assistant	12.40
12130	- Medical Laboratory Technician	15.25
12160	- Medical Record Clerk	13.21
12190	- Medical Record Technician	16.02
12195	- Medical Transcriptionist	16.40
12210	- Nuclear Medicine Technologist	31.94
12221	- Nursing Assistant I	7.08
12222	- Nursing Assistant II	9.82
12223	- Nursing Assistant III	10.62
12224	- Nursing Assistant IV	12.40
12235	- Optical Dispenser	15.26
12236	- Optical Technician	13.90
12250	- Pharmacy Technician	17.44
12280	- Phlebotomist	13.30
12305	- Radiologic Technologist	24.27
12311	- Registered Nurse I	28.55
12312	- Registered Nurse II	33.22
12313	- Registered Nurse III, Specialist	35.29
12314	- Registered Nurse III	42.25
12315	- Registered Nurse III, Anesthetist	42.25
12316	- Registered Nurse IV	50.64
12317	- Scheduler (Drug and Alcohol Testing)	19.86
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	19.30
13012	- Exhibits Specialist II	24.74
13013	- Exhibits Specialist III	28.94
13041	- Illustrator I	18.07
13042	- Illustrator II	22.56
13043	- Illustrator III	27.38
13047	- Librarian	26.69
13050	- Library Aide/Clerk	10.00
13054	- Library Information Technology Systems Administrator	24.09
13058	- Library Technician	14.58
13061	- Media Specialist I	17.39
13062	- Media Specialist II	19.46
13063	- Media Specialist III	21.68
13071	- Photographer I	13.93
13072	- Photographer II	17.60
13073	- Photographer III	22.56
13074	- Photographer IV	26.40
13075	- Photographer V	30.06
13110	- Video Teleconference Technician	15.21
14000	- Information Technology Occupations	
14041	- Computer Operator I	16.26
14042	- Computer Operator II	18.19
14043	- Computer Operator III	20.28
14044	- Computer Operator IV	22.60

14045 - Computer Operator V	24.95
14071 - Computer Programmer I (1)	23.23
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	16.26
14160 - Personal Computer Support Technician	22.60
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.06
15020 - Aircrew Training Devices Instructor (Rated)	36.39
15030 - Air Crew Training Devices Instructor (Pilot)	43.20
15050 - Computer Based Training Specialist / Instructor	28.27
15060 - Educational Technologist	29.02
15070 - Flight Instructor (Pilot)	43.20
15080 - Graphic Artist	23.11
15090 - Technical Instructor	20.99
15095 - Technical Instructor/Course Developer	25.68
15110 - Test Proctor	18.43
15120 - Tutor	18.43
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.03
16030 - Counter Attendant	9.03
16040 - Dry Cleaner	10.89
16070 - Finisher, Flatwork, Machine	9.03
16090 - Presser, Hand	9.03
16110 - Presser, Machine, Drycleaning	9.03
16130 - Presser, Machine, Shirts	9.03
16160 - Presser, Machine, Wearing Apparel, Laundry	9.03
16190 - Sewing Machine Operator	12.26
16220 - Tailor	13.20
16250 - Washer, Machine	9.91
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.32
19040 - Tool And Die Maker	21.12
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.84
21030 - Material Coordinator	18.58
21040 - Material Expediter	18.58
21050 - Material Handling Laborer	12.26
21071 - Order Filler	11.46
21080 - Production Line Worker (Food Processing)	12.84
21110 - Shipping Packer	13.82
21130 - Shipping/Receiving Clerk	13.82
21140 - Store Worker I	10.53
21150 - Stock Clerk	14.93
21210 - Tools And Parts Attendant	13.58
21410 - Warehouse Specialist	12.84
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	28.07
23021 - Aircraft Mechanic I	26.73
23022 - Aircraft Mechanic II	28.07
23023 - Aircraft Mechanic III	29.47
23040 - Aircraft Mechanic Helper	20.93
23050 - Aircraft, Painter	24.39

23060 - Aircraft Servicer	23.28
23080 - Aircraft Worker	24.53
23110 - Appliance Mechanic	17.26
23120 - Bicycle Repairer	13.91
23125 - Cable Splicer	24.90
23130 - Carpenter, Maintenance	18.58
23140 - Carpet Layer	16.21
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	19.33
23182 - Electronics Technician Maintenance II	23.28
23183 - Electronics Technician Maintenance III	24.48
23260 - Fabric Worker	15.97
23290 - Fire Alarm System Mechanic	18.14
23310 - Fire Extinguisher Repairer	14.78
23311 - Fuel Distribution System Mechanic	19.17
23312 - Fuel Distribution System Operator	16.33
23370 - General Maintenance Worker	17.01
23380 - Ground Support Equipment Mechanic	26.73
23381 - Ground Support Equipment Servicer	23.28
23382 - Ground Support Equipment Worker	24.53
23391 - Gunsmith I	14.78
23392 - Gunsmith II	17.07
23393 - Gunsmith III	19.16
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.06
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	20.93
23430 - Heavy Equipment Mechanic	17.68
23440 - Heavy Equipment Operator	18.14
23460 - Instrument Mechanic	21.38
23465 - Laboratory/Shelter Mechanic	18.23
23470 - Laborer	10.97
23510 - Locksmith	17.26
23530 - Machinery Maintenance Mechanic	20.81
23550 - Machinist, Maintenance	20.16
23580 - Maintenance Trades Helper	13.58
23591 - Metrology Technician I	21.38
23592 - Metrology Technician II	22.31
23593 - Metrology Technician III	23.25
23640 - Millwright	20.48
23710 - Office Appliance Repairer	17.26
23760 - Painter, Maintenance	17.26
23790 - Pipefitter, Maintenance	19.44
23810 - Plumber, Maintenance	18.98
23820 - Pneudraulic Systems Mechanic	19.16
23850 - Rigger	19.47
23870 - Scale Mechanic	17.07
23890 - Sheet-Metal Worker, Maintenance	18.14
23910 - Small Engine Mechanic	17.07
23931 - Telecommunications Mechanic I	23.20
23932 - Telecommunications Mechanic II	24.23
23950 - Telephone Lineman	23.20
23960 - Welder, Combination, Maintenance	19.16
23965 - Well Driller	19.16
23970 - Woodcraft Worker	19.16
23980 - Woodworker	13.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.68

24580 - Child Care Center Clerk	12.06
24610 - Chore Aide	6.55
24620 - Family Readiness And Support Services Coordinator	11.43
24630 - Homemaker	15.41
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.14
25040 - Sewage Plant Operator	17.00
25070 - Stationary Engineer	21.14
25190 - Ventilation Equipment Tender	14.33
25210 - Water Treatment Plant Operator	16.65
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.82
27007 - Baggage Inspector	10.14
27008 - Corrections Officer	18.04
27010 - Court Security Officer	18.04
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	18.04
27070 - Firefighter	17.90
27101 - Guard I	10.14
27102 - Guard II	17.90
27131 - Police Officer I	23.33
27132 - Police Officer II	25.99
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.69
28042 - Carnival Equipment Repairer	11.24
28043 - Carnival Equipment Worker	8.25
28210 - Gate Attendant/Gate Tender	13.90
28310 - Lifeguard	12.38
28350 - Park Attendant (Aide)	15.55
28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	17.83
28630 - Sports Official	12.38
28690 - Swimming Pool Operator	15.85
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.78
29020 - Hatch Tender	17.78
29030 - Line Handler	17.78
29041 - Stevedore I	16.63
29042 - Stevedore II	18.93
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	38.22
30011 - Air Traffic Control Specialist, Station (HFO) (2)	26.36
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	29.02
30021 - Archeological Technician I	19.34
30022 - Archeological Technician II	23.15
30023 - Archeological Technician III	28.91
30030 - Cartographic Technician	28.67
30040 - Civil Engineering Technician	27.30
30061 - Drafter/CAD Operator I	19.18
30062 - Drafter/CAD Operator II	23.15
30063 - Drafter/CAD Operator III	25.80
30064 - Drafter/CAD Operator IV	29.47
30081 - Engineering Technician I	16.59
30082 - Engineering Technician II	20.41
30083 - Engineering Technician III	22.83
30084 - Engineering Technician IV	28.28
30085 - Engineering Technician V	36.15

30086 - Engineering Technician VI	41.85
30090 - Environmental Technician	27.24
30210 - Laboratory Technician	23.55
30240 - Mathematical Technician	28.67
30361 - Paralegal/Legal Assistant I	19.94
30362 - Paralegal/Legal Assistant II	24.71
30363 - Paralegal/Legal Assistant III	30.22
30364 - Paralegal/Legal Assistant IV	35.81
30390 - Photo-Optics Technician	28.67
30461 - Technical Writer I	20.79
30462 - Technical Writer II	25.43
30463 - Technical Writer III	29.06
30491 - Unexploded Ordnance (UXO) Technician I	24.29
30492 - Unexploded Ordnance (UXO) Technician II	29.39
30493 - Unexploded Ordnance (UXO) Technician III	35.23
30494 - Unexploded (UXO) Safety Escort	24.29
30495 - Unexploded (UXO) Sweep Personnel	24.29
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	23.95
30621 - Weather Observer, Senior (2)	27.71
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.55
31030 - Bus Driver	15.48
31043 - Driver Courier	12.73
31260 - Parking and Lot Attendant	8.34
31290 - Shuttle Bus Driver	13.87
31310 - Taxi Driver	10.49
31361 - Truckdriver, Light	13.87
31362 - Truckdriver, Medium	17.23
31363 - Truckdriver, Heavy	18.99
31364 - Truckdriver, Tractor-Trailer	18.99
99000 - Miscellaneous Occupations	
99030 - Cashier	9.10
99050 - Desk Clerk	10.65
99095 - Embalmer	21.55
99251 - Laboratory Animal Caretaker I	9.49
99252 - Laboratory Animal Caretaker II	10.62
99310 - Mortician	24.04
99410 - Pest Controller	14.21
99510 - Photofinishing Worker	10.43
99710 - Recycling Laborer	13.60
99711 - Recycling Specialist	16.58
99730 - Refuse Collector	12.13
99810 - Sales Clerk	11.41
99820 - School Crossing Guard	9.05
99830 - Survey Party Chief	20.96
99831 - Surveying Aide	14.35
99832 - Surveying Technician	18.13
99840 - Vending Machine Attendant	12.00
99841 - Vending Machine Repairer	14.41
99842 - Vending Machine Repairer Helper	12.31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees 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.

SECTION J ATTACHMENT 2:

Deliverables

<i>Item</i>	<i>SOW page</i>	<i>Description</i>	<i>Delivery Date</i>
1	6	Detainee Records	Continuous
2	12	Notice of facility readiness	To CO within 30 days after contract award
3	13	Plans, policies and procedures	To COTR prior to NTP
4	14	ACA accreditation	Within 12 months of NTP
5	14	Any records related to performance	To government upon completion or termination
6	15	Any litigation	Within 5 working days of filing
7	15	Congressional inquiry	Immediate
8	15	Press statements and releases	Prior to release
9	16	Quality Control Plan	No later than the post award conference
10	18	Employee manual	NTP date
11	18	Employee receipt of ICE Operations Policy and Procedure manual	Upon request by COTR
12	18	Employees certifications that they have read and understand the standards of conduct	Upon request by COTR
13	19	Staffing plan	Prior to implementation
14	19	Detention officer assignment roster	Daily 24 hours in advance
15	19	Names of Supervisory Detention Officers	Before commencement of services
16	19	Shift roster	Daily upon completion of the third shift
17	19	Vacancy report	By 5th of each month
18	20	Resumes of key personnel	Before any employee is assigned to perform duties
19	21	Organizational chart	Upon request of the COTR or CO
20	22	Pre-employment checks	Before any employee is assigned to perform duties
21	22	Training plan	No less than 30 days after contract award and before commencement
22	23	Health needs policies/procedures (5 subcategories)	Upon request of the COTR or CO
23	24	Health care complaints	Upon request of the COTR or CO, or DIHS
24	25	DIHS approval, requests and pre-authorizations	Upon request of the COTR or CO, or DIHS
25	25	Reply to medical cure letter	Within 10 days after receipt of cure letter
26	27	Interior security specifications for vehicles	Prior to installation
27	27	Overnight lodging requests	In advance of trip
28	28	Current status of vehicles/employees	Upon demand of COTR
29	28	Departure documents	Prior to detainee departure

30	31	Standards of conduct and corresponding disciplinary actions	Before any employee is assigned to perform duties
31	31	Report of any contract employee misconduct	Immediate to COTR
32	32	I-9 form: "Employment Eligibility Verification"	Before any employee is assigned to perform duties
33	33	Medical records	Upon request by COTR
34	34	Drug tests (other than prior to EOD)	Upon request by COTR within 24 hours of receipt
35	34	Notification of changes in employee's health status	Immediate to COTR
36	34	Removal from duty	Immediate to COTR
37	34	Tuberculosis skin test certificates	Prior to EOD and annually thereafter
38	37	Personnel files	Upon request of the COTR or CO
39	38	Certification of issuance of uniforms and credentials	Prior to contract performance date
40	38	Business permits/licenses	Upon request of COTR
41	38	Registrations, Commissions, Permits, and Licenses Verifications	Prior to EOD
42	39	Work Schedules	One week in advance for each two week period
43	39	Employment report	At completion of each shift
44	39	GSA Form 139 or ICE equivalent	Upon request of COTR
45	39	Manpower report	To COTR monthly
46	39	Changes in duty hours	24 hours in advance of duty
47	40	Uniform receipt certification	Prior to entry on duty
48	41	Guard post assignment record	Upon request of COTR
49	44	Employee actions and information relating to disqualifying information or incidents of delinquency	Immediate to COTR
50	45	Non-returned ID card/pass	Immediate to COTR
51	47	Initial drug test	To COTR prior to EOD
52	48	On job training records (OJT)	To COTR upon completion
53	50	Refresher training documentation	Annually upon completion to COTR
54	50	"60 day" training format and schedules	To COTR and/or CO prior to commencement of training
55	51	Training certifications	Prior to training class
56	51	Training forecast/lesson plan	To COTR on a monthly basis for next 60 days
57	51	Supervisor training documentation	To COTR upon completion of training
58	52	Training reports	Monthly to COTR
59	55	Intelligence information	Immediate to ICE-designee
60	55	Serious incidents	Immediate to COTR
61	56	Emergency plans	Prior to the issuance of the NTP

62	56	Intervention equipment	To COTR prior to commencement of performance
63	57	Security incidents-computers	To COTR within four hours of an incident
64	58	Log books	Upon request of COTR
65	58	Manifest-detainees	Daily to COTR
66	59	Contract termination	To CO on contract completion or termination
67	59	Key indicators report	Monthly, to COTR by 5th of next month of record
68	59	Special reports	As directed by government requirements
69	60	Contraband reports	To COTR within 24 hours of discovery
70	60	Physical facility damage documentation	To COTR by end of shift
71	60	Court records	To COTR upon request
72	61	Post orders	Upon request of COTR
73	61	Physical force incident report	To COTR within 24 hours of receipt by Warden
74	63	Lost and found	To COTR
75	63	Written report for escapes	To COTR by end of shift
76	64	Report of physical harm or threat to safety, health or welfare	Immediately to COTR, with follow-up report within 24 hours
77	64	Monthly injury report	To COTR monthly
78	64	Detainee death reports	To COTR immediately
79	72	Food worker contingency plan	To COTR prior to issuance of NTP
80	73	Auditor certifications-commissary	To COTR quarterly
81	76	Spill report	Immediate to COTR
82	76	Design/construction documents	To COTR prior to the issuance of NTP
83	81	Videos	To COTR upon request
84	87	Firearms control register	To COTR upon request
85	87	Firearms training and proficiency	To COTR quarterly
86	87	Weapons permits	To COTR three days prior to EOD
87	31,55	Criminal activities	Immediate to COTR and appropriate law enforcement agency
88	42-44	Security forms	No less than 5 days before starting date of contract or EOD
89	XXXX	Contract discrepancy reports (CDR)	Within five working days of COTR transmission
90	XXXX	Corrective action plan (when a CDR is filed)	Within five working days of COTR transmission
91	XXXX	Outcome measures required for ACA accreditation or QASP under PBNDS	Monthly to COTR on request

SECTION J ATTACHMENT 3:

Immigration and Customs Enforcement
Detention and Transportation Services



Contract Detention Facilities (CDF)

Quality Assurance Surveillance Plan

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**QUALITY ASSURANCE SURVEILLANCE PLAN
FOR THE
CONTRACT DETENTION FACILITIES (CDF)
IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)
OFFICE OF DETENTION AND REMOVAL OPERATIONS (DRO)**

1. INTRODUCTION

The Government's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Contractors/service providers, and not the Government, are responsible for the day-to-day operation of the SPCs, the delivery of secure housing of the detainees, Stationary Detention Services and Transportation of detainees, and all the management and quality control actions required to meet the terms of the contract. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The service provider is required to develop a comprehensive program of inspections and monitoring actions and to document its approach in a Quality Control Plan (QCP). The service provider's QCP, upon approval by the Government, will be made a part of the resultant agreement.

This QASP is designed to provide an effective surveillance method to monitor the service provider's performance relative to the requirements listed in the agreement. The QASP illustrates the systematic method the Government (or its designated on-site representative) will use to evaluate the services the service provider is required to furnish.

This QASP is based on the principle that the Government must validate that the Contractor/service provider is complying with Immigration and Customs Enforcement, Detention and Removal Operations (ICE/DRO)-mandated quality standards in providing security, detention services, and transportation. Performance standards address all facets of guard services, detainee handling, including the related administrative, safety, health, facility, and records management, etc. Efficient management by the service provider and use of an approved QCP will ensure that the facility is operating within acceptable quality levels.

2. DEFINITIONS

Acceptable Quality Level: The minimum level of quality that will be accepted by the Government in order to meet the performance standard.

Contracting Officer's Technical Representative (COTR): The COTR interacts with the service provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the agreement. The Contracting Officer issues a written memorandum that appoints the COTR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The service provider will be notified

immediately if such a situation arises. The Contracting Officer in consultation with the Program Office will determine the amount of the deduction. Amounts deducted are not recoverable. The assessment of deductions does not preclude the Contracting Officer from initiating other applicable contract actions and remedies, if applicable.

Functional Area: A logical grouping of performance standards.

Measures: The method for evaluating compliance with the standards.

PBND: Performance Based National Detention Standards

Performance Requirements Summary (Attachment A): The Performance Requirements Summary (PRS) depicts what the Government intends to qualitatively inspect. The PRS is based on:

9. American Correctional Association (ACA) Standards for Adult Detention Facilities (most current edition) and the most recent copy of the supplement issued every two years. A copy is obtainable through the Internet website <http://www.aca.org/store/>
10. ICE/DHS * Officer's Handbook
11. M-68 (A Guide to Proper Conduct and Relationships with Aliens and the General Public) –
<http://onlinepluse.insICE/graphics/lawsregs/handman/handbkman/fieldmangd.htm>
12. The ICE/DHS* Detention Standards – A copy is obtainable on the Internet website www.ice.gov. In the search icon insert "DRO Detention Standards"
13. All rules and regulations governing usage of firearms, public buildings and grounds
14. All regulations provided to the Contractor through the COTR

Note: * Documents are under revision as of December 2007, and being changed from INS (Immigration and Naturalization Service) to ICE. Current editions/versions apply.

The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by the Government reviewers (or their designated representative) when conducting quality assurance surveillance to guide them through the inspection and review processes for assessing compliance in meeting Government standards.

Performance Standards: The performance standards are established in the DRO ICE Performance Based National Detention Standards (NDS) and contained in the Detention Operations Manual, at <http://www.ice.gov/partners/dro/opsmanual/index.htm>,

as well as the ACA standards for Adult Local Detention Facilities (ALDF). Other standards may also be defined in the agreement.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment A for information on percentage of invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (see Sections 7 and 8) if the COTR and Contracting Officer confirm resolution/correction, and should be included in the next month's invoice.

3. QUALITY CONTROL PLAN

As a part of its agreement with the Government, the service provider is required to develop, implement, and maintain a Quality Control Plan (QCP) that describes the methods it will use to review its performance to ensure it conforms to the performance requirements. The service provider in order to validate its operations, and assure the Government that the services meet the performance standards performs such reviews.

The service provider's QCP should include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by DRO. The reports and other results generated by the service provider's QCP activities shall be provided to the COTR as requested.

The frequency and type of the service provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards, but no less frequent than what is described in the Government's monitoring instrument/worksheets (see Attachment C).

The contractor/service provider is encouraged not to limit its inspection to only the processes outlined in the Government's standard; however, certain key documents must be produced by the provider to assure the Government that the services meet the performance standards. Some of the documentation that must be generated and made available to the COTR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The service provider must develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping ensuring ongoing operational compliance with the standards (e.g., inventories, logbooks, register of receipts, reports)
- Staff training records
- Contract discrepancy reports (CDR's)
- Investigative reports
- Medical records
- Records of investigative actions taken

- Equipment inspections

4. METHODS OF SURVEILLANCE

The Government will inspect the facility and operations using worksheets it developed for this purpose. All facilities will be subject to an annual full facility review using the procedures outlined in the Detention Management Control Program (DMCP), as well as the ACA Standards for ALDF. More frequent inspections may be required by the COTR. The Government's annual full facility reviews will use the monitoring checklists (see Attachment C) embedded in the standards to assess overall performance, by reviewing specific items within the nine functional areas on a daily, weekly, monthly, and/or quarterly basis. Both annual and routine inspections will include a review of the service provider's QCP activities including the reports and results generated by them.

The COTR or designee will evaluate the service provider's performance by (a) conducting site visits to assess the facility and detainee health and welfare conditions, (b) reviewing documentation, and (c) interviewing the service provider's personnel and/or detainees. NOTE: For day-to-day activities, the Government will conduct its surveillance using the worksheets created for this purpose, along with the Contract Deficiency Reports (CDR's; see Attachment B) and the "Contract Performance Monitoring Tool" set forth in Attachment C. Where ICE/DRO standards are referenced for annual review purposes, the "Monitoring Instruments" and "Verification Sources" identified in the ICE/DRO standard will be used.

4.1 Site Visits: Site visits are used to observe actual performance and to conduct interviews to determine the extent of compliance with performance standards, and to ensure any noted deficiencies are effectively addressed and corrected as quickly as possible. All Government facilities will have an on-site COTR designee. Routine reviews may involve direct observation of the service provider personnel performing tasks, interacting with detainees and other staff members, and/or reviewing documentation that demonstrates compliance with the DRO standards. On-site inspections may be performed by the ICE COTR or by other parties designated as representatives of ICE. Inspections may be planned (e.g., annual inspections and the regularly scheduled inspections identified in Attachment C) or ad-hoc.

4.2 Ad-Hoc: These inspections are unscheduled and will be conducted as a result of special interests or unexpected conditions arising from routine monitoring of the service provider's QCP, an unusual occurrence pertaining to the agreement, or other ICE concerns. These inspections may also be used as a follow-up to a previous inspection. Inspection findings will be provided to the service provider as appropriate.

When visiting a site, either the COTR or a designated third party may conduct their own inspections of service provider performance activities, or accompany the service provider's designated Quality Control Inspector (QCI) on scheduled inspections. The COTR may also immediately inspect the same area as soon as the QCI has completed the

quality control inspection to determine if any surveillance areas were overlooked. The COTR may also inspect an area prior to the QCI and compare results. The COTR will record all findings; certain deficiencies noted will be provided in writing and must be corrected within a reasonable amount of time (see Attachment B).

4.3 Review of Documentation: The service provider must develop and maintain all documentation as prescribed in the performance standards (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the service provider must also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The COTR will review both forms of documentation to affirm that the facility conditions, policies/procedures, and handling of detainees all conform to the performance standards stated herein. When reviewing the service provider's documentation, the Government may review 100 percent of the documents, or a representative sample. Documentation may be reviewed during a site visit, or at periodic points throughout the period of performance.

4.4 Interviews and Other Feedback: The COTR will interview key members of the service provider's staff, detainees, and other Government personnel to ascertain current practices and the extent of compliance with the performance standards.

5. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas corresponding to the requirements in the Performance Work Statement (PWS). Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the service provider based on meeting the performance standards. Payment withholdings will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the service provider at least 30 calendar days in advance of implementation of the new standard(s). If the service provider is not provided with the notification, adjustment to the new standard must be made within 30 calendar days after notification. If any change affects pricing, the service provider may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without advance notice to the service provider, so long as the standards are not more stringent than those being replaced, unless agreed upon by the parties.

6. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the service provider to receive full payment as identified in the agreement. The Contracting

Officer may take deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the service provider’s activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews, and other feedback. As a result of its surveillance, the service provider will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated/observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard’s attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the service provider’s monthly invoice as prescribed in Attachment A.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government *deducts* (vs. “withholds”) amounts from the service provider’s monthly invoice. This may happen when an event occurs, such as an escape, traffic accident due to contractor negligence, or sexual abuse, when a particular deficiency is noted three or more times without correction, or when the service provider has failed to take timely action on a deficiency about which he/she was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the service provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in “Security and Control,” but may also relate to a deficiency in the area of “Administration and Management.”

7. NOTIFICATIONS

- (a) Based on the inspection of the service provider’s performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR form located at Attachment B. To the extent practicable, issues should be resolved informally, with the COTR and service provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the service provider with a date when a response is due. Upon receipt of a CDR, the service provider must immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event,

the service provider must return the CDR with the action planned or taken noted. After the COTR reviews the service provider's response to the CDR including its plan/remedy, the COTR will either accept plan or correction or reject the correction/plan for revision and provide an explanation. This process should take no more than one week. The service provider should not use the CDR as a substitute for quality control.

- (c) The COTR and CO, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; central detainee monitoring cases admitted to a community hospital; witness security cases taken outside the facility; significant environmental problems that impact the facility operations; transportation accidents (airlift, bus, etc.) resulting in injuries, death, or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR must include the complete CDR (with official response from Contractor/service provider) in its monthly report to DRO Headquarters, with a copy to the Contracting Officer. The CDR must be accompanied by the COTR's investigation report and written recommendation for any withholding. If contractual action including a withholding or deduction is appropriate, DRO headquarters will forward the CDR and supporting information to the Contracting Officer for action. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the service provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in Section 6 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken.
- (e) Following receipt of the service provider's notification that the correction has been made, the COTR may re-inspect the facility. Based upon the COTR's findings, he/she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.

- (f) If funds have been withheld and either the Government or the service provider terminates the agreement, those funds will not be released. The service provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the service provider is not relieved of full performance of the required services hereunder; the agreement may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COTR will maintain a record of all open and resolved CDRs.

8. DETAINEE/MEMBER OF PUBLIC COMPLAINTS

The detainee and the public are the ultimate recipients of the services identified in this agreement. Any complaints made known to the COTR will be logged and forwarded to the service provider for remedy. Upon notification, the service provider will be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The service provider will submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the service provider will document its findings and notify the COTR.

9. ATTACHMENTS

- A Performance Requirements Summary
- B Contract Discrepancy Report
- C Performance Monitoring Tool

Attachment A- Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p style="text-align: center;">Safety (15%)</p> <p>(Addresses a safe work environment for staff, volunteers, contractors and detainees)</p>	<p>PBNDS references:</p> <ol style="list-style-type: none"> 1. Emergency Plans; 2. Environmental Health and Safety; 3. Transportation (by Land). <p>SOW references:</p> <ol style="list-style-type: none"> 1) II-N: Transportation only 2) VI-K: Maintain Institutional Emergency Readiness; 3) VII-J: Control of Chemicals; 4) VII-S: Evacuation Plans. 	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> <p>Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</p> <p>Periodic reviews in accordance with the contract performance monitoring tool (see attached)</p>	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A Contract Discrepancy Report that cites violations of cited PBNDS and SOW(contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to 15% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p style="text-align: center;">Security (20%)</p> <p>(Addresses protect the community, staff, contractors, volunteers, and detainees from harm)</p>	<p>PBNDS references:</p> <ol style="list-style-type: none"> 1) Admission and Release; 2) Classification System; 3) Contraband; 4) Facility Security and Control; 5) Funds and Personal Property; 6) Hold Rooms in Detention Facilities; 7) Key and Lock Control; 8) Population Counts; 	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p> <p>Annual review of facility using Detention</p>	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool 	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)</p>	<p>A Contract Discrepancy Report that cites violations of PBNDS and SOW(contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	<p>9) Post Orders; 10) Searches of Detainees; 11) Sexual Abuse and Assault Prevention and Intervention; 12) Special Management Units; 13) Staff-Detainee Communication; 14) Tool Control; 15) Use of Force and Restraints.</p> <p>SOW References:</p> <p>1) VI-B: Manage the Receiving and Discharge of Detainees; 2) VI-C: Manage and Account for Detainee Assets (funds, property); 3) VI-D: Securely Operate the Facility; 4) VI-E: Establish and Maintain a Program for the Prevention of Sexual Abuse/Assault; 5) VI-H: Maintain Detainee Accountability; 6) VI-J: Provide Security Inspection System; 7) VII-A: Security and Control (General); 8) VII-B: Unauthorized Access; 9) VII-C: Direct Supervision of Detainees; 10) VII-D: Log Books; 11) VII-E: Records and Reports; 12) VII-F: Detainee Counts; 13) VII-G: Daily Inspections; 14) VII-H: Control of Contraband;</p>	<p>Management Control Program (DMCP) procedures and based upon the performance standard</p> <p>Periodic reviews in accordance with the contract performance monitoring tool (see attached)</p>	<ul style="list-style-type: none"> • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs 		

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	15) VII-I: Keys and Access Control Devices; 16) VII-K: Post Orders; 17) VII-L: Deviation from Prescribed Schedule Assignments; 18) VII-M: Use of Force Policy; 19) VII-N: Use of Restraint Policy; 20) VII-Q: Escapes; 21) XIV: Firearms \ Body Armor				
Order (10%) (Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability)	PBNDS references: 1) Disciplinary System. SOW references: 1) VI-G: Enforce the Detainee Disciplinary System; 2) VIII: Detainee Rights, Rules, Discipline, and Privileges.	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard Periodic reviews in accordance with the contract performance monitoring tool (see attached)	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs 	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A Contract Discrepancy Report that cites violations of PBNDS and SOW(contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Care (20%) (Addresses contractor responsibility	PBNDS references: 2) Food Service; 3) Hunger Strikes; 4) Medical Care;	Performance measures are reflected in the monitoring instrument that accompanies each	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control 	Performance fully complies with all elements of standard at a level no less than	A Contract Discrepancy Report that cites violations of PBNDS and SOW(contract) sections that provide for the basic needs

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
to provide for the basic needs and personal care of detainees)	5) Personal Hygiene; 6) Suicide Prevention and Intervention; 7) Terminal Illness, Advanced Directives, and Death. SOW references: 1) II-N: Housing, Health, and Medical Care Only; 2) VI-F: Establish and Maintain a Program for Suicide Prevention and Intervention 3) VII-T: Injury, Illness, and Reports; 4) VII-V: Medical Requests; 5) VII-W: Emergency Medical Evacuation; 6) VII-X: Detainee Death or Injury; 7) VII-Y: Sanitation and Hygienic Living Conditions; 8) X: Health Services; 9) XI: Food Services; 10) XII-A: Manage Detainee Clothing, Linens, and Bedding.	standard or in the supplemental performance monitoring tool issued by the COTR Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard Periodic reviews in accordance with the contract performance monitoring tool (see attached)	Program (DMCP) procedures and based upon the performance standard <ul style="list-style-type: none"> • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs • 	acceptable (see Section 6 of the QASP)	and personal care of detainees, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Activities (10%) (Addresses contractor responsibilities to reduce the negative effects of confinement)	PBNDS references: 1) Correspondence and Other Mail; 2) Escorted Trips for Non-Medical Emergencies; 3) Marriage Requests; 4) Recreation; 5) Religious Practices; 6) Telephone Access; 7) Visitation; 8) Voluntary Work Program.	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR Annual review of facility using Detention	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool 	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A Contract Discrepancy Report that cites violations of PBNDS and SOW(contract) sections that reduce the negative effects of confinement, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	SOW references: 1) IX- Manage a Detainee Work Program; 2) XII-B: Manage Multi-Denominational Religious Service Program; 3) XII-C: Provide for a Detainee Recreation Program; 4) XII-E: Manage and Maintain a Detainee Telephone System.	Management Control Program (DMCP) procedures and based upon the performance standard Periodic reviews in accordance with the contract performance monitoring tool (see attached)	<ul style="list-style-type: none"> • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs • 		
Justice (15%) (Addresses contractor responsibilities to treat detainees fairly and respect their legal rights)	PBNDS references: 1) Detainee Handbook; 2) Grievance System; 3) Law Libraries and Legal Materials; 4) Legal Rights Group Presentations. SOW references: 1) XII-F: Law Library.	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs 	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A Contract Discrepancy Report that cites violations of PBNDS and SOW sections that treat detainees fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to 15% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Administration and Management (10%) (Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements)	PBNDS references: 1) Detention Files; 2) News Media Interviews and Tours; 3) Staff Training; 4) Transfer of Detainees; 5) Definitions.	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the	<ul style="list-style-type: none"> • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard 	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 6 of the QASP)	A Contract Discrepancy Report that cites violations of PBNDS and SOW sections that require the service provider to administer and manage the facility in a professional and responsible manner consistent with legal requirements,

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (NDS, ICE POLICIES, PWS)	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	SOW references: 1) I: Introduction; 2) II: General Requirements (except division N); 3) III: Personnel; 4) IV: Background and Clearance Procedures; 5) V: Training; 6) VI-A: Manage Information System for Collecting, Retrieving, Storing and Reporting Detainee Information; 7) VI-I: Collect and Disseminate Intelligence Information; 8) VI-L: Manage Computer Equipment and Services in Accordance with all Operational Security Requirements; 9) VII-O: Intelligence Information; 10) VII-P: Lost and Found; 11) VII-U: Protection of Employees; 12) XII-D: Manage and Maintain a Commissary; 13) XII-G: Physical Plant; 14) XIII: Property Accountability.	COTR	<ul style="list-style-type: none"> • Periodic reviews in accordance with the attached performance monitoring tool • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs 		permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

Attachment B - Contract Discrepancy Report

CONTRACT DISCREPANCY REPORT			1. CONTRACT NUMBER
Report Number:			Date:
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COTR)	
DATES			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.)</i>			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)			
6. TO: (COTR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COTR			
CONTRACTING OFFICER			

Attachment C – Performance Monitoring Tool

Detention and Removal Operations

Performance Monitoring Tool

Facility Name: _____ Month/Year: _____



**U.S. Immigration
and Customs
Enforcement**

Frequency					DETENTION STANDARD	Rating A/D/R	Corrective Action Required / Comments	Due Date
D	W	M	Q					
					1. Admission and Release			
				A.	ICE information is available for initial classification			
				B.	Medical screening taking place within timeframes			
				C.	Inventory detainee personal effects			
				D.	Detainee funds accountability in place for admin/release			
				E.	(b)(7)(E)			
				F.	Appropriate clothing and bedding issued			
				G.	Orientation material in English, Spanish or most prevalent second language			
					2. Detainee Classification System			
				A.	All detainees classified appropriately upon arrival			
				B.	Reassessment and reclassification process in place			
				C.	Housing assignments are based upon classification			
				D.	Work assignments are based upon classification system			
				E.	Detainees are assigned color coded uniforms/wrist bands to reflect classification level			
					3. Contraband			
				A.	Policy in place for handling contraband			
				B.	Contraband disposed of properly and documented			

D	W	M	Q		DETENTION STANDARD	Rating A/D/R	Corrective Action Required/ Comments	Due Date
				C.	Facility staff make a concerted effort to control contraband			
					4. Correspondence and Other Mail			
				A.	Incoming mail screened and delivered daily			
				B.	Outgoing mail screened for contraband			
				C.	Legal mail opened in front of detainee			
				D.	Incoming funds processed properly			
				E.	Rules for correspondence and other mail posted in housing unit or common areas, and detainee handbook			
				F.	Facility has a system for detainees to purchase stamps			
				G.	SMU has same correspondence privileges as general population			
					5. Detainee Handbook			
				A.	Staff aware of handbook contents and follow procedures			
				B.	Available in both English and Spanish and/or second most prevalent language			
				C.	Handbook is updated as necessary			
				D.	Orientation material available to illiterate detainees			
					6. Detainee Files			
				A.	Detention file created for each new arrival			
				B.	Detention files contain documents generated during custody			
				C.	Detainee files maintained in a secure area			
					7. Disciplinary Policy			
				A.	Rules of conduct/sanctions provided in writing			
				B.	Incident reports investigated within 24 hours			
				C.	Disciplinary panel adjudicate infractions			

				D.	Disciplinary sanctions are in accordance with standards			
				E.	Staff representation available			
D	W	M	Q		DETENTION STANDARD	Rating A/D/R	Corrective Action Required / Comments	Due Date
					8. Emergency Plans			
				A.	Staff trained			
				B.	Written plans			
				C.	Evacuation routes primary and secondary			
				D.	A complete set of emergency plans is available			
				E.	Staff work stoppage plan is available			
					9. Environmental Health and Safety			
				A.	System for storing/issuing/maintaining hazardous materials			
				B.	Complete inventories of hazardous materials maintained			
				C.	A complete list of MSDS readily accessible to staff and detainees			
				D.	Fire prevention/control/evacuation plan			
				E.	Conduct fire/evacuation drills according to schedule/standard			
				F.	Staff trained to prevent contact with blood and bodily fluids			
				G.	(b)(7)(E)			
				H.	Every employee and detainee using flammable, toxic, or caustic materials receives advance training in their use, storage, and disposal			
				I.	Safety Office (or officer) maintains files of inspection reports; Including corrective actions taken			
				J.	Facility appears clean and well maintained			
				K.	All flammable and combustible materials (liquid and aerosol) are stored and used according to label			

D	W	M	Q		recommendations	Rating A/D/R	Corrective Action Required / Comments	Due Date
					10. Non-Medical Emergency Escorted Trips			
				A.	The Field Office Director considers and approves, on a case-by-case basis, trips to visit an immediate family member in accordance with standards			
					11. Security Inspections			
				A.	(b)(7)(E)			
				B.				
				C.				
				D.				
				E.				
				F.				
				G.				
				H.				
				I.				
				J.		The facility has a written policy and procedures to prevent the introduction of contraband into the facility or any of its components		
				K.	(b)(7)(E)			

				L.	(b)(7)(E)			
D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required/ Comments	Due Date
				M.	(b)(7)(E)			
					12. Food Service			
				A.	Appropriate security measures for sharps are in place			
				B.	Appropriate food temperatures are maintained for both hot and cold food			
				C.	Food Service department maintained at a high level of sanitation			
				D.	Detainees receive safety and appropriate equipment training prior to beginning work in department			
				E.	A minimum of two hot meals served daily			
				F.	Facility has a standard 35 day cycle menu			
				G.	A registered dietician conducts nutritional analysis			
				H.	All menu changes documented			
				I.	Common fare menu for authorized detainees			
				J.	Weekly inspections conducted and documented			
					13. Funds and Personal Property			
				A.	Inventory personal property/funds is maintained			
				B.	Funds/valuables documented on receipt			
				C.	Detainees property searched for contraband			
				D.	Staff forward arriving detainees medication to medical staff			
				E.	Detainee funds are deposited into the cash box			

				F.	Staff secure every container used to store property with a tamper-proof numbered strap			
				G.	Quarterly audits of detainee baggage & luggage are conducted, verified, and logged			
D	W	M	Q		DETENTION STANDARDS	RATING A/D/R	Corrective Action Required/ Comments	Due Date
					14. Detainee Grievance Procedures			
				A.	Grievance procedures in place			
				B.	Staff awareness of procedures for emergency grievances			
				C.	Grievance log is utilized			
				D.	Staff forward any grievances alleging staff misconduct to ICE			
				E.	Informal resolution to a detainee grievance documented in detention file			
					15. Hold Rooms in Detention Facilities			
				A.	Detainees are not held in hold rooms longer than 12 hours			
				B.	All detainees pat searched prior to placement in hold room			
				C.	Maintain detention log for each detainee in hold room			
				D.	Written evacuation plan posted for each hold room			
				E.	Hold rooms contain sufficient seating for the number of detainees held			
				F.	No bunks/cots/beds or other related make shift sleeping apparatuses are permitted inside hold rooms			
				G.	Male and females are segregated from each other at all times			
				H.	Detainees are provided with basic personal hygiene items such as water, soap, toilet paper, cups for water, feminine hygiene items, diapers and wipes			
				I.	Officers closely supervise the detention hold rooms. (b)(7)(E)			

D	W	M	Q						
					16. Hunger Strikes				
				A.	Procedures for referring detainee to medical if verbally refused or observed refusing to eat beyond 72 hours				
					DETENTION STANDARDS				Rating A/D/R
				B.	Staff receive training in identification of hunger strike				Corrective Action Required / Comments
				C.	Process for determining reason for hunger strike				Due Date
					17. Key and Lock Control				
				A.	(b)(7)(E)				
				B.					
				C.					
				D.					
				E.					
				F.					
					18. Access to Legal Material				
				A.	Adequate equipment is available for detainees				
				B.	Legal materials/law library current and available for detainees				
				C.	Detainee access provided to include SMU				
				D.	Denials documented				
				E.	Schedule for use implemented 5 hours weekly per detainee				
				F.	Access to legal material within 24 hours of written request				
				G.	Indigent detainees provided free stamps/envelopes for legal matters				

D	W	M	Q			Rating A/D/R	Corrective Action Required / Comments	Due Date
					19. Group Presentations on Legal Rights			
				H.	ICE/DRO approved videos played for all incoming detainees			
				I.	Posters announcing presentation appear in common areas at least 48 hours prior to presentation			
					DETENTION STANDARDS			
				J.	Detainees in SMU receive separate presentation			
				K.	Facility ensures adequate presentations so all detainees wanting to attend have the opportunity			
					20. Marriage Requests			
				A.	Marriage written requests approved by FOD			
					21. Medical Care			
				A.	Intake process includes medical and mental health screening			
				B.	Sick call procedures established			
				C.	Adequate medical staff available proportionate to population			
				D.	Pharmaceuticals stored in a secure area			
				E.	All detainees receive physical examination/assessment within 14 days of arrival			
				F.	Sick call slips available in English, Spanish and/or most prevalent second language			
				G.	The facility has a written plan for 24 hour emergency health care when no medical staff are on-duty or when immediate outside medical attention is required			
				H.	Medical records are available and transferred with the detainee			
				I.	Records are maintained of medication distribution			
				J.	All sharps are under strict control and accountability			

				K.	A sharps container is used to dispose of used sharps			
				L.	The medical department is maintained at a high level of sanitation			
D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
					22. Issuance and Exchange of Clothing, Bedding, and Towels			
				A.	Clothing provided upon intake and exchanged weekly			
				B.	Sheets and towels exchanged weekly			
				C.	Climate appropriate clothing issued and maintained in good repair			
				D.	Facility provides and replenishes personal hygiene items as needed, at no cost to detainee			
				E.	Showers operate between 100 degrees and 120 degrees			
				F.	Showers meet ADA standards and requirements			
				G.	Food Service detainee volunteers exchange garments daily			
					23. Population Counts			
				A.	(b)(7)(E)			
				B.				
				C.				
				D.				
				E.				
					24. Post Orders			
				A.	Every post has a post order, current & signed by the facility administrator			
				B.	Housing unit officers record all detainee activity in a log			

				C.	(b)(7)(E)			
				D.	Staff sign post orders, regardless of whether the assignment is temporary, permanent, or due to an emergency			
				E.	Anyone assigned to an armed post qualifies with the post weapons before assuming post duty			
D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
					25. Recreation			
				A.	Outdoor/indoor recreation is provided			
				B.	Access to recreation activities 1 hour x 5 days			
				C.	(b)(7)(E)			
				D.	In unit sedentary activities are available			
					26. Religious Practices			
				A.	Detainees are allowed to engage in religious services			
				B.	Authorized religious items are allowed in detainee possession			
					27. Special Management Unit (Administrative Segregation)			
				A.	Written order accompany detainee placed in SMU			
				B.	SMU reviews are conducted in a timely manner (3,7,14,30,60)			
				C.	Detainees in SMU have access to legal materials			
				D.	Detainees in SMU retain visiting privileges			
				E.	Maintain a permanent log regarding detainee related activities			

				F.	SMU phone access same as general pop unless exception is made			
				G.	Detainees in SMUs may shave and shower three times weekly and receive other basic services (laundry, hair care, barbering, clothing, bedding, linen) on the same basis as the general population			
				H.	(b)(7)(E)			
				I.	A health care provider visits every detainee in a SMU at least 3x week, and detainees are provided any medications prescribed for them			
D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				J.	Detainees in the SMU are offered at least one hour of recreation per day, scheduled at a reasonable time, at least five days per week. Where cover is not provided to mitigate inclement weather, detainees are provided weather-appropriate equipment and attire			
				K.	When a detainee has been held in Admin Segregation for more than 30 days, the facility administrator notifies the Field Office Director, who notifies the ICE/DRO Deputy Assistant Director, Detention Management Division			
					28. Special Management Unit (Disciplinary Segregation)			
				A.	Written order accompany detainee placed in SMU			
				B.	SMU reviews are conducted in a timely manner (3,7,14,30,60)			
				C.	Admin SMU detainees enjoy same privileges as gen pop			
				D.	Detainees in SMU have access to legal materials			
				E.	Detainees in SMU retain visiting privileges			

				F.	Maintain a permanent log regarding detainee related activities			
				G.	Written order accompany detainee placed in disciplinary SMU			
				H.	Detainees in disciplinary SMU have access to legal materials			
				I.	Detainees in disciplinary SMU retain visiting privileges			
				J.	Disciplinary SMU phone access limited to legal/consular calls			
				K.	Detainees in SMUs may shave and shower three times weekly and receive other basic services (laundry, hair care, barbering, clothing, bedding, linen) on the same basis as the general population			
D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				L.	(b)(7)(E)			
				M.	A health care provider visits every detainee in a SMU at least 3x week, and detainees are provided any medications prescribed for them			
				N.	Detainees in the SMU are offered at least one hour of recreation per day, scheduled at a reasonable time, at least five days per week. Where cover is not provided to mitigate inclement weather, detainees are provided weather-appropriate equipment and attire			
					29. Staff-Detainee Communication			
				A.	(b)(7)(E)			
				B.				
				C.	Detainee requests answered within 72 hours			
				D.	ICE SDC visit schedules are posted in housing unit			
				E.	Request forms are available to detainees			

				F.	There is a secure box available for detainees to place requests in for ICE staff that is checked on a daily basis			
				G.	Unannounced ICE staff housing unit visits occur weekly			
				H.	Visiting staff observe, document and communicate current climate and conditions of confinement			
					30. Suicide Prevention and Intervention			
				A.	The facility has a written suicide prevention and intervention program approved and signed by the health authority and facility administrator which is reviewed annually			
				B.	Every new staff member receives suicide-prevention training. Suicide-prevention training occurs during the employee orientation program and annually thereafter			
				C.	The facility has a designated and approved isolation room for evaluation and treatment			
D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				D.	Staff observes and documents the status of a suicide-watch detainee (b)(7)(E)			
					31. Telephone Access			
				A.	Upon intake, detainees are made aware of phone policies			
				B.	Out of order phones reported to service provider			
				C.	Telephones inspected regularly by staff			
				D.	Telephone access rules posted in each housing unit			
				E.	The number for the ICE OIG is posted in housing units			
				F.	The pro bono list is posted in housing units			
				G.	Emergency phone call messages delivered to detainees			
				H.	Special access calls are available to detainees			
				I.	Notification of telephone monitoring posted by unit phones			

					32. Terminal Illness, Advanced Directives, and Death			
				A.	Detainees who are chronically or terminally ill are transferred to an appropriate off-site facility			
				B.	The facility has written plans for addressing organ donations			
				C.	There is a policy addressing Do Not Resuscitate Orders			
				D.	The facility has written procedures detailing the proper notifications			
					33. Tool Control			
				A.	(b)(7)(E)			
				B.				
				C.				
				D.				
D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				E.	There is an individual who is responsible for developing a tool control procedure and an inspection system to ensure accountability			
				F.	A metal or plastic chit is taken in exchange for all tools issued, and when a tool is issued from a shadow board the receipt chit shall be visible on the shadow board			
				G.	Broken or worn out tools are surveyed and disposed of in an appropriate and secure manner			
				H.	Department heads are responsible for implementing proper tool control procedures as described in the standard			
					34. Detainee Transfer			
				A.	Detainee provided with detainee transfer notification form			

				B.	Health records/transfer summary accompany detainee			
				C.	Funds and personal property accompany detainee			
				D.	A-File/work folder accompany detainee			
					35. Transportation (Land Transportation)			
				A.	Documentation indicating safety repairs are completed immediately and vehicles are not used until they have been repaired and inspected, is available for review			
				B.	Officers use a checklist during every vehicle inspection			
				C.	Transporting officers limit driving time to 10 hours in any 15 hour period when transporting detainees			
				D.	(b)(7)(E)			
				E.	Policies and procedures are in place addressing the use of restraining equipment on transportation vehicles			
D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
				F.	(b)(7)(E)			
				G.	Vehicles have written contingency plans on board			
					36. Use of Force			
				A.	Policy governing immediate/calculated use of force			
				B.	All use of force incidents documented and reviewed			
				C.	Video tapes of incidents preserved/catalogued for 2 1/2 yrs			
				D.	Detainee is seen by medical immediately after incident			
				E.	Facility subscribes to prescribed confrontation avoidance procedures			
				F.	Staff trained in use of force techniques			
				G.	Appropriate procedures in place for using 4 point restraints			
				H.	Medical staff consulted prior to deploying OC spray in calculated use of force situations			

				I.	(b)(7)(E)			
					37. Visitation			
				A.	Written visitation schedule posted and accessible to the public			
				B.	General visitation log book maintained			
				C.	Visitor dress code enforced			
				D.	Legal visitation available 7 days a week			
				E.	Facility complies with visitation schedule			
				F.	Visitors are searched and identified per standards			
				G.	Current list of Pro Bono services posted in detainee housing			
D	W	M	Q		DETENTION STANDARDS	Rating A/D/R	Corrective Action Required / Comments	Due Date
					38. Voluntary Work Program			
				A.	Facility has a voluntary work program			
				B.	Maintain a written chart with work assignments/classification level			
				C.	Facility complies with work hour and pay requirements for detainees			
				D.	Detainees are medically screened to participate			
				E.	Detainees receive proper training and safety equipment			
				F.	Detainee housekeeping meets standards for neatness, cleanliness and sanitation			

SECTION J ATTACHMENT 4:

Corrections Corporation of America – Quality Control Plan

3.2.1 Quality Control Plan

Quality Assurance will continue to be a daily core activity of the Houston Processing Center utilizing a Quality Control Plan (QCP) that is fully consistent with the Performance Work Statement (PWS). The QCP provides the Government with the necessary level of assurance that all required programs and services are being provided, and that public safety is ensured at all times. The QCP coincides with, but does not solely rely on, independent audit and oversight activity conducted by the Government, the American Correctional Association (ACA), the National Commission on Correctional Health Care (NCCHC), and other organizations including but not limited to: the fire marshal, OSHA, health inspector, etc. CCA staff or other highly qualified corrections professionals monitor the implementation of policies, procedures and general management practices using a structured, comprehensive audit methodology that is compatible with that of the Government.

The goal of the QCP is to ensure facility operations are effective and consistent with specific national standards, policy and procedures, contract requirements, and public policy. To accomplish this, CCA uses a multi-level approach to auditing and monitoring programs and operations based on the following steps:

- Developing, employing and modifying, as necessary, an effective and comprehensive audit instrument;
- Performing regular internal audits and self-monitoring;
- Performing regular unannounced internal corporate audits using dedicated Facility Support Center (FSC) QA auditors who are subject matter experts in the areas reviewed (CCA's corporate office is referred to internally as the Facility Support Center);
- Preparing comprehensive audit reports; and
- Ensuring comprehensive CCA corporate oversight and analysis of those audits and corrective action where applicable.

CCA understands that auditing is an essential management tool that provides timely and essential information on program performance. CCA also understands that the Government is required under 31 U.S.C. § 3512(b)(1) and OMB Circular A-123 to establish and maintain a process for evaluating and improving internal control systems and assuring the Secretary of the Department of Homeland Security that the agency is operating effectively, efficiently, and in compliance with applicable regulations. The QCP works in conjunction with the Government's monitoring of the contract to provide continuous quality assurance. CCA has been successful in developing a relationship of trust and integrity with ICE at numerous facilities in addition to the Houston Processing Center, as listed below, and looks forward to continuing this relationship.

- Central Arizona Detention Center, Florence, AZ
- Eden Detention Center, Eden, TX (formerly ICE, now BOP)
- Elizabeth Detention Center, Elizabeth, NJ

- Eloy Detention Center, Eloy, AZ
- Florence Correctional Center, Florence, AZ
- Hernando County Jail, Brooksville, FL
- Laredo Processing Center, Laredo, TX
- San Diego Correctional Facility, San Diego, CA
- Stewart Detention Center, Lumpkin, GA
- T. Don Hutto Residential Center, Taylor, TX
- Torrance County Detention Facility, Estancia, NM
- West Tennessee Detention Facility, Mason, TN

INSPECTIONS

Every aspect of the facility is reviewed continuously throughout the year and comprehensively twice a year – once via an internal audit conducted by facility staff and once on an unannounced basis by a Facility Support Center based internal audit team, composed of highly qualified non-facility staff. This methodology ensures that every policy, procedure and contract requirement is consistently being reviewed and helps ensure our goal of continuous compliance and quality improvement. The use of unannounced proactive auditing and compliance procedures, unmatched by peers in our industry, also allows CCA management to identify those areas of operational risk potentially requiring additional resources, staff training, policy revisions or other needed changes in corporate or local facility operations.

Facility Oversight

Regular oversight of facility operations is established in CCA corporate and facility policy, which requires the Warden, Assistant Warden, Chief of Security, Maintenance Supervisor, Quality Assurance Manager and Investigator to visit all detainee living units, food services, segregation unit and intake area at least weekly. Other department heads and supervisory staff are encouraged to visit these living and work areas as often as practicable.

Compliance with this policy is documented by a review of logbooks, which are maintained in designated areas. As with all corporate and facility policies, compliance with this policy is monitored both internally as part of the facility self-audit and annually as part of the independent FSC based internal corporate audit.

As required by CCA corporate and facility policy, the Warden prepares a quarterly facility report for submittal to the FSC. This report includes statistical data on the total number of serious incidents, unusual occurrences, major uses of force, disciplinary sanctions, allegations of abuse, number and categories of detainee grievances; a departmental activity summary; statistical data concerning employees (i.e., turnover, number of new hires, resignations, training schedules); significant events during the quarter; the result of self-monitoring activities; and problems encountered and how they were addressed. These reports become part of the facility internal audit file.

Corporate Oversight

The Managing Director, FSC Quality Assurance, in conjunction with other corporate employees, coordinates the internal Quality Control Plan for the facility, including scheduling of internal corporate audits conducted by FSC QA Auditors, identifying audit team members, and other logistical information. He/she will provide auditors with summary materials regarding the facility, including:

- Reports of prior audits;
- Internal CCA data regarding systemic problems to be assessed at the facility;
- Any assessment devices administered by the Government and made available to CCA;
- Data from other information sources such as the GAO, OIG, new legislative regulations, etc.; and
- Any other analysis of available information that might suggest trends or patterns of any type and which should be examined in the course of an audit.

He/she will ensure that the approved audit instrument is maintained current by the local facility. He/she will review for quality control purposes all completed internal and external audits and ensure substantive local and corporate responses to all audit findings, including:

- Analyzing audit results to identify specific risks and policy changes, develop recommendations for procedural or contractual changes, and to identify any needed changes in the audit process itself;
- Tracking subsequent events, such as major incidents, staffing changes, changes in mission, etc. that might impact facility performance;
- Tracking workload and performance data (number and nature of detainee incidents, staff vacancies and turnover, minority hiring, recognition awards, accidents, staff and detainee grievances, investigations, detainee disciplinary actions, class waiting lists, course completions, detainees employed, medical duty status, custody levels, security level versus crowding, and staffing) to determine recent trends; and
- Tracking remedial action on past audits and preparing for upcoming audits.

In addition, other corporate officials may exercise periodic facility or department audits, as directed by the Vice President of Operations responsible for the facility. When appropriate, designated auditors may include specific corporate staff, such as directors, managers and other corporate employees with expertise in specific areas of operation.

The designated corporate QA manager will monitor progress toward closure of the audit. This will include an immediate review of the response, appropriateness and feasibility of the plans of action, and ongoing progress toward completion of all plans of action.

Either the designated corporate QA manager or the Government on-site staff may initiate follow-up reporting measures on specific portions of the audit. These measures may include progress reports, plans of action, technical assistance visits or follow-up targeted audits. Such steps will be taken on a case-by-case basis.

When corporate-level approval is required for achieving necessary corrective action for audits, the corporate Managing Director, FSC QA, will work with the Warden and other CCA top management officials to accomplish the required changes. The Facility QA

manager, as Monitored by the FSC Manager, Audit Compliance, will refer any corrective action extending beyond sixty (60) days after the date of the report to the responsible corporate senior divisional director and Business Unit Vice President.

METHODOLOGY

Pre-Approved Audit Instrument

The audit instrument is the cornerstone of the program, as it is used by the facility to conduct both internal and external audits. CCA has developed a comprehensive audit instrument that embodies all essential operational and program requirements of the contract. The instrument will be amended to reflect the current PWS and as policies, procedures, ACA standards, or contract requirements change.

The audit instrument specifically requires the auditors to identify any material weaknesses in facility operations. Additionally, the user guidelines require auditors to identify any deficiencies or significant concerns that could have an adverse impact elsewhere within CCA or which, if not corrected, could develop into a significant process or program failure.

The guidelines for the facility are structured with the objective of providing the following information:

- Assurance that programs are in compliance with the PWS, applicable laws, regulations, policies and procedures;
- Identification of areas for potential fraud, waste, abuse, mismanagement and illegal acts, so as to prevent such activity when possible, detect it, and report it if actually substantiated;
- Identification of weaknesses in financial or administrative controls and recommendations for corrective steps;
- Identification and promotion elsewhere in CCA facilities of best practices and lessons learned in efficient management practices and programs;
- Assurance that program performance is reliably reflected in management and statistical reports;
- The basis for developing additional performance indicators used to monitor vital programs and operations; and
- Recommended solutions to issues or corrective actions to problems.

Audit guidelines are written clearly, reflecting the need for observations of pertinent program activity, relevant documentation, and face to face interviews with appropriate staff and inmates for purposes of assessment of the facility's social climate. These guidelines monitor specific practices in support of policy and contract requirements.

Audits also address quality of facility life, which encompasses, but is not limited to, assessing the following areas:

- Safety and sanitation of housing conditions;
- Religious opportunities;
- Leisure activities and recreation;

- Counseling services;
- Medical and mental health services;
- Food service;
- Access to courts; and
- Detainee grievances.

Other specific audit areas include:

- Security;
- Personnel and training;
- Laundry and commissary services;
- Facility management;
- Environmental concerns;
- Purchasing and financial operations; and
- Other support services.

CCA Mobile Auditing Program

CCA uses cutting edge auditing technology as an important enhancement to its QCP. This technology enables CCA auditors to use a Mobile Auditing Program to conduct quality assurance audits. While inspecting a facility, CCA's FSC based QA auditors enter audit results into audit instruments on laptop or hand-held computers. The completed audit is then uploaded to a secure web site for review and analysis by facility and corporate management on their individual computers. Audit information can also be entered directly onto the web site and data analyzed by using a personal computer with an internet connection.

The online facility-specific information available through the audit program significantly decreases auditor inspection preparation and audit completion time. Having inspection documents, inspection references and standardized inspection reports online has allowed auditors to increase their knowledge of sources of inspection requirements and decrease report writing time. Real time reporting allows audit team members and CCA management to review inspection results immediately and then to analyze and track key discrepancies and plans of action. The use of online reports also enables CCA to be proactive in addressing and preventing issues companywide.

Internal Audits

The entire facility is comprehensively audited by its own staff at least once a year, although CCA may conduct a full internal audit at any time to determine program effectiveness. The facility is responsible for conducting an internal audit program, which consists of two components as described below. The facility Quality Assurance Manager will be responsible for managing both aspects of the local program.

The first type of audit is a once-a-year complete in-house audit using the approved audit instrument conducted by qualified local facility staff. Overall responsibility for ensuring that the internal audit is conducted in accordance with policy rests with the Warden. The Warden selects the members of the audit team, provides them with direction, training, set timetables for completion of the audit itself and the report, and ensures appropriate follow-up of all deficiencies. The Warden may direct the team to concentrate on specific areas or departments, as facility needs dictate, but not to the detriment of a thorough audit in the remaining departments. Staff selected as members of the audit team use the established audit guidelines.

The audit report will be provided to the Warden and the Quality Assurance Manager in a timely manner. All supporting documents for the audit will be kept on file by the Quality Assurance Manager.

The second type of internal audit is conducted in addition to the annual in-house audit, and involves periodic internal departmental audits, under the direction of the Quality Assurance Manager, throughout the year. Audit areas are subdivided so that some operational topic is covered each month. For example, an audit of this type conducted in the Correctional Services department would cover functions such as tool control, key control, armory operations, detainee accountability, entry procedures and others. Ordinarily, specific employees who are experienced in the department being audited will conduct these audits.

The results of this ongoing, more detailed review cycle will be reported to the department head, Assistant Warden responsible for the function audited and the Quality Assurance Manager. A plan of action (POA) will be developed for any area of concern, identifying the staff person responsible for ensuring rectifying measures are taken. Each POA will contain a clearly indicated date for the completion of corrective action.

FSC Quality Assurance Division Audits

Once a year, non-facility teams from the FSC Quality Assurance Department use the agreed-upon audit instrument to audit the facility on an unannounced basis. CCA also reserves the option to conduct an independent FSC corporate audit at any other time to determine program effectiveness.

GAO standards for Government audits emphasize auditor qualifications, subject matter expertise, auditor independence, and quality assurance in the audits themselves. CCA's approach to auditor selection also incorporates these values. The importance of the independence and autonomy with which the Quality Assurance department must operate is emphasized by CCA's senior executives. This is noted in the organizational placement of the QA Department within the Office of General Counsel. This ensures impartiality and eliminates any potential conflict of interest in the reporting of operational audit findings to the Operations Divisions.

Further, FSC QA auditors are selected from the ranks of highly experienced correctional and subject matter professionals, all of which are full-time QA staff employed at CCA's Facility Support Center. The company will provide specific training in auditing techniques and the specific requirements of this contract.

Established team leaders (Director, Operational Audits) conduct every FSC QA Division corporate audit. The team leader is responsible and accountable for the following tasks:

- Organizing and supervising the on-site audit process;
- Assuring all relevant staff are afforded the opportunity to be fully involved in the audit activities;
- Maintaining lines of communication with the warden, other managerial personnel and the FSC Managing Director, QA throughout the audit;
- Establishing and maintaining a file of the audit findings, recommendations, plans of action for areas of concern, and follow-up contacts;
- Conducting closeout reviews and a final exit interview at the conclusion of the audit, with staff identified by the warden;
- Discussing in relevant detail during the exit interview all findings to be included in the final report; and
- Presenting the final audit report, ensuring all audit findings and recommendations are supported by sufficient evidence.

COMMUNICATION PLAN

Audit Reports

Audit reports relate specific findings, both adverse and positive, and are governed by the principle of "auditing by exception." Topics within the scope of the audit not mentioned in the report will be deemed as having no material weaknesses or deficiencies.

Audit reports will be specific, concise and limited to substantive content. Detailed operational area sections will be written in a manner that generalists or professionals outside the specialty area involved will be able to understand.

The audit report will contain the following elements:

- A cover memorandum conveying the report;
- A background section briefly describing the facility, its mission and the methodology used to conduct the audit;
- A statement of assurance based on audit findings, that programs comply with applicable laws, regulations, policies, and procedures. Any exceptions will be noted in this section and completely explained in a later section;
- An explicit description of the auditors' examination of any areas for potential fraud, waste, abuse, mismanagement and illegal acts, with recommendations for action, if any;
- Explicit identification of material weaknesses, deficiencies or uncorrected repeat items from prior audits, with recommendations for action, if any;
- A description of how programs are achieving desired results and recommendations for any methods of improving service delivery;
- Identification of efficient management practices and programs that can be used as commendable or "best practices" at other facilities within CCA;

- An assessment of the manner in which program performance is measured and reflected in management and statistical reports maintained by CCA or the Government;
- A statement regarding any additional performance indicators that would assist in monitoring vital programs and operations;
- A section outlining noteworthy facility accomplishments and commendations; and
- A brief conclusion, noting staff who are present at the exit interview and any preliminary reaction by local staff to the information conveyed in that session.

Because identifying material weaknesses is a central part of assuring the Government of the quality of operation of the facility, each audit report will specifically state if there are any material weaknesses evident. Material weaknesses are conditions which:

- Significantly impair the fulfillment of an agency or component's mission;
- Deprive the public of needed services;
- Violate statutory and regulatory requirements;
- Significantly weaken safeguards against waste, loss, unauthorized use, or misappropriation of funds, property or other assets;
- Result in a conflict of interest;
- Merit the immediate attention of CCA senior management, Government staff or appropriate law enforcement agencies; and
- Any other conditions whose omission from the report could reflect adversely on the management integrity of the facility, CCA or the Government.

In addition to material weaknesses, auditors will identify, investigate and report on significant problems, areas of non-compliance and areas in need of improvement. Such conditions will be categorized consistent with the Government's definition of deficiencies. Deficient areas are defined as:

- 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; and
- Failure to meet program objectives.

The Director, Operational Audits, will compile the final audit report, including a narrative of observations by the team. The audit team leader is responsible for assembly of the final report, which will be distributed to the Warden and the Quality Assurance Manager within a reasonable timeframe after the audit is completed through CCA's Office of General Counsel. At the same time, copies will be provided to the CCA's Executive Vice President and Chief Corrections Officer; Managing Director, QA; the appropriate Business Unit Vice President;

and the CCA Divisional Managing Director responsible for the facility, and the Government on-site staff as requested.

SUPERVISORY PLAN

Facility Responsibility

The Warden will ensure that auditors are granted access to all relevant documents, all reasonably available employees and detainees for interviews, all areas of the facility, and all internal audit documents relating to the current audit, if not previously provided.

CCA employs a Quality Assurance Manager at the Houston Processing Center, who reports directly to the Warden. The Quality Assurance Manager is responsible for ACA and NCCHC accreditation and managing the operational details of the QCP. The Quality Assurance Manager:

- Works with corporate quality assurance staff to create a facility-specific, web-based, audit instrument that will be reviewed and approved by the Warden, corporate QA department and the Government prior to implementation or change;
- Tracks all local policy, procedure and contractual changes against the approved audit instrument, requesting corporate updates as needed and obtaining Government approval for any changes;
- Schedules both categories of internal audits, using facility-based subject matter experts;
- Serves as the local coordinator for all external audit activity;
- Tracks all audit deviations, plans of action, and other remedial actions related to audit outcomes; and
- Makes recommendations to the Warden for policy and procedure changes that will increase the effectiveness and efficiency of the audit program.

The Warden is responsible for developing a plan of action response to each audit at the facility in a timely manner. This plan of action response will contain all findings and recommendations requiring a specific response from the facility. The Warden may also present alternative methods of correcting the problem or improving the program.

Deficiencies in the areas of policy, regulation or contract are not negotiable. They must be corrected immediately unless resource limitations or other justifiable constraints preclude timely compliance. Any constraints must be explained, and a realistic time frame for correction must be specified. The Warden must provide assurance that internal control systems have been put into place to prevent recurrence of each problem, with a specific statement of how that will be accomplished.

Coordinating with the Government

As an integral part of the evaluation and monitoring process, staff at the Houston Processing Center cooperate collaboratively with Government staff, providing access to detainees and staff in all areas of the facility at all times. Government staff have access during normal administrative working hours to all books, records, reports and self-monitoring documents maintained by CCA concerning the operation of the facility. Government personnel may attend selected meetings,

staffings or hearings and review facility records, detainee files and budget documents as required.

On a day-to-day basis, facility staff provide verbal information to the Government on-site staff. Facility staff also provide specified written reports to the Government on a regular and immediate basis, when requested. Routine daily interaction between facility and Government staff occurs during the course of ordinary business. Facility staff are diligent in ensuring both courteous and timely cooperation with all Government staff. CCA is committed to maintaining a cooperative relationship with its contracting agencies.

Corporate Involvement

Corporate involvement with the Government on-site staff will be a priority. The CCA Managing Director, QA, is responsible for coordinating the following specific audit-related issues with designated Government staff:

- Revision of the audit instrument as may be dictated by statutory, contractual, or operational changes;
- Provision of copies of all internal and external audits to the Government, as well as all plans of action and other responsive documents as requested; and
- Coordination with the Government on all other matters of mutual concern.

In addition to the regular involvement of the corporate QA department, from time to time other corporate officers may interact with the Government, depending on the issue involved. These corporate officers may include:

- **Vice President, Facility Operations:** The Vice Presidents, Facility Operations are primarily responsible for the oversight of the operations department of their assigned facilities and may become involved in assuring that operational issues are carried out in a satisfactory manner.
- **General Counsel:** The General Counsel is primarily responsible for contract compliance and may be involved in the event of a question involving the facility's compliance with its contract, or in any issues having to do with litigation against CCA, or any of its employees for acts related to CCA's management of the facility.
- **Chief Financial Officer:** The Chief Financial Officer may be involved in issues relating to payments due under the contract or any questions relating to the prices quoted in this proposal.
- **Vice President, Real Estate:** The Vice President, Real Estate may be involved in the event of damage to the physical plant and the need for repair or renovation.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 162	
2. CONTRACT NO. HSCEDM-09-D-00007		3. AWARD/ EFFECTIVE DATE 04/01/2009		4. ORDER NUMBER		5. SOLICITATION NUMBER HSCEDM-09-R-00002	
6. SOLICITATION ISSUE DATE 01/22/2009		7. FOR SOLICITATION INFORMATION CALL: a. NAME (b)(6); (b)(7)(C)		b. TELEPHONE NUMBER (No collect calls) (b)(6); (b)(7)(C)		8. OFFER DUE DATE/LOCAL TIME E.S	
9. ISSUED BY CODE ICE/DM/DC-DC ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6); Attn: (b)(6); (b)(7)(C) Washington DC 20536				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> Sole Source NAICS: SIZE STANDARD: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO CODE		16. ADMINISTERED BY CODE ICE/DM/DC-DC ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6); Attn: (b)(6); (b)(7)(C) Washington DC 20536			
17a. CONTRACTOR/OFFEROR CODE (b)(7)(E) FACILITY CODE		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18a. PAYMENT WILL BE MADE BY CODE ICE-DRO-FHQ-DMD DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-DRO-FHQ-DMD Williston VT 05495-1620			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA See schedule			
26. TOTAL AWARD AMOUNT (For Govt. Use Only) (b)(4)		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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. The Contractor will be responsible for the detention, security, control, and well-being of detainees, and accountable for the detainees' personal possessions. The Contractor shall furnish, 24 hours (Use Reverse and/or Attach Additional Sheets as Necessary)				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) (b)(6); (b)(7)(C)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1001	<p>per day, 7 days per week, the necessary physical structure, equipment, facilities, personnel, and services to provide a program of temporary residential care for male or female adult detainees at a single facility.</p> <p>Funding will be provided on subsequent task orders.</p> <p>Period of Performance: 04/01/2009 to 03/31/2014</p> <p>Detention Services</p> <p>Guaranteed Minimum - (b)(4)</p> <p>(b)(4)</p> <p>Bed Day Rate (b)(4)</p>	(b)(4)			
1002	<p>In Accordance with the Performance Work Statement</p> <p>Detention Services</p> <p>Above the Guaranteed Minimum (b)(4)</p> <p>(b)(4) Total Man Days</p> <p>In accordance with the Performance Work Statement</p>	(b)(4)			
1003	<p>Transportation</p> <p>Guaranteed Mileage - (b)(4) Miles Annually</p> <p>Inclusive of all associated transportation costs</p> <p>In accordance with the Performance Work Statement</p> <p>Continued ...</p>	(b)(4)			

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 _____ 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____ 42a. RECEIVED BY (Print) _____
 42b. RECEIVED AT (Location) _____
 42c. DATE REC'D (YY/MM/DD) _____ 42d. TOTAL CONTAINERS _____

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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)
1004	Transportation Above the Guaranteed Mileage Rate - (b)(4) Per Mile Inclusive of all associated transportation costs In accordance with the Performance Work Statement				
1005	Detainee Volunteer Wages (\$1.00p/day x Estimated 40,000 Detainees)	40000	EA	1.00	
1006	On-Call Post/Guard Services (Estimated (b)(4))	(b)(4)			
1007	Deliverables In accordance with the Performance Work Statement (Not Separately Priced)			(b)(4)	
2001	Detention Services - Option I Guaranteed Minimum - (b)(4) (b)(4) Total Man Days Bed Day Rate (b)(4) In Accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/31/2010			(b)(4)	
2002	Detention Services - Option I Above the Guaranteed Minimum (b)(4) (b)(4) Total Man Days In accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/31/2010			(b)(4)	
2003	Transportation - Option I Guaranteed Mileage - (b)(4) Miles Annually Inclusive of all associated transportation costs In accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/31/2010			(b)(4)	
2004	Transportation - Option I Above the Guaranteed Mileage Rate - (b)(4) Per Mile Inclusive of all associated transportation costs Continued ...				(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)
	In accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/31/2010				
2005	Detainee Volunteer Wages Option I (b)(4) Amount: (b)(4) (Option Line Item) 03/31/2010				(b)(4)
2006	On-Call Post/Guard Services - Option I (Estimated (b)(4) Amount: (b)(4) (Option Line Item) 03/31/2010				(b)(4)
2007	Deliverables In accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/31/2010 (Not Separately Priced)				(b)(4)
3001	Detention Services - Option II Guaranteed Minimum - (b)(4) (b)(4) Total Man Days Bed Day Rate (b)(4) In Accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/31/2011				(b)(4)
3002	Detention Services - Option II Above the Guaranteed Minimum (b)(4) (b)(4) Total Man Days In accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/31/2011				(b)(4)
3003	Transportation - Option II Guaranteed Mileage - (b)(4) Miles Annually Inclusive of all associated transportation costs In accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/31/2011 Continued ...				(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)
3004	Transportation - Option II Above the Guaranteed Mileage Rate - (b)(4) Per Mile Inclusive of all associated transportation costs In accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/31/2011				(b)(4)
3005	Detainee Volunteer Wages - Option II (b)(4) Amount: (b)(4) (Option Line Item) 03/31/2011			(b)(4)	
3006	On-Call Post/Guard Services - Option II (Estimated (b)(4) Amount: (b)(4) (Option Line Item) 03/31/2011			(b)(4)	
3007	Deliverables In accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/31/2011 (Not Separately Priced)			(b)(4)	
4001	Detention Services - Option III Guaranteed Minimum - (b)(4) (b)(4) Total Man Days Bed Day Rate (b)(4) In Accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/01/2012			(b)(4)	
4002	Detention Services - Option III Above the Guaranteed Minimum (b)(4) (b)(4) Total Man Days In accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/01/2012			(b)(4)	
4003	Transportation - Option III Guaranteed Mileage - (b)(4) Miles Annually Inclusive of all associated transportation costs Continued ...			(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)
	In accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/31/2012				
4004	Transportation - Option III Above the Guaranteed Mileage Rate - (b)(4) Per Mile Inclusive of all associated transportation costs In accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/31/2012				(b)(4)
4005	Detainee Volunteer Wages - Option III (b)(4) Amount: (b)(4) (Option Line Item) 03/31/2012				(b)(4)
4006	On-Call Post/Guard Services - Option III (Estimated (b)(4) Amount: (b)(4) (Option Line Item) 03/31/2012				(b)(4)
4007	Deliverables In accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/31/2012 (Not Separately Priced)				(b)(4)
5001	Detention Services - Option IV Guaranteed Minimum - (b)(4) (b)(4) Total Man Days Bed Day Rate (b)(4) In Accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/31/2013				(b)(4)
5002	Detention Services - Option IV Above the Guaranteed Minimum (b)(4) (b)(4) Total Man Days In accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/31/2013				(b)(4)
	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)
5003	Transportation - Option IV Guaranteed Mileage - (b)(4) Miles Annually Inclusive of all associated transportation costs In accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/31/2013	(b)(4)			
5004	Transportation - Option IV Above the Guaranteed Mileage Rate - (b)(4) Per Mile Inclusive of all associated transportation costs In accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/31/2013	(b)(4)			
5005	Detainee Volunteer Wages - Option IV (b)(4) Amount: (b)(4) (Option Line Item) 03/31/2013	(b)(4)			
5006	On-Call Post/Guard Services - Option IV (Estimated (b)(4) Amount: (b)(4) (Option Line Item) 03/13/2013	(b)(4)			
5007	Deliverables In accordance with the Performance Work Statement Amount: (b)(4) (Option Line Item) 03/31/2013 (Not Separately Priced) Invoice Instructions Contractors, please use these procedures when you submit an invoice for all acquisitions emanating from ICE/OAQ. 1. Invoices shall be submitted via one of the following three methods: a. By mail: DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620 Attn: ICE-DRO-FHQ-DMD Continued ...	(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>b. By facsimile (fax) at: 802-288-7658 (include a cover sheet with point of contact & # of pages)</p> <p>c. By e-mail at: (b)(7)(E)@dhs.gov</p> <p>Invoices submitted by other than these three methods will be returned. Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to ICE/OAQ to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall also be notated on every invoice.</p> <p>Receiving Officer/COTR: Each Program Office is responsible for acceptance and receipt of goods and/or services. Upon receipt of goods/services, complete the applicable FFMS reports or DFC will not process the payment.</p> <p>The obligated amount of award: (b)(4) The total for this award is shown in box 26.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00039	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6); WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(4) Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN (b)(4) 10 BURTON HILLS BLVD NASHVILLE TN 37215		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE (b)(7)(E) FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007	
		10B. DATED (SEE ITEM 13) 04/22/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1, Changes
	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 159734151

Program Office POC: (b)(6); (b)(7)(C)

COR: (b)(6); (b)(7)(C)

Onsite COR: (b)(6); (b)(7)(C)

Onsite COR: (b)(6); (b)(7)(C)

Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov

Contracting Officer: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to approve the Request for Equitable Adjustment resulting from DOL Wage Determination Number 2015-5233, Revision 9 and 10, dated January 1, Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

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REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
9511	<p>2018 and August 6, 2018 respectively. The effective date of May 1, 2018 for revision 9 and January 1, 2019 for revision 10. As a result, the Per Diem rate increased from (b)(4) to (b)(4) the Transportation rate increased from (b)(4) to (b)(4) and the On Call Post/Guard Service rate increased from (b)(4) to (b)(4). Funding due as a result of this REA will be provided on the task order.</p> <p>All other terms and conditions remain unchanged.</p> <p>Delivery: 30 Days After Award Delivery Location Code: ICE/ERO/HOUSTON Immigration Customs Enforcement 126 Northpoint Drive Houston TX 77060</p> <p>Period of Performance: 04/01/2009 to 03/17/2019</p> <p>Add Item 9511 as follows:</p> <p>The retro-active payment, as a result of two REAs, in the amount of (b)(4) from 5/1/18 - 3/17/19 with the current available funds on the contract. Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				

2. AMENDMENT/MODIFICATION NO. P00024	3. EFFECTIVE DATE 03/31/2015	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6); WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6); Washington DC 20536
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD NASHVILLE TN 372156105	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">(x) 9A. AMENDMENT OF SOLICITATION NO.</td> <td style="width:50%;"></td> </tr> <tr> <td>9B. DATED (SEE ITEM 11)</td> <td></td> </tr> <tr> <td>x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007</td> <td></td> </tr> <tr> <td>10B. DATED (SEE ITEM 13) 04/22/2009</td> <td></td> </tr> </table>	(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007		10B. DATED (SEE ITEM 13) 04/22/2009	
(x) 9A. AMENDMENT OF SOLICITATION NO.									
9B. DATED (SEE ITEM 11)									
x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007									
10B. DATED (SEE ITEM 13) 04/22/2009									

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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
Program Office: (b)(6); (b)(7)(C)
COR: (b)(6); (b)(7)(C)
Onsite COR: (b)(6); (b)(7)(C)
Onsite COR: (b)(6); (b)(7)(C)

The purpose of this modification is to incorporate the FAR clause 52.204-15.

a. FAR 52.204-15 "Service Contract Reporting Requirements for Indefinite-Delivery Contracts" is hereby incorporated into this contract; full text follows.

Continued ...
Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

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>b. All other terms and conditions remain unchanged.</p> <p>Exempt Action: Y</p> <p>Period of Performance: 04/01/2009 to 03/31/2015</p> <p>52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts.</p> <p>As prescribed in 4.1705(b), insert the following clause:</p> <p>Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014)</p> <p>(a) Definitions.</p> <p>“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.</p> <p>(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1-September 30) under this contract for orders that exceed the thresholds established in 4.1703(a) (2).</p> <p>(c) The Contractor shall report the following information:</p> <p>(1) Contract number and order number.</p> <p>(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.</p> <p>(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.</p> <p>(4) Data reported by subcontractors under paragraph (f) of this clause.</p> <p>(d) The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor’s failure to comply with the reporting requirements a part of the Contractor’s performance information under FAR subpart 42.15.</p> <p>Continued ...</p>				

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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>(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.</p> <p>(f) (1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a) (2), to provide the following detailed information to the Contractor in sufficient time to submit the report:</p> <p>(i) Subcontract number (including subcontractor name and DUNS number), and</p> <p>(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.</p> <p>(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.</p> <p>(End of clause)</p>				

2. AMENDMENT/MODIFICATION NO. P00027	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6): WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6): Washington DC 20536
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD NASHVILLE TN 372156105	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">(x) 9A. AMENDMENT OF SOLICITATION NO.</td> <td style="width:50%;"></td> </tr> <tr> <td>9B. DATED (SEE ITEM 11)</td> <td></td> </tr> <tr> <td>x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007</td> <td></td> </tr> <tr> <td>10B. DATED (SEE ITEM 13) 04/22/2009</td> <td></td> </tr> </table>	(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007		10B. DATED (SEE ITEM 13) 04/22/2009	
(x) 9A. AMENDMENT OF SOLICITATION NO.									
9B. DATED (SEE ITEM 11)									
x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007									
10B. DATED (SEE ITEM 13) 04/22/2009									

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 159734151
DUNS Number: 159734151
Program Office POC: (b)(6); (b)(7)(C)
COR: (b)(6); (b)(7)(C)
Onsite COR: (b)(6); (b)(7)(C)
Onsite COR: (b)(6); (b)(7)(C)
Contracting Officer: (b)(6); (b)(7)(C)

The purpose of this modification is to specify that the Wage Determination Number 2015-5233, incorporated in Modification 26, is effective 4/1/16.

Continued ...
Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C) (Signature of Contracting Officer)
	16C. DATE SIGNED 05/24/2016

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/P00027

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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)
	All other terms and conditions remain unchanged. Exempt Action: Y Period of Performance: 04/01/2009 to 04/30/2017				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00031	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6); WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6); Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN CORECIVIC INC 10 BURTON HILLS BLVD NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007	
		10B. DATED (SEE ITEM 13) 04/22/2009	
CODE (b)(7)(E)	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE 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. 52.222-41 Service Contract Act of 1965
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 159734151

Program Office POC: (b)(6); (b)(7)(C)

COR: (b)(6); (b)(7)(C)

Onsite COR: (b)(6); (b)(7)(C)

Onsite COR: (b)(6); (b)(7)(C)

Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov

Contracting Officer: (b)(6); (b)(7)(C)

The purpose of this modification is to incorporate Revised Wage Determination.

a. Incorporate most recent Wage Determination: No.: 2015-5233 Revision No. 5, Date of Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)	
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
HSCEDM-09-D-00007/P00031

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2 2

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Revision: 3/17/2017. The Wage Determination effective date for this contract is 1 May 2017.</p> <p>b. In accordance with 52.222-43 Fair Labor Standards Act and Service Contract Act-Price Adjustment paragraph (e), while the wage determination is effective 1 May 2017, the contractor has up to 30 days after the date this modification is signed by the Contracting Officer to submit any increase or decreases claimed under this clause. Contractor shall use the attached Jail Cost Statement to support any increase or decrease.</p> <p>c. All other terms and conditions are unchanged. Exempt Action: Y Sensitive Award: SPII Period of Performance: 04/01/2009 to 04/30/2018</p>				

2. AMENDMENT/MODIFICATION NO. P00032	3. EFFECTIVE DATE 05/01/2018	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
---	---------------------------------	----------------------------------	--------------------------------

6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6): WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, (b)(6): Washington DC 20536
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN CORECIVIC INC 10 BURTON HILLS BLVD NASHVILLE TN 372156105	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">(x) 9A. AMENDMENT OF SOLICITATION NO.</td> <td style="width:50%;"></td> </tr> <tr> <td>9B. DATED (SEE ITEM 11)</td> <td></td> </tr> <tr> <td>x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007</td> <td></td> </tr> <tr> <td>10B. DATED (SEE ITEM 13)</td> <td>04/22/2009</td> </tr> </table>	(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007		10B. DATED (SEE ITEM 13)	04/22/2009
(x) 9A. AMENDMENT OF SOLICITATION NO.									
9B. DATED (SEE ITEM 11)									
x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007									
10B. DATED (SEE ITEM 13)	04/22/2009								

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	52.217-9 Option to Extend the Term of the Contract

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

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

DUNS Number: 159734151
 Program Office POC: (b)(6); (b)(7)(C)
 COR: (b)(6); (b)(7)(C)
 Onsite COR: (b)(6); (b)(7)(C)
 Onsite COR: (b)(6); (b)(7)(C)
 Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov
 Contracting Officer: (b)(6); (b)(7)(C)

The purpose of this modification is to exercise the option to extend the contract term.

a. Contract term is hereby extended two months in accordance with 52.217-9 and contract Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)		
	(b)(6); (b)(7)(C)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/P00032

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2 2

NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	modification P00029. b. Contract is extended through 30 June 2018. c. All other terms and conditions are unchanged. Exempt Action: Y Sensitive Award: SPII Period of Performance: 04/01/2009 to 06/30/2018				

***** THIS WAGE DETERMINATION WAS REPLACED 01/01/2019 *****

WD 15-5233 (Rev.-10) was first posted on www.wdol.gov on 08/14/2018

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

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

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2015-5233

Revision No.: 10

Date Of Revision: 08/06/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, Waller

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.67
01012 - Accounting Clerk II		17.59
01013 - Accounting Clerk III		19.67
01020 - Administrative Assistant		29.29
01035 - Court Reporter		29.01
01041 - Customer Service Representative I		12.65
01042 - Customer Service Representative II		14.22
01043 - Customer Service Representative III		15.52
01051 - Data Entry Operator I		13.63
01052 - Data Entry Operator II		14.87
01060 - Dispatcher, Motor Vehicle		18.62
01070 - Document Preparation Clerk		14.75
01090 - Duplicating Machine Operator		14.75
01111 - General Clerk I		14.07
01112 - General Clerk II		15.36
01113 - General Clerk III		17.24
01120 - Housing Referral Assistant		21.24
01141 - Messenger Courier		13.54
01191 - Order Clerk I		18.00
01192 - Order Clerk II		19.90
01261 - Personnel Assistant (Employment) I		16.76
01262 - Personnel Assistant (Employment) II		18.74
01263 - Personnel Assistant (Employment) III		20.90
01270 - Production Control Clerk		23.21
01290 - Rental Clerk		14.75
01300 - Scheduler, Maintenance		17.03
01311 - Secretary I		17.03
01312 - Secretary II		19.04
01313 - Secretary III		21.24
01320 - Service Order Dispatcher		16.65
01410 - Supply Technician		29.29

01420 - Survey Worker	17.79
01460 - Switchboard Operator/Receptionist	13.02
01531 - Travel Clerk I	14.24
01532 - Travel Clerk II	15.38
01533 - Travel Clerk III	16.44
01611 - Word Processor I	16.18
01612 - Word Processor II	18.17
01613 - Word Processor III	20.33
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.76
05010 - Automotive Electrician	23.79
05040 - Automotive Glass Installer	21.96
05070 - Automotive Worker	21.96
05110 - Mobile Equipment Servicer	20.23
05130 - Motor Equipment Metal Mechanic	25.96
05160 - Motor Equipment Metal Worker	21.96
05190 - Motor Vehicle Mechanic	25.76
05220 - Motor Vehicle Mechanic Helper	19.40
05250 - Motor Vehicle Upholstery Worker	20.83
05280 - Motor Vehicle Wrecker	21.96
05310 - Painter, Automotive	23.79
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.75
07041 - Cook I	11.92
07042 - Cook II	13.84
07070 - Dishwasher	10.37
07130 - Food Service Worker	11.13
07210 - Meat Cutter	12.91
07260 - Waiter/Waitress	9.27
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.32
09040 - Furniture Handler	11.95
09080 - Furniture Refinisher	17.70
09090 - Furniture Refinisher Helper	14.58
09110 - Furniture Repairer, Minor	16.82
09130 - Upholsterer	18.32
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.96
11060 - Elevator Operator	10.66
11090 - Gardener	16.12
11122 - Housekeeping Aide	10.66
11150 - Janitor	10.66
11210 - Laborer, Grounds Maintenance	12.12
11240 - Maid or Houseman	9.46
11260 - Pruner	10.83
11270 - Tractor Operator	14.79
11330 - Trail Maintenance Worker	12.12
11360 - Window Cleaner	11.93
12000 - Health Occupations	
12010 - Ambulance Driver	15.90
12011 - Breath Alcohol Technician	20.38
12012 - Certified Occupational Therapist Assistant	32.02
12015 - Certified Physical Therapist Assistant	32.91
12020 - Dental Assistant	17.02
12025 - Dental Hygienist	35.52
12030 - EKG Technician	25.92
12035 - Electroneurodiagnostic Technologist	25.92
12040 - Emergency Medical Technician	15.90
12071 - Licensed Practical Nurse I	19.05
12072 - Licensed Practical Nurse II	21.32
12073 - Licensed Practical Nurse III	23.76
12100 - Medical Assistant	15.06

12130 - Medical Laboratory Technician	20.64
12160 - Medical Record Clerk	18.05
12190 - Medical Record Technician	20.18
12195 - Medical Transcriptionist	19.67
12210 - Nuclear Medicine Technologist	37.87
12221 - Nursing Assistant I	11.39
12222 - Nursing Assistant II	12.81
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	16.79
12236 - Optical Technician	16.82
12250 - Pharmacy Technician	19.18
12280 - Phlebotomist	15.62
12305 - Radiologic Technologist	29.86
12311 - Registered Nurse I	30.36
12312 - Registered Nurse II	38.37
12313 - Registered Nurse II, Specialist	38.37
12314 - Registered Nurse III	44.91
12315 - Registered Nurse III, Anesthetist	44.91
12316 - Registered Nurse IV	53.84
12317 - Scheduler (Drug and Alcohol Testing)	25.93
12320 - Substance Abuse Treatment Counselor	21.87
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.00
13012 - Exhibits Specialist II	24.77
13013 - Exhibits Specialist III	30.30
13041 - Illustrator I	19.30
13042 - Illustrator II	23.91
13043 - Illustrator III	30.12
13047 - Librarian	29.09
13050 - Library Aide/Clerk	12.75
13054 - Library Information Technology Systems Administrator	26.27
13058 - Library Technician	16.48
13061 - Media Specialist I	18.96
13062 - Media Specialist II	21.20
13063 - Media Specialist III	23.64
13071 - Photographer I	18.96
13072 - Photographer II	21.20
13073 - Photographer III	26.27
13074 - Photographer IV	32.13
13075 - Photographer V	38.87
13090 - Technical Order Library Clerk	16.01
13110 - Video Teleconference Technician	20.24
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.31
14042 - Computer Operator II	19.37
14043 - Computer Operator III	21.59
14044 - Computer Operator IV	24.00
14045 - Computer Operator V	26.57
14071 - Computer Programmer I	(see 1) 26.04
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.31
14160 - Personal Computer Support Technician	24.00
14170 - System Support Specialist	34.32
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.08
15020 - Aircrew Training Devices Instructor (Rated)	40.02
15030 - Air Crew Training Devices Instructor (Pilot)	47.98
15050 - Computer Based Training Specialist / Instructor	33.08

15060 - Educational Technologist	34.80
15070 - Flight Instructor (Pilot)	47.98
15080 - Graphic Artist	26.72
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.75
15086 - Maintenance Test Pilot, Rotary Wing	44.75
15088 - Non-Maintenance Test/Co-Pilot	44.75
15090 - Technical Instructor	27.50
15095 - Technical Instructor/Course Developer	33.64
15110 - Test Proctor	22.20
15120 - Tutor	22.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.12
16030 - Counter Attendant	10.12
16040 - Dry Cleaner	12.99
16070 - Finisher, Flatwork, Machine	10.12
16090 - Presser, Hand	10.12
16110 - Presser, Machine, Drycleaning	10.12
16130 - Presser, Machine, Shirts	10.12
16160 - Presser, Machine, Wearing Apparel, Laundry	10.12
16190 - Sewing Machine Operator	13.73
16220 - Tailor	14.78
16250 - Washer, Machine	11.09
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.41
19040 - Tool And Die Maker	24.46
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.92
21030 - Material Coordinator	23.21
21040 - Material Expediter	23.21
21050 - Material Handling Laborer	12.50
21071 - Order Filler	12.32
21080 - Production Line Worker (Food Processing)	15.92
21110 - Shipping Packer	15.35
21130 - Shipping/Receiving Clerk	15.35
21140 - Store Worker I	12.50
21150 - Stock Clerk	17.69
21210 - Tools And Parts Attendant	15.92
21410 - Warehouse Specialist	15.92
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	34.35
23019 - Aircraft Logs and Records Technician	27.09
23021 - Aircraft Mechanic I	32.91
23022 - Aircraft Mechanic II	34.35
23023 - Aircraft Mechanic III	35.83
23040 - Aircraft Mechanic Helper	23.00
23050 - Aircraft, Painter	31.11
23060 - Aircraft Servicer	27.09
23070 - Aircraft Survival Flight Equipment Technician	31.11
23080 - Aircraft Worker	29.10
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	29.10
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	32.91
23110 - Appliance Mechanic	20.70
23120 - Bicycle Repairer	17.93
23125 - Cable Splicer	29.54
23130 - Carpenter, Maintenance	19.71
23140 - Carpet Layer	20.97
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	25.40
23182 - Electronics Technician Maintenance II	27.16
23183 - Electronics Technician Maintenance III	28.72
23260 - Fabric Worker	19.52
23290 - Fire Alarm System Mechanic	23.32
23310 - Fire Extinguisher Repairer	18.06

23311 - Fuel Distribution System Mechanic	20.96
23312 - Fuel Distribution System Operator	16.99
23370 - General Maintenance Worker	18.08
23380 - Ground Support Equipment Mechanic	32.91
23381 - Ground Support Equipment Servicer	27.09
23382 - Ground Support Equipment Worker	29.10
23391 - Gunsmith I	18.06
23392 - Gunsmith II	20.97
23393 - Gunsmith III	23.71
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.62
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	23.62
23430 - Heavy Equipment Mechanic	23.95
23440 - Heavy Equipment Operator	19.26
23460 - Instrument Mechanic	25.87
23465 - Laboratory/Shelter Mechanic	22.42
23470 - Laborer	12.50
23510 - Locksmith	22.40
23530 - Machinery Maintenance Mechanic	28.06
23550 - Machinist, Maintenance	21.99
23580 - Maintenance Trades Helper	14.94
23591 - Metrology Technician I	25.87
23592 - Metrology Technician II	27.01
23593 - Metrology Technician III	28.17
23640 - Millwright	25.67
23710 - Office Appliance Repairer	18.99
23760 - Painter, Maintenance	18.99
23790 - Pipefitter, Maintenance	27.23
23810 - Plumber, Maintenance	25.74
23820 - Pneudraulic Systems Mechanic	23.71
23850 - Rigger	22.83
23870 - Scale Mechanic	20.97
23890 - Sheet-Metal Worker, Maintenance	20.32
23910 - Small Engine Mechanic	18.08
23931 - Telecommunications Mechanic I	23.89
23932 - Telecommunications Mechanic II	24.95
23950 - Telephone Lineman	28.07
23960 - Welder, Combination, Maintenance	23.06
23965 - Well Driller	23.54
23970 - Woodcraft Worker	23.71
23980 - Woodworker	18.06
24000 - Personal Needs Occupations	
24550 - Case Manager	16.68
24570 - Child Care Attendant	10.65
24580 - Child Care Center Clerk	13.48
24610 - Chore Aide	9.21
24620 - Family Readiness And Support Services Coordinator	16.68
24630 - Homemaker	16.84
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	19.96
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	14.81
25210 - Water Treatment Plant Operator	19.96
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.12
27007 - Baggage Inspector	11.89
27008 - Corrections Officer	21.05
27010 - Court Security Officer	23.02
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	21.05
27070 - Firefighter	24.98
27101 - Guard I	11.89

27102 - Guard II	17.90
27131 - Police Officer I	28.75
27132 - Police Officer II	31.94
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.35
28042 - Carnival Equipment Repairer	13.46
28043 - Carnival Worker	9.04
28210 - Gate Attendant/Gate Tender	13.90
28310 - Lifeguard	12.38
28350 - Park Attendant (Aide)	15.55
28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	19.12
28630 - Sports Official	12.38
28690 - Swimming Pool Operator	17.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.93
29020 - Hatch Tender	27.93
29030 - Line Handler	27.93
29041 - Stevedore I	26.00
29042 - Stevedore II	29.86
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.14
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.37
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.25
30021 - Archeological Technician I	21.56
30022 - Archeological Technician II	25.47
30023 - Archeological Technician III	30.62
30030 - Cartographic Technician	30.62
30040 - Civil Engineering Technician	30.03
30051 - Cryogenic Technician I	26.94
30052 - Cryogenic Technician II	29.76
30061 - Drafter/CAD Operator I	21.56
30062 - Drafter/CAD Operator II	24.71
30063 - Drafter/CAD Operator III	27.56
30064 - Drafter/CAD Operator IV	33.10
30081 - Engineering Technician I	20.02
30082 - Engineering Technician II	22.48
30083 - Engineering Technician III	25.15
30084 - Engineering Technician IV	31.09
30085 - Engineering Technician V	38.65
30086 - Engineering Technician VI	46.10
30090 - Environmental Technician	29.96
30095 - Evidence Control Specialist	24.33
30210 - Laboratory Technician	30.91
30221 - Latent Fingerprint Technician I	27.52
30222 - Latent Fingerprint Technician II	30.39
30240 - Mathematical Technician	33.68
30361 - Paralegal/Legal Assistant I	22.52
30362 - Paralegal/Legal Assistant II	27.90
30363 - Paralegal/Legal Assistant III	34.12
30364 - Paralegal/Legal Assistant IV	41.27
30375 - Petroleum Supply Specialist	29.76
30390 - Photo-Optics Technician	30.62
30395 - Radiation Control Technician	29.76
30461 - Technical Writer I	23.88
30462 - Technical Writer II	29.20
30463 - Technical Writer III	35.33
30491 - Unexploded Ordnance (UXO) Technician I	26.15
30492 - Unexploded Ordnance (UXO) Technician II	31.64
30493 - Unexploded Ordnance (UXO) Technician III	37.92
30494 - Unexploded (UXO) Safety Escort	26.15
30495 - Unexploded (UXO) Sweep Personnel	26.15
30501 - Weather Forecaster I	29.63
30502 - Weather Forecaster II	36.05
30620 - Weather Observer, Combined Upper Air Or (see 2)	27.56

Surface Programs		
30621 - Weather Observer, Senior	(see 2)	30.48
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		31.64
31020 - Bus Aide		14.48
31030 - Bus Driver		20.82
31043 - Driver Courier		14.03
31260 - Parking and Lot Attendant		9.79
31290 - Shuttle Bus Driver		15.28
31310 - Taxi Driver		13.64
31361 - Truckdriver, Light		15.28
31362 - Truckdriver, Medium		18.98
31363 - Truckdriver, Heavy		20.32
31364 - Truckdriver, Tractor-Trailer		20.32
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		15.43
99030 - Cashier		10.01
99050 - Desk Clerk		11.72
99095 - Embalmer		34.72
99130 - Flight Follower		26.15
99251 - Laboratory Animal Caretaker I		11.59
99252 - Laboratory Animal Caretaker II		12.63
99260 - Marketing Analyst		35.05
99310 - Mortician		34.88
99410 - Pest Controller		17.63
99510 - Photofinishing Worker		16.80
99710 - Recycling Laborer		18.00
99711 - Recycling Specialist		21.97
99730 - Refuse Collector		16.08
99810 - Sales Clerk		12.66
99820 - School Crossing Guard		14.04
99830 - Survey Party Chief		25.50
99831 - Surveying Aide		17.45
99832 - Surveying Technician		22.05
99840 - Vending Machine Attendant		12.77
99841 - Vending Machine Repairer		16.15
99842 - Vending Machine Repairer Helper		12.77

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal

Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND 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 re-grading 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.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final

determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1)).

***** THIS WAGE DETERMINATION WAS REPLACED 08/14/2018 *****

WD 15-5233 (Rev.-9) was first posted on www.wdol.gov on 01/16/2018

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

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

Daniel W. Simms
Director
Division of
Wage Determinations

Wage Determination No.: 2015-5233
Revision No.: 9
Date Of Revision: 01/10/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

State: Texas

Area: Texas Counties of Austin, Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, Waller

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.46
01012 - Accounting Clerk II		17.36
01013 - Accounting Clerk III		19.42
01020 - Administrative Assistant		27.68
01035 - Court Reporter		29.01
01041 - Customer Service Representative I		12.57
01042 - Customer Service Representative II		14.14
01043 - Customer Service Representative III		15.42
01051 - Data Entry Operator I		13.63
01052 - Data Entry Operator II		14.87
01060 - Dispatcher, Motor Vehicle		18.30
01070 - Document Preparation Clerk		14.75
01090 - Duplicating Machine Operator		14.75
01111 - General Clerk I		13.24
01112 - General Clerk II		14.60
01113 - General Clerk III		16.39
01120 - Housing Referral Assistant		20.69
01141 - Messenger Courier		13.54
01191 - Order Clerk I		18.00
01192 - Order Clerk II		19.90
01261 - Personnel Assistant (Employment) I		16.42
01262 - Personnel Assistant (Employment) II		18.37
01263 - Personnel Assistant (Employment) III		20.48
01270 - Production Control Clerk		22.20
01290 - Rental Clerk		14.75
01300 - Scheduler, Maintenance		16.59
01311 - Secretary I		16.59
01312 - Secretary II		18.57
01313 - Secretary III		20.69
01320 - Service Order Dispatcher		16.36
01410 - Supply Technician		27.68

01420 - Survey Worker	17.79
01460 - Switchboard Operator/Receptionist	13.02
01531 - Travel Clerk I	14.00
01532 - Travel Clerk II	15.12
01533 - Travel Clerk III	16.16
01611 - Word Processor I	14.71
01612 - Word Processor II	16.52
01613 - Word Processor III	18.48
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.76
05010 - Automotive Electrician	23.79
05040 - Automotive Glass Installer	21.96
05070 - Automotive Worker	21.96
05110 - Mobile Equipment Servicer	20.23
05130 - Motor Equipment Metal Mechanic	25.96
05160 - Motor Equipment Metal Worker	21.96
05190 - Motor Vehicle Mechanic	25.76
05220 - Motor Vehicle Mechanic Helper	19.40
05250 - Motor Vehicle Upholstery Worker	20.83
05280 - Motor Vehicle Wrecker	21.96
05310 - Painter, Automotive	23.79
05340 - Radiator Repair Specialist	22.88
05370 - Tire Repairer	14.40
05400 - Transmission Repair Specialist	25.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.07
07041 - Cook I	11.42
07042 - Cook II	13.25
07070 - Dishwasher	9.51
07130 - Food Service Worker	10.43
07210 - Meat Cutter	12.91
07260 - Waiter/Waitress	9.27
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.32
09040 - Furniture Handler	11.95
09080 - Furniture Refinisher	17.70
09090 - Furniture Refinisher Helper	14.58
09110 - Furniture Repairer, Minor	16.82
09130 - Upholsterer	18.32
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.15
11060 - Elevator Operator	10.11
11090 - Gardener	15.47
11122 - Housekeeping Aide	10.11
11150 - Janitor	10.11
11210 - Laborer, Grounds Maintenance	11.64
11240 - Maid or Houseman	9.17
11260 - Pruner	10.40
11270 - Tractor Operator	14.21
11330 - Trail Maintenance Worker	11.64
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	15.90
12011 - Breath Alcohol Technician	19.24
12012 - Certified Occupational Therapist Assistant	31.54
12015 - Certified Physical Therapist Assistant	31.82
12020 - Dental Assistant	17.02
12025 - Dental Hygienist	35.52
12030 - EKG Technician	25.92
12035 - Electroneurodiagnostic Technologist	25.92
12040 - Emergency Medical Technician	15.90
12071 - Licensed Practical Nurse I	19.05
12072 - Licensed Practical Nurse II	21.32
12073 - Licensed Practical Nurse III	23.76
12100 - Medical Assistant	14.21

12130 - Medical Laboratory Technician	18.76
12160 - Medical Record Clerk	16.58
12190 - Medical Record Technician	18.55
12195 - Medical Transcriptionist	19.67
12210 - Nuclear Medicine Technologist	36.75
12221 - Nursing Assistant I	10.37
12222 - Nursing Assistant II	12.54
12223 - Nursing Assistant III	13.68
12224 - Nursing Assistant IV	15.36
12235 - Optical Dispenser	16.79
12236 - Optical Technician	16.82
12250 - Pharmacy Technician	19.18
12280 - Phlebotomist	15.62
12305 - Radiologic Technologist	27.74
12311 - Registered Nurse I	30.36
12312 - Registered Nurse II	38.37
12313 - Registered Nurse II, Specialist	38.37
12314 - Registered Nurse III	44.91
12315 - Registered Nurse III, Anesthetist	44.91
12316 - Registered Nurse IV	53.84
12317 - Scheduler (Drug and Alcohol Testing)	25.93
12320 - Substance Abuse Treatment Counselor	20.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.00
13012 - Exhibits Specialist II	24.77
13013 - Exhibits Specialist III	30.30
13041 - Illustrator I	19.30
13042 - Illustrator II	23.91
13043 - Illustrator III	30.12
13047 - Librarian	28.32
13050 - Library Aide/Clerk	12.68
13054 - Library Information Technology Systems Administrator	25.56
13058 - Library Technician	16.04
13061 - Media Specialist I	18.45
13062 - Media Specialist II	20.64
13063 - Media Specialist III	23.00
13071 - Photographer I	18.45
13072 - Photographer II	20.64
13073 - Photographer III	25.56
13074 - Photographer IV	31.27
13075 - Photographer V	37.83
13090 - Technical Order Library Clerk	15.93
13110 - Video Teleconference Technician	18.40
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.31
14042 - Computer Operator II	19.37
14043 - Computer Operator III	21.59
14044 - Computer Operator IV	24.00
14045 - Computer Operator V	26.57
14071 - Computer Programmer I	(see 1) 26.04
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.31
14160 - Personal Computer Support Technician	24.00
14170 - System Support Specialist	33.62
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.08
15020 - Aircrew Training Devices Instructor (Rated)	40.02
15030 - Air Crew Training Devices Instructor (Pilot)	47.98
15050 - Computer Based Training Specialist / Instructor	33.08

15060 - Educational Technologist	34.01
15070 - Flight Instructor (Pilot)	47.98
15080 - Graphic Artist	26.72
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.75
15086 - Maintenance Test Pilot, Rotary Wing	44.75
15088 - Non-Maintenance Test/Co-Pilot	44.75
15090 - Technical Instructor	27.50
15095 - Technical Instructor/Course Developer	33.64
15110 - Test Proctor	22.20
15120 - Tutor	22.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.87
16030 - Counter Attendant	9.87
16040 - Dry Cleaner	12.67
16070 - Finisher, Flatwork, Machine	9.87
16090 - Presser, Hand	9.87
16110 - Presser, Machine, Drycleaning	9.87
16130 - Presser, Machine, Shirts	9.87
16160 - Presser, Machine, Wearing Apparel, Laundry	9.87
16190 - Sewing Machine Operator	13.40
16220 - Tailor	14.42
16250 - Washer, Machine	10.82
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.28
19040 - Tool And Die Maker	24.30
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	15.62
21030 - Material Coordinator	22.20
21040 - Material Expediter	22.20
21050 - Material Handling Laborer	12.46
21071 - Order Filler	12.04
21080 - Production Line Worker (Food Processing)	15.62
21110 - Shipping Packer	14.62
21130 - Shipping/Receiving Clerk	14.62
21140 - Store Worker I	12.25
21150 - Stock Clerk	17.34
21210 - Tools And Parts Attendant	15.62
21410 - Warehouse Specialist	15.62
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	34.10
23019 - Aircraft Logs and Records Technician	26.89
23021 - Aircraft Mechanic I	32.66
23022 - Aircraft Mechanic II	34.10
23023 - Aircraft Mechanic III	35.56
23040 - Aircraft Mechanic Helper	22.84
23050 - Aircraft, Painter	30.89
23060 - Aircraft Servicer	26.89
23070 - Aircraft Survival Flight Equipment Technician	30.89
23080 - Aircraft Worker	28.88
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	28.88
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	32.66
23110 - Appliance Mechanic	19.61
23120 - Bicycle Repairer	17.93
23125 - Cable Splicer	28.80
23130 - Carpenter, Maintenance	19.71
23140 - Carpet Layer	20.81
23160 - Electrician, Maintenance	26.51
23181 - Electronics Technician Maintenance I	24.71
23182 - Electronics Technician Maintenance II	26.42
23183 - Electronics Technician Maintenance III	27.93
23260 - Fabric Worker	19.38
23290 - Fire Alarm System Mechanic	22.74
23310 - Fire Extinguisher Repairer	17.93

23311 - Fuel Distribution System Mechanic	20.96
23312 - Fuel Distribution System Operator	16.99
23370 - General Maintenance Worker	18.08
23380 - Ground Support Equipment Mechanic	32.66
23381 - Ground Support Equipment Servicer	26.89
23382 - Ground Support Equipment Worker	28.88
23391 - Gunsmith I	17.93
23392 - Gunsmith II	20.81
23393 - Gunsmith III	23.54
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.62
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	23.62
23430 - Heavy Equipment Mechanic	23.95
23440 - Heavy Equipment Operator	19.26
23460 - Instrument Mechanic	25.87
23465 - Laboratory/Shelter Mechanic	22.26
23470 - Laborer	12.46
23510 - Locksmith	20.36
23530 - Machinery Maintenance Mechanic	26.70
23550 - Machinist, Maintenance	21.54
23580 - Maintenance Trades Helper	14.94
23591 - Metrology Technician I	25.87
23592 - Metrology Technician II	27.01
23593 - Metrology Technician III	28.17
23640 - Millwright	23.34
23710 - Office Appliance Repairer	18.99
23760 - Painter, Maintenance	18.99
23790 - Pipefitter, Maintenance	25.35
23810 - Plumber, Maintenance	23.97
23820 - Pneudraulic Systems Mechanic	23.54
23850 - Rigger	22.83
23870 - Scale Mechanic	20.81
23890 - Sheet-Metal Worker, Maintenance	20.17
23910 - Small Engine Mechanic	18.08
23931 - Telecommunications Mechanic I	23.89
23932 - Telecommunications Mechanic II	24.95
23950 - Telephone Lineman	28.07
23960 - Welder, Combination, Maintenance	22.22
23965 - Well Driller	23.54
23970 - Woodcraft Worker	23.54
23980 - Woodworker	17.93
24000 - Personal Needs Occupations	
24550 - Case Manager	15.63
24570 - Child Care Attendant	10.65
24580 - Child Care Center Clerk	13.48
24610 - Chore Aide	8.92
24620 - Family Readiness And Support Services Coordinator	15.63
24630 - Homemaker	16.84
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	19.07
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	14.81
25210 - Water Treatment Plant Operator	19.07
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.21
27007 - Baggage Inspector	11.88
27008 - Corrections Officer	20.80
27010 - Court Security Officer	22.05
27030 - Detection Dog Handler	17.90
27040 - Detention Officer	20.80
27070 - Firefighter	23.30
27101 - Guard I	11.88

27102 - Guard II	17.90
27131 - Police Officer I	27.91
27132 - Police Officer II	31.02
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.96
28042 - Carnival Equipment Repairer	13.03
28043 - Carnival Worker	8.76
28210 - Gate Attendant/Gate Tender	13.90
28310 - Lifeguard	12.38
28350 - Park Attendant (Aide)	15.55
28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	19.12
28630 - Sports Official	12.38
28690 - Swimming Pool Operator	17.44
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.06
29020 - Hatch Tender	26.06
29030 - Line Handler	26.06
29041 - Stevedore I	24.27
29042 - Stevedore II	27.87
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.14
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.37
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.25
30021 - Archeological Technician I	21.56
30022 - Archeological Technician II	25.47
30023 - Archeological Technician III	30.62
30030 - Cartographic Technician	30.62
30040 - Civil Engineering Technician	30.03
30051 - Cryogenic Technician I	26.94
30052 - Cryogenic Technician II	29.76
30061 - Drafter/CAD Operator I	21.56
30062 - Drafter/CAD Operator II	24.71
30063 - Drafter/CAD Operator III	27.56
30064 - Drafter/CAD Operator IV	33.10
30081 - Engineering Technician I	20.02
30082 - Engineering Technician II	22.48
30083 - Engineering Technician III	25.15
30084 - Engineering Technician IV	31.09
30085 - Engineering Technician V	38.65
30086 - Engineering Technician VI	46.10
30090 - Environmental Technician	29.96
30095 - Evidence Control Specialist	24.33
30210 - Laboratory Technician	28.10
30221 - Latent Fingerprint Technician I	27.06
30222 - Latent Fingerprint Technician II	29.88
30240 - Mathematical Technician	30.62
30361 - Paralegal/Legal Assistant I	22.52
30362 - Paralegal/Legal Assistant II	27.90
30363 - Paralegal/Legal Assistant III	34.12
30364 - Paralegal/Legal Assistant IV	41.27
30375 - Petroleum Supply Specialist	29.76
30390 - Photo-Optics Technician	30.62
30395 - Radiation Control Technician	29.76
30461 - Technical Writer I	23.41
30462 - Technical Writer II	28.64
30463 - Technical Writer III	34.93
30491 - Unexploded Ordnance (UXO) Technician I	26.15
30492 - Unexploded Ordnance (UXO) Technician II	31.64
30493 - Unexploded Ordnance (UXO) Technician III	37.92
30494 - Unexploded (UXO) Safety Escort	26.15
30495 - Unexploded (UXO) Sweep Personnel	26.15
30501 - Weather Forecaster I	29.63
30502 - Weather Forecaster II	36.05
30620 - Weather Observer, Combined Upper Air Or (see 2)	27.56

Surface Programs	
30621 - Weather Observer, Senior	(see 2) 30.48
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.64
31020 - Bus Aide	13.74
31030 - Bus Driver	19.75
31043 - Driver Courier	14.03
31260 - Parking and Lot Attendant	9.32
31290 - Shuttle Bus Driver	15.28
31310 - Taxi Driver	13.64
31361 - Truckdriver, Light	15.28
31362 - Truckdriver, Medium	18.98
31363 - Truckdriver, Heavy	20.32
31364 - Truckdriver, Tractor-Trailer	20.32
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.43
99030 - Cashier	10.01
99050 - Desk Clerk	11.72
99095 - Embalmer	31.56
99130 - Flight Follower	26.15
99251 - Laboratory Animal Caretaker I	11.33
99252 - Laboratory Animal Caretaker II	12.34
99260 - Marketing Analyst	31.86
99310 - Mortician	34.88
99410 - Pest Controller	17.14
99510 - Photofinishing Worker	16.80
99710 - Recycling Laborer	17.79
99711 - Recycling Specialist	21.71
99730 - Refuse Collector	15.90
99810 - Sales Clerk	12.66
99820 - School Crossing Guard	13.27
99830 - Survey Party Chief	24.55
99831 - Surveying Aide	16.80
99832 - Surveying Technician	21.23
99840 - Vending Machine Attendant	12.77
99841 - Vending Machine Repairer	16.15
99842 - Vending Machine Repairer Helper	12.77

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal

Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND 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 re-grading 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.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final

determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1)).

2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/DCR
ICE/DCR COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD NASHVILLE TN 372156105	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007 HSCEDM-17-J-00020 10B. DATED (SEE ITEM 13) 07/11/2017
CODE (b)(6); (b)(7)(C)	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 See Schedule Net Increase: (b)(4)

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 Funding Only IAW HSCEDM-09-D-00007

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
 CONTACT INFORMATION:
 Field Office: (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C)
 COR: (b)(6); (b)(7)(C)
 Contracting Officer: (b)(6); (b)(7)(C)
 Contract Specialist: (b)(6); (b)(7)(C)

The purpose of this order is to provide additional funds in the amount of (b)(4)

As a result, the overall obligated amount has increased:

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NAME OF OFFEROR OR CONTRACTOR
 CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
9001	<p>From (b)(4) By: To: Exempt Action: Y Sensitive Award: SPII Discount Terms: (b)(4) FOB: Destination Period of Performance: 06/01/2017 to 04/30/2018</p> <p>Change Item 9001 to read as follows (amount shown is the obligated amount):</p> <p>Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) This amount includes the (b)(4) minimum guarantee stated in the base agreement and is in accordance with the Performance Work Statement.</p> <p>(b)(4)</p> <p>(b)(4)</p> <p>As a result of this modification, funding for CLIN 9001 has increased:</p> <p>From: (b)(4) By: To:</p> <p>As a result of this modification, the number of beds has increased:</p> <p>From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.11, 192117FHO0CCA0001.14, 192117FHO0CCA0001.16, 192117FHO0CCA0001.9, 192118FHO0CCA0001, 192118FHO0CCA0001.2, 192118FHO0CCA0001.3, 192118FHO0CCA0001.6, 192118FHO0CCA0001.7</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(4)</p> <p>Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/HSCEDM-17-J-00020/P00008

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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)
	(b)(7)(E) Funded: (b)(4) Accounting Info:				
	(b)(7)(E) Funded: (b)(4) Accounting Info:				
	(b)(7)(E) Funded: (b)(4) Accounting Info:				
	(b)(7)(E) Funded: (b)(4) Accounting Info:				
	(b)(7)(E) Funded: (b)(4) Accounting Info:				
	(b)(7)(E) Funded: (b)(4) Accounting Info:				
	(b)(7)(E) Funded: (b)(4) Accounting Info:				
	(b)(7)(E) Funded: (b)(4) Accounting Info:				
	(b)(7)(E) Funded: (b)(4) Accounting Info:				
9003	<p>Change Item 9003 to read as follows (amount shown is the obligated amount):</p> <p>Transportation - Guaranteed Mileage: (b)(4) miles annually. This amount is inclusive of all associated transportation costs and in accordance with the Performance Work Statement.</p> <p>(b)(4)</p> <p>As a result of this modification, funding for Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/HSCEDM-17-J-00020/P00008

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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>CLIN 9003 has increased:</p> <p>From: (b)(4)</p> <p>By:</p> <p>To:</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Requisition No: 192117FHO0CCA0001.11, 192117FHO0CCA0001.14, 192117FHO0CCA0001.9, 192118FHO0CCA0001, 192118FHO0CCA0001.2, 192118FHO0CCA0001.4, 192118FHO0CCA0001.6, 192118FHO0CCA0001.7</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: Continued ...</p>				

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)
9005	<p>(b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 9005 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Volunteer Wages.</p> <p>(b)(4)</p> <p>(b)(4)</p> <p>As a result of this modification, funding for CLIN 9005 has increased: From: (b)(4) By: To:</p> <p>As a result of this modification, the quantity for 9005 has increased: From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.10, 192117FHO0CCA0001.12, 192117FHO0CCA0001.15, 192117FHO0CCA0001.13, 192118FHO0CCA0001.1, 192118FHO0CCA0001.5, 192118FHO0CCA0001.8</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info:</p> <p>(b)(4)</p> <p>Continued ...</p>				(b)(4)

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)
	Funded: (b)(4) Accounting Info: (b)(7)(E)				
	Funded: (b)(4) Accounting Info: (b)(7)(E)				
	Funded: (b)(4) Accounting Info: (b)(7)(E)				
	Funded: (b)(4) Accounting Info: (b)(7)(E)				
	Funded: (b)(4) Accounting Info: (b)(7)(E)				
9006	Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Change Item 9006 to read as follows (amount shown is the obligated amount): On Call Post/Guard Services: At a Rate of (b)(4) per hour. On Call Guard Services @ (b)(4) per hour. As a result of this modification, funding for CLIN 9006 has increased: From: (b)(4) By: To: Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.11, 192117FHO0CCA0001.14, 192117FHO0CCA0001.9, 192118FHO0CCA0001, 192118FHO0CCA0001.2, 192118FHO0CCA0001.7 Accounting Info: (b)(7)(E) Continued ...				(b)(4)

2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/DCR
ICE/DCR COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6): WASHINGTON DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD NASHVILLE TN 372156105	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007 HSCEDM-17-J-00020 10B. DATED (SEE ITEM 13) 07/11/2017
CODE (b)(7)(E) 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: (b)(4)
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) Funding Only IAW HSCEDM-09-D-00007

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

CONTACT INFORMATION:
 Field Office: (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C)
 Program POC: (b)(6); (b)(7)(C)
 COR: (b)(6); (b)(7)(C)
 Contracting Officer: (b)(6); (b)(7)(C)
 Contract Specialist: (b)(6); (b)(7)(C)
 Corecivic: (b)(6); (b)(7)(C)@corecivic.com

The purpose of this modification is to provide additional funds in the amount of (b)(4)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	16C. DATE SIGNED

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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)
9003	<p>As a result, the overall obligated amount has increased:</p> <p>From \$38,974,555.78 By: \$127,375.00 To: \$39,101,930.78 Exempt Action: Y Sensitive Award: SPII Discount Terms: (b)(4)</p> <p>FOB: Destination Period of Performance: 06/01/2017 to 04/30/2018</p> <p>Change Item 9003 to read as follows (amount shown is the obligated amount):</p> <p>Transportation - Guaranteed Mileage: (b)(4) miles annually. This amount is inclusive of all associated transportation costs and in accordance with the Performance Work Statement.</p> <p>(b)(4)</p> <p>As a result of this modification, funding for CLIN 9003 has increased:</p> <p>From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.11, 192117FHO0CCA0001.14, 192117FHO0CCA0001.9, 192118FHO0CCA0001, 192118FHO0CCA0001.11, 192118FHO0CCA0001.2, 192118FHO0CCA0001.4, 192118FHO0CCA0001.6, 192118FHO0CCA0001.7, 192118FHO0CCA0001.9</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Continued ...</p>				(b)(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)
9005	<p>is the obligated amount):</p> <p>Detainee Volunteer Wages. Wages @ \$1.00 per shift.</p> <p>8,000 x \$1 = \$8,000.00</p> <p>As a result of this modification, funding for CLIN 9005 has increased: From: (b)(4) By: To:</p> <p>As a result of this modification, the quantity for 9005 has increased: From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHOCCA0001.10, 192117FHOCCA0001.12, 192117FHOCCA0001.15, 192117FHOCCA0001.13, 192118FHOCCA0001.1, 192118FHOCCA0001.10, 192118FHOCCA0001.5, 192118FHOCCA0001.8</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Continued ...</p>		EA	1.00	8,000.00

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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>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to the award. The service provider agrees to perform to the point that service does not exceed the total amount currently allotted to the items funded under the Task Order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p> <p>All other terms and conditions are unchanged.</p>				

2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/DCR
ICE/DCR COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6): WASHINGTON DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD NASHVILLE TN 372156105	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007 HSCEDM-17-J-00020 10B. DATED (SEE ITEM 13) 07/11/2017
CODE (b)(7)(E) 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 Decrease: (b)(4)
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) Funding Only IAW HSCEDM-09-D-00007

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

CONTACT INFORMATION:
 Field Office: (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C)
 Program POC: (b)(6); (b)(7)(C)
 COR: (b)(6); (b)(7)(C)
 Contracting Officer: (b)(6); (b)(7)(C)
 Contract Specialist: (b)(6); (b)(7)(C)
 Corecivic: (b)(6); (b)(7)(C)@corecivic.com

The purpose of this modification is to deobligate unused funds.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	16C. DATE SIGNED

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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)
9001	<p>As a result, the overall obligated amount has decreased:</p> <p>From \$39,101,930.78 By: -4,040,248.01 To: \$35,061,682.77 Exempt Action: Y Sensitive Award: SPII Discount Terms: (b)(4) FOB: Destination Period of Performance: 06/01/2017 to 04/30/2018</p> <p>Change Item 9001 to read as follows (amount shown is the obligated amount):</p> <p>Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) (b)(4) (b)(4)</p> <p>As a result of this modification, funding for CLIN 9001 has decreased:</p> <p>From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.14, 192117FHO0CCA0001.16, 192117FHO0CCA0001.9, 192118FHO0CCA0001, 192118FHO0CCA0001.18, 192118FHO0CCA0001.2, 192118FHO0CCA0001.3, 192118FHO0CCA0001.6</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Continued ...</p>				(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)
9008	<p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 9008 to read as follows (amount shown is the obligated amount):</p> <p>Postage: The estimated annual cost is (b)(4)</p> <p>As a result of this modification, funding for CLIN 9008 has decreased:</p> <p>From: (b)(4)</p> <p>By:</p> <p>To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.10, 192117FHO0CCA0001.12, 192117FHO0CCA0001.15, 192118FHO0CCA0001.18</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: Continued ...</p>				(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)
9010	<p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 9010 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Clothing for Transfers: At a rate of (b)(4) per set. As a result of this modification, funding for CLIN 9010 has decreased: From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.10, 192117FHO0CCA0001.12, 192117FHO0CCA0001.15, 192118FHO0CCA0001.18</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Continued ...</p>				(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)
	<p>Funded: (b)(4)</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to the award. The service provider agrees to perform to the point that service does not exceed the total amount currently allotted to the items funded under the Task Order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p> <p>All other terms and conditions are unchanged.</p>				

2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192120FHO0CCA0020	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/DCR
ICE/DCR COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); (b)(7)(C) WASHINGTON DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD NASHVILLE TN 372156105	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007 HSCEDM-17-J-00020 10B. DATED (SEE ITEM 13) 07/11/2017
CODE (b)(7)(E) FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule	Net Increase: (b)(4)
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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) Funding Only IAW HSCEDM-09-D-00007

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
 CONTACT INFORMATION:
 Field Office: (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C)
 Program POC: (b)(6); (b)(7)(C)
 COR: (b)(6); (b)(7)(C)
 Contracting Officer: (b)(6); (b)(7)(C)
 Contract Specialist: (b)(6); (b)(7)(C)
 Corecivic: (b)(6); (b)(7)(C)@corecivic.com

The purpose of this modification is to obligate prior year funds in the amount of (b)(4) for transportation.
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

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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)
9003	<p>As a result, the overall obligated amount has increased:</p> <p>From \$35,061,682.77 By: \$138,383.39 To: \$35,200,066.16 Delivery: 04/30/2018 Discount Terms: (b)(4)</p> <p>Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6): WASHINGTON DC 20536</p> <p>Period of Performance: 06/01/2017 to 04/30/2018</p> <p>Change Item 9003 to read as follows (amount shown is the obligated amount):</p> <p>Transportation - Guaranteed Mileage: (b)(4) miles annually. This amount is inclusive of all associated transportation costs and in accordance with the Performance Work Statement.</p> <p>Monthly Rate @ (b)(4)</p> <p>As a result of this modification, funding for CLIN 9003 has increased:</p> <p>From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: Continued ...</p>				(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)
	(b)(7)(E) Funded: (b)(4) Accounting Info:				
	(b)(7)(E) Funded: (b)(4) Accounting Info:				
	(b)(7)(E) Funded: (b)(4) Accounting Info:				
	(b)(7)(E) Funded: (b)(4) Accounting Info:				
	(b)(7)(E) Funded: (b)(4) Accounting Info:				
	(b)(7)(E) Funded: (b)(4) Accounting Info:				
	(b)(7)(E) Funded: (b)(4) Accounting Info:				
	(b)(7)(E) Funded: (b)(4) Accounting Info:				
	(b)(7)(E) Funded: (b)(4) Accounting Info:				
	(b)(7)(E) Funded: (b)(4) Accounting Info:				
	(b)(7)(E) Funded: (b)(4) Accounting Info:				
	(b)(7)(E) Funded: (b)(4) Accounting Info:				
	(b)(7)(E) Funded: (b)(4) Accounting Info:				
	(b)(7)(E) Funded: (b)(4) Accounting Info:				
	(b)(7)(E) Funded: (b)(4) Accounting Info: 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>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to the award. The service provider agrees to perform to the point that service does not exceed the total amount currently allotted to the items funded under the Task Order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p> <p>All other terms and conditions are unchanged.</p>				

2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192120FHO0CCA0059	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE ICE/DCR		7. ADMINISTERED BY (If other than Item 6) CODE	
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORECIVIC INC ATTN (b)(6); (b)(7)(C) 10 BURTON HILLS BLVD NASHVILLE TN 37215	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007 HSCEDM-17-J-00020 10B. DATED (SEE ITEM 13) 07/11/2017
CODE (b)(7)(E) FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule	Net Decrease: (b)(4)
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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) Funding Only IAW HSCEDM-09-D-00007

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

Field Office POC: (b)(6); (b)(7)(C)

Phone: (b)(6); (b)(7)(C)

Email: (b)(6); (b)(7)(C)@ice.dhs.gov

COR: (b)(6); (b)(7)(C)

Phone: (b)(6); (b)(7)(C)

Email: (b)(6); (b)(7)(C)@ice.dhs.gov

Contractor POC: (b)(6); (b)(7)(C)

Phone: (b)(6); (b)(7)(C)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

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REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
9005	<p>Email: (b)(6); (b)(7)(C)@corecivic.com</p> <p>Contracting Officer/Specialist: (b)(6); (b)(7)(C)</p> <p>Phone: (b)(6); (b)(7)(C)</p> <p>Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>There is a requisition associated with this action; 192120FHO0CCA0059</p> <p>The purpose of modification P00013 is to de-obligate funding in the amount of (b)(4) from Task Order HSCEDM-17-J-00020.</p> <p>As a result, the overall obligated amount has decreased:</p> <p>From: \$35,200,066.16 By: \$5,486.00 To: \$35,194,580.16</p> <p>Notwithstanding the period of performance indicated above, the funding provided in this modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p> <p>Discount Terms: (b)(4)</p> <p>Period of Performance: 06/01/2017 to 04/30/2018</p> <p>Change Item 9005 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Volunteer Wages</p> <p>As a result, the funding for CLIN 9005 has decreased</p> <p>From: (b)(4) By: (b)(4) To: (b)(4)</p> <p>As a result, the quantity for CLIN 9005 has Continued ...</p>				<p>(b)(4)</p>

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	decreased From: (b)(4) By: (b)(4) To: Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Continued ...				

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NAME OF OFFEROR OR CONTRACTOR
CORECIVIC INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>All other terms and conditions of Task Order HSCEDM-17-J-00020 shall remain the same.</p>				

2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/DCR
ICE/DCR COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6): WASHINGTON DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD NASHVILLE TN 372156105	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007 HSCEDM-17-J-00020 10B. DATED (SEE ITEM 13) 07/11/2017
CODE (b)(7)(E) 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: (b)(4)
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) Funding

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
 CONTACT INFORMATION:
 Field Office: (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C)
 COR: (b)(6); (b)(7)(C)
 Contracting Officer: (b)(6); (b)(7)(C)
 Contract Specialist: (b)(6); (b)(7)(C)

The purpose of this order is to provide additional funds in the amount of \$3,341,400.00. As a result, the overall obligated amount has increased:

From \$9,997,020.42
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16C. DATE SIGNED 9/15/17

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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)
9001	<p>By: \$3,341,400.00 To: \$13,338,420.42</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to the award. The service provider agrees to perform to the point that service does not exceed the total amount currently allotted to the items funded under the Task Order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p> <p>Exempt Action: Y Sensitive Award: SPII Discount Terms: (b)(4)</p> <p>FOB: Destination Period of Performance: 06/01/2017 to 04/30/2018</p> <p>Change Item 9001 to read as follows (amount shown is the obligated amount):</p> <p>Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) This amount includes the (b)(4) minimum guarantee stated in the base agreement and is in accordance with the Performance Work Statement. The period of performance runs from June 1, 2017 - April 30, 2018.</p> <p>Bed Day Rate (b)(4)</p> <p>(b)(4)</p> <p>As a result of this modification, funding for CLIN 9001 has increased: From: (b)(4) By: To:</p> <p>As a result of this modification, the number of beds, CLIN 9001, has increased From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.11, 192117FHO0CCA0001.14, 192117FHO0CCA0001.9 Continued ...</p>				(b)(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)
9002	<p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 9002 to read as follows (amount shown is the obligated amount):</p> <p>Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) This amount is in accordance with the Performance Work Statement and the period of performance runs from June 1, 2017 - April 30, 2018.</p> <p>Bed Day Rate @ (b)(4)</p> <p>(b)(4)</p> <p>As a result of this modification, funding for CLIN 9002 has increased: From: (b)(4) By: To:</p> <p>As a result of this modification, the number of beds for CLIN 9002 has increased: From: (b)(4) By: (b)(4) To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.11, 192117FHO0CCA0001.14, 192117FHO0CCA0001.9</p> <p>Accounting Info: (b)(7)(E)</p> <p>Continued ...</p>				(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)
9003	<p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 9003 to read as follows (amount shown is the obligated amount):</p> <p>Transportation - Guaranteed Mileage: (b)(4) miles annually. This amount is inclusive of all associated transportation costs and in accordance with the Performance Work Statement. The period of performance runs from June 1, 2017 - April 30, 2018.</p> <p>Monthly Rate @ (b)(4)</p> <p>(b)(4)</p> <p>As a result of this modification, funding for CLIN 9003 has increased, From: (b)(4) By: To:</p> <p>As a result of this modification, the number of months for CLIN 9003 has increased: From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.11, 192117FHO0CCA0001.14, 192117FHO0CCA0001.9</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: Continued ...</p>				(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)
9005	<p>(b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 9005 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Volunteer Wages. The period of performance runs from June 1, 2017 - April 30, 2018.</p> <p>Wages @ \$1.00 per shift.</p> <p>15,040.00 x \$1 = \$15,040.00</p> <p>As a result of this modification, funding for CLIN 9005 has increased:</p> <p>From: (b)(4) By: To:</p> <p>As a result of this modification, the number of shifts for 9005 has increased:</p> <p>From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.10, 192117FHO0CCA0001.12, 192117FHO0CCA0001.15, 192117FHO0CCA0001.13</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: Continued ...</p>	15040	EA	1.00	15,040.00

NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
9006	<p>(b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 9006 to read as follows (amount shown is the obligated amount):</p> <p>On Call Post/Guard Services: At a Rate of (b)(4) per hour. The period of performance runs from June 1, 2017 - April 30, 2018.</p> <p>On Call Guard Services @ (b)(4) per hour.</p> <p>As a result of this modification, funding for CLIN 9006 has increased: From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.11, 192117FHO0CCA0001.14, 192117FHO0CCA0001.9</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info:</p> <p>(b)(7)(E)</p> <p>Continued ...</p>				(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)
9008	<p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 9008 to read as follows (amount shown is the obligated amount):</p> <p>Postage: The estimated annual cost is (b)(4) The period of performance runs from June 1, 2017 - April 30, 2018.</p> <p>As a result of this modification, funding for CLIN 9008 has increased: From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHOCCA0001.10, 192117FHOCCA0001.12, 192117FHOCCA0001.15</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p>				(b)(4)
9010	<p>Change Item 9010 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Clothing for Transfers: At a rate of (b)(4) per set. The period of performance runs from June 1, 2017 - April 30, 2018.</p> <p>As a result of this modification, funding for CLIN 9010 has increased: From: (b)(4) By: To:</p> <p>Continued ...</p>				(b)(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>As a result of this modification, the quantity of CLIN 8010 has increased:</p> <p>From: (b)(4)</p> <p>By:</p> <p>To:</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Requisition No: 192117FHO0CCA0001.10, 192117FHO0CCA0001.12, 192117FHO0CCA0001.15</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Invoice Instructions: ICE - ERO Contracts</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows:</p> <p>a) Email:</p> <ul style="list-style-type: none"> • (b)(7)(E)@ice.dhs.gov • Contracting Officer Representative (COR) or Government Point of Contact (GPOC) • Contract Specialist/Contracting Officer <p>Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email.</p> <p>Continued ...</p>				

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>b) USPS:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 Williston, VT 05495-1620</p> <p>ATTN: ICE-ERO-FOD-FHO</p> <p>The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>c) Facsimile:</p> <p>Alternative Invoices shall be submitted to: (802)-288-7658</p> <p>Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages.</p> <p>Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable:</p> <p>(i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;</p> <p>Continued ...</p>				

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>(ii). Dunn and Bradstreet (D&B) DUNS Number;</p> <p>(iii). Invoice date and invoice number;</p> <p>(iv). Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p>(v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;</p> <p>(vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii). Terms of any discount for prompt payment offered;</p> <p>(viii). Remit to Address;</p> <p>(ix). Name, title, and phone number of person to resolve invoicing issues;</p> <p>(x). ICE program office designated on order/contract/agreement and</p> <p>(xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing)</p> <p>(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management.</p> <p>3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred. Details are as follows:</p> <p>Continued ...</p>				

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>(i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting documentation for all detention services provided during the invoice period which provides the information described below:</p> <p>a. Detention Bed Space Services</p> <ul style="list-style-type: none"> • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>(ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and shall be submitted in .pdf format:</p> <p>a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>b. Transportation Services: For transportation CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Mileage rate being applied for that invoice; • Number of miles; • Transportation routes provided; • Locations serviced; • Names of detainees transported; • Itemized listing of all other charges; and, • for reimbursable expenses (e.g. travel <p>Continued ...</p>				

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>expenses, special meals, etc.) copies of all receipts.</p> <p>c. Stationary Guard Services: The itemized monthly invoice shall state:</p> <ul style="list-style-type: none"> • The location where the guard services were provided, • The employee guard names and number of hours being billed, • The employee guard names and duration of the billing (times and dates), and • (4) for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted. <p>d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.):</p> <p>1) The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support.</p> <p>(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required: Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.</p> <p>(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.</p> <p>(iii) Use shredders when discarding paper documents containing Sensitive PII.</p> <p>(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII.</p> <p>5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at (b)(6);(b)(7)(C) or by e-mail at (b)(7)(E)@ice.dhs.gov.</p>				

2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/DCR
ICE/DCR COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD NASHVILLE TN 372156105	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007 HSCEDM-17-J-00020 10B. DATED (SEE ITEM 13) 07/11/2017
CODE (b)(7)(E) FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: (b)(4)

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) Funding

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
CONTACT INFORMATION:
Field Office: (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C)
COR: (b)(6); (b)(7)(C)
Contracting Officer: (b)(6); (b)(7)(C)
Contract Specialist: (b)(6); (b)(7)(C)

The purpose of this order is to provide additional funds in the amount of (b)(4)
As a result, the overall obligated amount has increased:

From (b)(4)

Continued ...
Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C)
	16C. DATE SIGNED 10/31/17

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
9001	<p>By: (b)(4) To: (b)(4) Exempt Action: Y Sensitive Award: SPII Discount Terms: (b)(4) FOB: Destination Period of Performance: 06/01/2017 to 04/30/2018 Change Item 9001 to read as follows (amount shown is the obligated amount): Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) This amount includes the (b)(4) minimum guarantee stated in the base agreement and is in accordance with the Performance Work Statement. Bed Day Rate @ (b)(4) (b)(4) As a result of this modification, funding for CLIN 9001 has increased: From: (b)(4) By: To: As a result of this modification, the number of beds, CLIN 9001, has increased From: (b)(4) By: To: Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.11, 192117FHO0CCA0001.14, 192117FHO0CCA0001.16, 192117FHO0CCA0001.9, 192118FHO0CCA0001 Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Continued ...</p>				(b)(4)

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NAME OF OFFEROR OR CONTRACTOR
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
9003	<p>(b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 9003 to read as follows (amount shown is the obligated amount):</p> <p>Transportation - Guaranteed Mileage: (b)(4) miles annually. This amount is inclusive of all associated transportation costs and in accordance with the Performance Work Statement.</p> <p>Monthly Rate @ (b)(4)</p> <p>As a result of this modification, funding for CLIN 9003 has increased, From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.11, 192117FHO0CCA0001.14, 192117FHO0CCA0001.9, 192118FHO0CCA0001</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info:</p> <p>(b)(7)(E)</p> <p>Continued ...</p>				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
9005	<p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 9005 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Volunteer Wages. Wages @ \$1.00 per shift.</p> <p>16,000 x \$1 = \$16,000.00</p> <p>As a result of this modification, funding for CLIN 9005 has increased:</p> <p>From: (b)(4) By: To:</p> <p>As a result of this modification, the number of shifts for 9005 has increased: From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.10, 192117FHO0CCA0001.12, 192117FHO0CCA0001.15, 192117FHO0CCA0001.13, 192118FHO0CCA0001.1</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E) Continued ...</p>	16000	EA	1.00	16,000.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
9006	<p>(b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 9006 to read as follows (amount shown is the obligated amount):</p> <p>On Call Post/Guard Services: At a Rate of (b)(4) per hour. On Call Guard Services @ (b)(4) per hour.</p> <p>As a result of this modification, funding for CLIN 9006 has increased: From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.11, 192117FHO0CCA0001.14, 192117FHO0CCA0001.9, 192118FHO0CCA0001</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4) Continued ...</p>				(b)(4)

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
9008	<p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 9008 to read as follows (amount shown is the obligated amount):</p> <p>Postage: The estimated annual cost is (b)(4).</p> <p>As a result of this modification, funding for CLIN 9008 has increased: From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHOCCA0001.10, 192117FHOCCA0001.12, 192117FHOCCA0001.15, 192118FHOCCA0001.1</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 9010 to read as follows (amount shown Continued ...</p>				(b)(4)

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
9010	<p>is the obligated amount):</p> <p>Detainee Clothing for Transfers: At a rate of (b)(4) per set. As a result of this modification, funding for CLIN 9010 has increased: From: (b)(4) By: To:</p> <p>As a result of this modification, the quantity of CLIN 8010 has increased: From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.10, 192117FHO0CCA0001.12, 192117FHO0CCA0001.15, 192118FHO0CCA0001.1</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to the award. The service provider agrees to perform to the point that service does not exceed the total amount currently allotted to the items funded under the Task Order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the Continued ...</p>	(b)(4)			

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p> <p>All other terms and conditions are unchanged.</p>				

2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/DCR
ICE/DCR COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6): WASHINGTON DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD NASHVILLE TN 372156105	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007 HSCEDM-17-J-00020 10B. DATED (SEE ITEM 13) 07/11/2017
CODE (b)(7)(E) 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: (b)(4)
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) Funding

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
 CONTACT INFORMATION:
 Field Office: (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C)
 COR: (b)(6); (b)(7)(C)
 Contracting Officer: (b)(6); (b)(7)(C)
 Contract Specialist: (b)(6); (b)(7)(C)

The purpose of this order is to provide additional funds in the amount of (b)(4)
 As a result, the overall obligated amount has increased:

 From (b)(4)
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C)
	16C. DATE SIGNED 11/08/2017

NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
9001	<p>By: (b)(4) To: (b)(4) Exempt Action: Y Sensitive Award: SPII Delivery: 04/30/2018 Discount Terms: (b)(4) Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536 FOB: Destination Period of Performance: 06/01/2017 to 04/30/2018 Change Item 9001 to read as follows (amount shown is the obligated amount): Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) This amount includes the (b)(4) minimum guarantee stated in the base agreement and is in accordance with the Performance Work Statement. Bed Day Rate @ (b)(4) (b)(4) As a result of this modification, funding for CLIN 9001 has increased: From: (b)(4) By: To: As a result of this modification, the number of beds, CLIN 9001, has increased From: (b)(4) By: To: Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.11, 192117FHO0CCA0001.14, 192117FHO0CCA0001.16, 192117FHO0CCA0001.9, 192118FHO0CCA0001, 192118FHO0CCA0001.2 Accounting Info: (b)(7)(E) Continued ...</p>				(b)(4)

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
9003	<p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(4)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(4)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 9003 to read as follows (amount shown is the obligated amount):</p> <p>Transportation - Guaranteed Mileage: (b)(4) miles annually. This amount is inclusive of all associated transportation costs and in accordance with the Performance Work Statement.</p> <p>Monthly Rate @ (b)(4)</p> <p>As a result of this modification, funding for CLIN 9003 has increased, From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.11, 192117FHO0CCA0001.14, 192117FHO0CCA0001.9, 192118FHO0CCA0001, 192118FHO0CCA0001.2</p> <p>Continued ...</p>				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: (b)(7)(E)				
	Funded: (b)(4) Accounting Info: (b)(7)(E)				
	Funded: (b)(4) Accounting Info: (b)(7)(E)				
	Funded: (b)(4) Accounting Info: (b)(7)(E)				
	Funded: (b)(4) Accounting Info: (b)(7)(E)				
	Funded: (b)(4) Accounting Info: (b)(7)(E)				
	Funded: (b)(4) Accounting Info: (b)(7)(E)				
	Funded: (b)(4) Accounting Info: (b)(7)(E)				
	Funded: (b)(4) Accounting Info: (b)(7)(E)				
9006	Change Item 9006 to read as follows (amount shown is the obligated amount): On Call Post/Guard Services: At a Rate of (b)(4) per hour. On Call Guard Services @ (b)(4) per hour. As a result of this modification, funding for CLIN 9006 has increased: From: (b)(4) By: To: Continued ...				(b)(4)

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CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.11, 192117FHO0CCA0001.14, 192117FHO0CCA0001.9, 192118FHO0CCA0001, 192118FHO0CCA0001.2</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to the award. The service provider agrees to perform to the point that service does not exceed the total amount currently allotted to the items funded under the Task Order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p> <p>All other terms and conditions are unchanged.</p>				

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00006 See Block 16C See Schedule

6. ISSUED BY CODE ICE/DCR 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR
 ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6): WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO. (x)
 CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD NASHVILLE TN 372156105
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. x HSCEDM-09-D-00007 HSCEDM-17-J-00020
 10B. DATED (SEE ITEM 13) 07/11/2017
 CODE (b)(7)(E) 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: (b)(4)
 See Schedule

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

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
 CONTACT INFORMATION:
 Field Office: (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C)
 COR: (b)(6); (b)(7)(C)
 Contracting Officer: (b)(6); (b)(7)(C)
 Contract Specialist: (b)(6); (b)(7)(C)

The purpose of this order is to provide additional funds in the amount of (b)(4)
 See individual CLINs for details.

As a result, the overall obligated amount has increased:
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)
 (b)(6); (b)(7)(C)
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C) 16C. DATE SIGNED
 (Signature of person authorized to sign) (Signature of Contracting Officer) 12/20/2017

NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
9001	<p>From (b)(4) By: To:</p> <p>Exempt Action: Y Sensitive Award: SPII Delivery: 04/30/2018 Discount Terms: (b)(4)</p> <p>Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536</p> <p>FOB: Destination Period of Performance: 06/01/2017 to 04/30/2018</p> <p>Change Item 9001 to read as follows (amount shown is the obligated amount):</p> <p>Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) This amount includes the (b)(4) minimum guarantee stated in the base agreement and is in accordance with the Performance Work Statement.</p> <p>Bed Day Rate @ (b)(4)</p> <p>(b)(4)</p> <p>As a result of this modification, funding for CLIN 9001 has increased:</p> <p>From: (b)(4) By: To:</p> <p>As a result of this modification, the number of beds, CLIN 9001, has increased:</p> <p>From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.11, 192117FHO0CCA0001.14, 192117FHO0CCA0001.16, 192117FHO0CCA0001.9, 192118FHO0CCA0001, 192118FHO0CCA0001.2, 192118FHO0CCA0001.3 Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/HSCEDM-17-J-00020/P00006

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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)
	Accounting Info: (b)(4)				
	Funded: (b)(4) Accounting Info: (b)(4)				
	Funded: (b)(4) Accounting Info: (b)(4)				
	Funded: (b)(4) Accounting Info: (b)(4)				
	Funded: (b)(4) Accounting Info: (b)(4)				
	Funded: (b)(4) Accounting Info: (b)(4)				
	Funded: (b)(4) Accounting Info: (b)(4)				
	Funded: (b)(4) Accounting Info: (b)(7)(E)				
	Funded: (b)(4)				
9003	Change Item 9003 to read as follows (amount shown is the obligated amount): Transportation - Guaranteed Mileage: (b)(4) miles annually. This amount is inclusive of all associated transportation costs and in accordance with the Performance Work Statement. Monthly Rate @ (b)(4) As a result of this modification, funding for CLIN 9003 has increased: Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/HSCEDM-17-J-00020/P00006

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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)
	From: (b)(4) By: To: Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.11, 192117FHO0CCA0001.14, 192117FHO0CCA0001.9, 192118FHO0CCA0001, 192118FHO0CCA0001.2, 192118FHO0CCA0001.4 Accounting Info: (b)(4) Funded: (b)(4) Accounting Info: (b)(4) Funded: (b)(4) Accounting Info: (b)(4) Funded: (b)(4) Accounting Info: (b)(4) Funded: (b)(4) Accounting Info: (b)(4) Funded: (b)(4) Accounting Info: (b)(4) Funded: (b)(4) Accounting Info: (b)(4) Funded: (b)(4) Accounting Info: (b)(4) Funded: (b)(4) Accounting Info: (b)(4) Funded: (b)(4) Accounting Info: (b)(7)(E) Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/HSCEDM-17-J-00020/P00006

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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>Funded: (b)(4)</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to the award. The service provider agrees to perform to the point that service does not exceed the total amount currently allotted to the items funded under the Task Order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p> <p>All other terms and conditions are unchanged.</p>				

2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/DCR
ICE/DCR COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6): WASHINGTON DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD NASHVILLE TN 372156105	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007 HSCEDM-17-J-00020 10B. DATED (SEE ITEM 13) 07/11/2017
CODE (b)(7)(E) 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: (b)(4)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Funding Only IAW HSCEDM-09-D-00007-HSCEDM-17-J-00007

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

CONTACT INFORMATION:

Field Office: (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C)

COR: (b)(6); (b)(7)(C)

Contracting Officer: (b)(6); (b)(7)(C)

Contract Specialist: (b)(6); (b)(7)(C)

The purpose of this order is to provide additional funds in the amount of \$3,295,814.28
As a result, the overall obligated amount has increased:

From \$26,148,604.50
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)
	(b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	(b)(6); (b)(7)(C)
	16C. DATE SIGNED
	2/5/18

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)
9001	<p>By: \$ 3,295,814.28 To: \$29,444,418.78 Exempt Action: Y Sensitive Award: SPII Discount Terms: (b)(4) FOB: Destination Period of Performance: 06/01/2017 to 04/30/2018 Change Item 9001 to read as follows (amount shown is the obligated amount): Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) This amount includes the (b)(4) minimum guarantee stated in the base agreement and is in accordance with the Performance Work Statement. Bed Day Rate @ (b)(4) (b)(4) As a result of this modification, funding for CLIN 9001 has increased: From: (b)(4) By: To: As a result of this modification, the number of beds, CLIN 9001, has increased: From: (b)(4) By: To: Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.11, 192117FHO0CCA0001.14, 192117FHO0CCA0001.16, 192117FHO0CCA0001.9, 192118FHO0CCA0001, 192118FHO0CCA0001.2, 192118FHO0CCA0001.3, 192118FHO0CCA0001.6 Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Continued ...</p>				(b)(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)
9003	<p>(b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Change Item 9003 to read as follows (amount shown is the obligated amount): Transportation - Guaranteed Mileage: (b)(4) miles annually. This amount is inclusive of all associated transportation costs and in accordance with the Performance Work Statement. Monthly Rate @ (b)(4) As a result of this modification, funding for CLIN 9003 has increased: From: (b)(4) By: To: Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/HSCEDM-17-J-00020/P00007

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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)
	Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.11, 192117FHO0CCA0001.14, 192117FHO0CCA0001.9, 192118FHO0CCA0001, 192118FHO0CCA0001.2, 192118FHO0CCA0001.4, 192118FHO0CCA0001.6 Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Continued ...				

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)
9005	<p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 9005 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Volunteer Wages. Wages @ \$1.00 per shift.</p> <p>8,000 x \$1 = \$8,000.00</p> <p>As a result of this modification, funding for CLIN 9005 has increased: From: (b)(4) By: To:</p> <p>As a result of this modification, the number of shifts for 9005 has increased: From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.10, 192117FHO0CCA0001.12, 192117FHO0CCA0001.15, 192117FHO0CCA0001.13, 192118FHO0CCA0001.1, 192118FHO0CCA0001.5</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: Continued ...</p>	8000	EA	1.00	8,000.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/HSCEDM-17-J-00020/P00007

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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)
9008	<p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 9008 to read as follows (amount shown is the obligated amount):</p> <p>Postage: The estimated annual cost is \$420.00.</p> <p>As a result of this modification, funding for CLIN 9008 has increased:</p> <p>From: (b)(4)</p> <p>By: []</p> <p>To: []</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Requisition No: 192117FHOCCA0001.10, 192117FHOCCA0001.12, 192117FHOCCA0001.15, 192118FHOCCA0001.1, 192118FHOCCA0001.5</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/HSCEDM-17-J-00020/P00007

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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)
9010	<p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 9010 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Clothing for Transfers: At a rate of (b)(4) per set.</p> <p>As a result of this modification, funding for CLIN 9010 has increased:</p> <p>From: (b)(4)</p> <p>By:</p> <p>To:</p> <p>As a result of this modification, the quantity of CLIN 8010 has increased:</p> <p>From: (b)(4)</p> <p>By:</p> <p>To:</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Requisition No: 192117FHOCCA0001.10, 192117FHOCCA0001.12, 192117FHOCCA0001.15, 192118FHOCCA0001.1, 192118FHOCCA0001.5</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-09-D-00007/HSCEDM-17-J-00020/P00007

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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>The funding provided in this Task Order is the amount presently available for payment and allotted to the award. The service provider agrees to perform to the point that service does not exceed the total amount currently allotted to the items funded under the Task Order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p> <p>All other terms and conditions are unchanged.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 / 7
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/DCR	ICE/DCR	
ICE/DCR COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536		ICE/DCR COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD NASHVILLE TN 372156105		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE (b)(7)(E) FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEM-09-D-00007 HSCEM-17-J-00020	10B. DATED (SEE ITEM 13) 07/11/2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Funding Only IAW HSCEM-09-D-00007

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

CONTACT INFORMATION:

Field Office: (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C)
 Program POC: (b)(6); (b)(7)(C)
 COR: (b)(6); (b)(7)(C)
 Contracting Officer: (b)(6); (b)(7)(C)
 Contract Specialist: (b)(6); (b)(7)(C)
 Corecivic: (b)(6); (b)(7)(C)@corecivic.com

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16C. DATE SIGNED 4/5/18

NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
9001	<p>The purpose of this modification is to provide additional funds in the amount of \$3,172,629.00.</p> <p>As a result, the overall obligated amount has increased:</p> <p>From \$35,801,926.78 By: \$3,172,629.00 To: \$38,974,555.78</p> <p>Exempt Action: Y Sensitive Award: SPII Delivery: 04/30/2018 Discount Terms: (b)(4)</p> <p>Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536</p> <p>FOB: Destination Period of Performance: 06/01/2017 to 04/30/2018</p> <p>Change Item 9001 to read as follows (amount shown is the obligated amount):</p> <p>Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4). This amount includes the (b)(4) minimum guarantee stated in the base agreement and is in accordance with the Performance Work Statement.</p> <p>Bed Day Rate @ (b)(4)</p> <p>(b)(4)</p> <p>As a result of this modification, funding for CLIN 9001 has increased:</p> <p>From: (b)(4) By: To:</p> <p>As a result of this modification, the number of beds has increased:</p> <p>From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Continued ...</p>				(b)(4)

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>Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.11, 192117FHO0CCA0001.14, 192117FHO0CCA0001.16, 192117FHO0CCA0001.9, 192118FHO0CCA0001, 192118FHO0CCA0001.2, 192118FHO0CCA0001.3, 192118FHO0CCA0001.6, 192118FHO0CCA0001.7, 192118FHO0CCA0001.9</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-09-D-00007/HSCEDM-17-J-00020/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)
9003	<p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 9003 to read as follows (amount shown is the obligated amount):</p> <p>Transportation - Guaranteed Mileage: (b)(4) miles annually. This amount is inclusive of all associated transportation costs and in accordance with the Performance Work Statement.</p> <p>Monthly Rate @ (b)(4)</p> <p>As a result of this modification, funding for CLIN 9003 has increased:</p> <p>From: (b)(4)</p> <p>By: []</p> <p>To: []</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHOCCA0001.11, 192117FHOCCA0001.14, 192117FHOCCA0001.9, 192118FHOCCA0001, 192118FHOCCA0001.2, 192118FHOCCA0001.4, 192118FHOCCA0001.6, 192118FHOCCA0001.7, 192118FHOCCA0001.9</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/HSCEDM-17-J-00020/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>By: (b)(4) To: [Redacted]</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD. Requisition No: 192117FHOCCA0001.11, 192117FHOCCA0001.14, 192117FHOCCA0001.9, 192118FHOCCA0001, 192118FHOCCA0001.2, 192118FHOCCA0001.7, 192118FHOCCA0001.9</p> <p>Accounting Info: [Redacted]</p> <p>Funded: (b)(4) Accounting Info: [Redacted]</p> <p>Funded: (b)(4) Accounting Info: [Redacted]</p> <p>Funded: (b)(4) Accounting Info: [Redacted]</p> <p>Funded: (b)(4) Accounting Info: [Redacted]</p> <p>Funded: (b)(4) Accounting Info: [Redacted]</p> <p>Funded: (b)(4) Accounting Info: [Redacted]</p> <p>Funded: (b)(4) Accounting Info: [Redacted]</p> <p>Funded: (b)(4) Accounting Info: [Redacted]</p> <p>Funded: (b)(4) Accounting Info: [Redacted]</p> <p>Funded: (b)(4) Accounting Info: [Redacted]</p> <p>Funded: (b)(4) Accounting Info: [Redacted]</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to the award. The service provider agrees to perform to the point that service does not exceed the total amount currently allotted to Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
 HSCEDM-09-D-00007/HSCEDM-17-J-00020/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>the items funded under the Task Order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p> <p>All other terms and conditions are unchanged.</p>				

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 04/29/2016		2. CONTRACT NO. (If any) HSCEDM-09-D-00007		6. SHIP TO: a. NAME OF CONSIGNEE ICE ENFORCEMENT REMOVAL	
3. ORDER NO. HSCEDM-16-J-00023		4. REQUISITION/REFERENCE NO. See Schedule		b. STREET ADDRESS IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6);	
5. ISSUING OFFICE (Address correspondence to) ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536		c. CITY WASHINGTON		d. STATE DC	e. ZIP CODE 20536
7. TO: a. NAME OF CONTRACTOR CORRECTIONS CORPORATION OF AMERICA		b. COMPANY NAME		f. SHIP VIA	
c. STREET ADDRESS 10 BURTON HILLS BLVD		d. CITY NASHVILLE		e. STATE TN	f. ZIP CODE 372156105
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. 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.	

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 <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT Destination	
13. PLACE OF a. INSPECTION Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 04/29/2017	
b. ACCEPTANCE Destination				16. DISCOUNT TERMS (b)(4)	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 159734151 CONTACT INFORMATION: Field Office: (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C) COR: (b)(6); (b)(7)(C) Contracting Officer: (b)(6); (b)(7)(C) Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO: a. NAME DHS ICE (b)(4)						
b. STREET ADDRESS (or P.O. Box) BURLINGTON FINANCE CENTER POBOX 1620 ATTN ICE-OAQ (b)(4)						17(i) GRAND TOTAL
c. CITY WILLISTON		d. STATE VT	e. ZIP CODE 05495-1620			
22. UNITED STATES OF AMERICA BY (Signature) (b)(6); (b)(7)(C)				23. NAME (Typed) (b)(6); (b)(7)(C) TITLE: CONTRACTING/ORDERING OFFICER		

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 04/29/2016	CONTRACT NO. HSCEDM-09-D-00007	ORDER NO. HSCEDM-16-J-00023
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(b)(6); (b)(7)(C)</p> <p>Contract Specialist: (b)(6); (b)(7)(C)</p> <p>(b)(6); (b)(7)(C)</p> <p>This is a new Task Order for detention services for ICE detainees. It is a continuation of services from Task Order No. HSCEDM-15-J-00016 under Award No. HSCEDM-09-D-00007.</p> <p>The authorized period of performance is 05/01/2016 - 04/30/2017.</p> <p>Obligated funding increased as follows: From: \$0 By: \$9,806,727.54 To: \$9,806,727.54.</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to the award. The service provider agrees to perform to the point that service does not exceed the total amount currently allotted to the items funded under the Task Order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted. Exempt Action: Y Period of Performance: 05/01/2016 to 04/30/2017</p>					
8001	<p>Detention Services: (b)(6); Detainees at a Bed Day Rate of (b)(4) This amount includes the (b)(4) minimum guarantee stated in the base agreement and is in accordance with the Performance Work Statement. The period of performance runs from May 1, 2016 - April 30, 2017.</p> <p>Obligated funding increased as follows: From: (b)(4) By: (b)(4) To: [Redacted] Continued ...</p>					

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

(b)(4)

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

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

DATE OF ORDER 04/29/2016	CONTRACT NO. HSCEDM-09-D-00007	ORDER NO. HSCEDM-16-J-00023
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
8002	<p>Quantity increased as follows: From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192116FHO0CCA0001.10</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) This amount is in accordance with the Performance Work Statement and the period of performance runs from May 1, 2016 - April 30, 2017.</p> <p>Obligated funding increased as follows: From: (b)(4) By: To:</p> <p>Quantity increased as follows: From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192116FHO0CCA0001.10</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p>					
8003	<p>Transportation - Guaranteed Mileage: (b)(4) miles annually. This amount is inclusive of all associated transportation costs and in accordance with the Continued ...</p>					

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

(b)(4)

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

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

DATE OF ORDER 04/29/2016	CONTRACT NO. HSCEDM-09-D-00007	ORDER NO. HSCEDM-16-J-00023
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Performance Work Statement. The period of performance runs from May 1, 2016 - April 30, 2017.</p> <p>Obligated funding increased as follows: From: (b)(4) By: To:</p> <p>Quantity increased as follows: From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192116FHO0CCA0001.10</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p>					
8004	<p>Transportation - Above the Guaranteed Mileage: At a Rate of (b)(4) Per Mile. This amount is inclusive of all associated transportation costs and in accordance with the Performance Work Statement. The period of performance runs from May 1, 2016 - April 30, 2017.</p> <p>Obligated funding increased as follows: From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				(b)(4)	
8005	<p>Detainee Volunteer Wages: At a Rate of (b)(4) per shift. The period of performance runs from May 1, 2016 - April 30, 2017.</p> <p>Obligated funding increased as follows: From: (b)(4) Continued ...</p>				(b)(4)	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					(b)(4)	

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

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

DATE OF ORDER 04/29/2016	CONTRACT NO. HSCEDM-09-D-00007	ORDER NO. HSCEDM-16-J-00023
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
8006	By: (b)(4) To: [Redacted] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192116FHO0CCA0001.12 Accounting Info: (b)(7)(E) [Redacted] Funded: (b)(4) [Redacted] On Call Post/Guard Services: At a Rate of \$31.91 per hour. The period of performance runs from May 1, 2016 - April 30, 2017. Obligated funding increased as follows: From: (b)(4) [Redacted] By: [Redacted] To: [Redacted] Quantity increased as follows: From: (b)(4) [Redacted] By: [Redacted] To: [Redacted] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192116FHO0CCA0001.10 Accounting Info: (b)(7)(E) [Redacted] Funded: (b)(4) [Redacted]					(b)(4)
8008	Postage: The estimated annual cost is \$420.00. The period of performance runs from May 1, 2016 - April 30, 2017. Obligated funding increased as follows: From: (b)(4) [Redacted] By: [Redacted] To: [Redacted] Product/Service Code: S206 Continued ...					(b)(4)

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 04/29/2016	CONTRACT NO. HSCEDM-09-D-00007	ORDER NO. HSCEDM-16-J-00023
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
8010	<p>Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192116FHO0CCA0001.12</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(7)(E)</p> <p>Detainee Clothing for Transfers: At a rate of (b)(4) per set. The period of performance runs from May 1, 2016 - April 30, 2017.</p> <p>Obligated funding increased as follows: From: (b)(4) By: To:</p> <p>Quantity increased as follows: From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192116FHO0CCA0001.12</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Invoice Instructions: ICE - ERO Contracts</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis Continued ...</p>					
						(b)(4)

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 04/29/2016	CONTRACT NO. HSCEDM-09-D-00007	ORDER NO. HSCEDM-16-J-00023
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows:</p> <p>a) Email:</p> <ul style="list-style-type: none"> • Invoice.Consolidation@ice.dhs.gov • Contracting Officer Representative (COR) or Government Point of Contact (GPOC) • Contract Specialist/Contracting Officer <p>Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email.</p> <p>b) USPS:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 Williston, VT 05495-1620</p> <p>ATTN: ICE-ERO-FOD-FHO</p> <p>The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>c) Facsimile:</p> <p>Alternative Invoices shall be submitted to: (802)-288-7658</p> <p>Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages.</p> <p>Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov</p> <p>Continued ...</p>					

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 04/29/2016	CONTRACT NO. HSCEDM-09-D-00007	ORDER NO. HSCEDM-16-J-00023
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable:</p> <p>(i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;</p> <p>(ii). Dunn and Bradstreet (D&B) DUNS Number;</p> <p>(iii). Invoice date and invoice number;</p> <p>(iv). Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p>(v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;</p> <p>(vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii). Terms of any discount for prompt payment offered;</p> <p>(viii). Remit to Address;</p> <p>Continued ...</p>					

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 04/29/2016	CONTRACT NO. HSCEDM-09-D-00007	ORDER NO. HSCEDM-16-J-00023
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(ix). Name, title, and phone number of person to resolve invoicing issues;</p> <p>(x). ICE program office designated on order/contract/agreement and</p> <p>(xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing)</p> <p>(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management.</p> <p>3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred. Details are as follows:</p> <p>(i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting documentation for all detention services provided during the invoice period which provides the information described below:</p> <p>a. Detention Bed Space Services</p> <ul style="list-style-type: none"> • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed <p>Continued ...</p>					

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 04/29/2016	CONTRACT NO. HSCEDM-09-D-00007	ORDER NO. HSCEDM-16-J-00023
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>day rate;</p> <ul style="list-style-type: none"> • Name of each detainee; • Detainees identification information <p>(ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and shall be submitted in .pdf format:</p> <p>a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>b. Transportation Services: For transportation CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Mileage rate being applied for that invoice; • Number of miles; • Transportation routes provided; • Locations serviced; • Names of detainees transported; • Itemized listing of all other charges; <p>and,</p> <ul style="list-style-type: none"> • for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts. <p>c. Stationary Guard Services: The itemized monthly invoice shall state:</p> <p>Continued ...</p>					

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 04/29/2016	CONTRACT NO. HSCEDM-09-D-00007	ORDER NO. HSCEDM-16-J-00023
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<ul style="list-style-type: none"> • The location where the guard services were provided, • The employee guard names and number of hours being billed, • The employee guard names and duration of the billing (times and dates), and • (4) for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted. <p>d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.):</p> <p>1) The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support.</p> <p>(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard Continued ...</p>					

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 04/29/2016	CONTRACT NO. HSCEDM-09-D-00007	ORDER NO. HSCEDM-16-J-00023
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>information, the follow precautions are required:</p> <p>(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.</p> <p>(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.</p> <p>(iii) Use shredders when discarding paper documents containing Sensitive PII.</p> <p>(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII.</p> <p>5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at (b)(6);(b)(7)(C) or by e-mail at (b)(7)(E)@ice.dhs.gov.</p> <p>All terms and conditions remain the same.</p> <p>The total amount of award: (b)(4)</p> <p>The obligation for this award is shown in box 17(i).</p>					

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

(b)(4)

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/DCR
ICE/DCR COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD NASHVILLE TN 372156105	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007 HSCEDM-17-J-00020 10B. DATED (SEE ITEM 13) 07/11/2017
CODE (b)(7)(E) FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: (b)(4)

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) Funding

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
 CONTACT INFORMATION:
 Field Office: (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C)
 COR: (b)(6); (b)(7)(C)
 Contracting Officer: (b)(6); (b)(7)(C)
 Contract Specialist: (b)(6); (b)(7)(C)

The purpose of this order is to provide additional funds in the amount of \$6,662,667. As a result, the overall obligated amount has increased:

From \$3,334,353.42
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
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
HSCEDM-09-D-00007/HSCEDM-17-J-00020/P00001

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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)
9001	<p>By: \$6,662,667.00 To: \$9,997,020.42</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to the award. The service provider agrees to perform to the point that service does not exceed the total amount currently allotted to the items funded under the Task Order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p> <p>Exempt Action: Y Sensitive Award: SPII Discount Terms: (b)(4)</p> <p>FOB: Destination Period of Performance: 06/01/2017 to 04/30/2018</p> <p>Change Item 9001 to read as follows (amount shown is the obligated amount):</p> <p>Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4). This amount includes the (b)(4) minimum guarantee stated in the base agreement and is in accordance with the Performance Work Statement. The period of performance runs from June 1, 2017 - April 30, 2018.</p> <p>Bed Day Rate @ (b)(4)</p> <p>(b)(4)</p> <p>As a result of this modification, funding for CLIN 9001 has increased: From: (b)(4) By: To:</p> <p>As a result of this modification, the number of beds, CLIN 9001, has increased From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.11, 192117FHO0CCA0001.9 Continued ...</p>				(b)(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)
9002	<p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 9002 to read as follows (amount shown is the obligated amount):</p> <p>Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) This amount is in accordance with the Performance Work Statement and the period of performance runs from June 1, 2017 - April 30, 2018.</p> <p>Bed Day Rate @ (b)(4) per Day</p> <p>(b)(4)</p> <p>As a result of this modification, funding for CLIN 9002 has increased: From: (b)(4) By: To:</p> <p>As a result of this modification, the number of beds for CLIN 9002 has increased: From: (b)(4) By: (b)(4) To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.11, 192117FHO0CCA0001.9</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/HSCEDM-17-J-00020/P00001

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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)
9003	<p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 9003 to read as follows (amount shown is the obligated amount):</p> <p>Transportation - Guaranteed Mileage: (b)(4) miles annually. This amount is inclusive of all associated transportation costs and in accordance with the Performance Work Statement. The period of performance runs from June 1, 2017 - April 30, 2018.</p> <p>Monthly Rate @ (b)(4)</p> <p>(b)(4)</p> <p>As a result of this modification, funding for CLIN 9003 has increased, From: (b)(4) By: To:</p> <p>As a result of this modification, the number of months for CLIN 9003 has increased: From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.11, 192117FHO0CCA0001.9</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 9005 to read as follows (amount shown Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-09-D-00007/HSCEDM-17-J-00020/P00001

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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)
9005	<p>is the obligated amount):</p> <p>Detainee Volunteer Wages. The period of performance runs from June 1, 2017 - April 30, 2018.</p> <p>Wages @ \$1.00 per shift.</p> <p>10,100 shifts x \$1 = \$10,100</p> <p>As a result of this modification, funding for CLIN 9005 has increased:</p> <p>From: (b)(4)</p> <p>By: []</p> <p>To: []</p> <p>As a result of this modification, the number of shifts for 9005 has increased:</p> <p>From: (b)(4)</p> <p>By: []</p> <p>To: []</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Requisition No: 192117FHO0CCA0001.10, 192117FHO0CCA0001.12, 192117FHO0CCA0001.13</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p>		EA	1.00	10,100.00
9006	<p>Change Item 9006 to read as follows (amount shown is the obligated amount):</p> <p>On Call Post/Guard Services: At a Rate of (b)(4) per hour. The period of performance runs from June 1, 2017 - April 30, 2018.</p> <p>Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-09-D-00007/HSCEDM-17-J-00020/P00001

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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)
9008	<p>On Call Guard Services @ (b)(4) per hour.</p> <p>As a result of this modification, funding for CLIN 9006 has increased: From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.11, 192117FHO0CCA0001.9</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 9008 to read as follows (amount shown is the obligated amount):</p> <p>Postage: The estimated annual cost is (b)(4) The period of performance runs from June 1, 2017 - April 30, 2018.</p> <p>As a result of this modification, funding for CLIN 9008 has increased: From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHO0CCA0001.10, 192117FHO0CCA0001.12</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: Continued ...</p>				(b)(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)
9010	<p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 9010 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Clothing for Transfers: At a rate of \$25.00 per set. The period of performance runs from June 1, 2017 - April 30, 2018.</p> <p>As a result of this modification, funding for CLIN 9010 has increased: From: (b)(4) By: To:</p> <p>As a result of this modification, the quantity of CLIN 8010 has increased: From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FHOCCA0001.10, 192117FHOCCA0001.12</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Invoice Instructions: ICE - ERO Contracts</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or Continued ...</p>			(b)(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>facsimile as follows:</p> <p>a) Email:</p> <ul style="list-style-type: none"> • (b)(7)(E)@ice.dhs.gov • Contracting Officer Representative (COR) or Government Point of Contact (GPOC) • Contract Specialist/Contracting Officer <p>Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email.</p> <p>b) USPS:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 Williston, VT 05495-1620</p> <p>ATTN: ICE-ERO-FOD-FHO</p> <p>The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>c) Facsimile:</p> <p>Alternative Invoices shall be submitted to: (802)-288-7658</p> <p>Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages.</p> <p>Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice shall Continued ...</p>				

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>contain the following information in accordance with 52.212-4 (g), as applicable:</p> <p>(i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;</p> <p>(ii). Dunn and Bradstreet (D&B) DUNS Number;</p> <p>(iii). Invoice date and invoice number;</p> <p>(iv). Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p>(v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;</p> <p>(vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii). Terms of any discount for prompt payment offered;</p> <p>(viii). Remit to Address;</p> <p>(ix). Name, title, and phone number of person to resolve invoicing issues;</p> <p>(x). ICE program office designated on order/contract/agreement and</p> <p>(xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing)</p> <p>(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Continued ...</p>				

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>Management.</p> <p>3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred. Details are as follows:</p> <p>(i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting documentation for all detention services provided during the invoice period which provides the information described below:</p> <p>a. Detention Bed Space Services</p> <ul style="list-style-type: none"> • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>(ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and shall be submitted in .pdf format:</p> <p>a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
CORRECTIONS CORPORATION OF AMERICA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<ul style="list-style-type: none"> • Detainees identification information <p>b. Transportation Services: For transportation CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Mileage rate being applied for that invoice; • Number of miles; • Transportation routes provided; • Locations serviced; • Names of detainees transported; • Itemized listing of all other charges; and, • for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts. <p>c. Stationary Guard Services: The itemized monthly invoice shall state:</p> <ul style="list-style-type: none"> • The location where the guard services were provided, • The employee guard names and number of hours being billed, • The employee guard names and duration of the billing (times and dates), and • (4) for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted. <p>d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.):</p> <p>1) The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support.</p> <p>(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information Continued ...</p>				

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>(PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required:</p> <p>(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.</p> <p>(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.</p> <p>(iii) Use shredders when discarding paper documents containing Sensitive PII.</p> <p>(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII.</p> <p>5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at (b)(6); (b)(7)(C) or by e-mail at (b)(7)(E)@ice.dhs.gov.</p>				

2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192117FHO0CCA0001.16	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/DCR
ICE/DCR COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CORRECTIONS CORPORATION OF AMERICA 10 BURTON HILLS BLVD NASHVILLE TN 372156105	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00007 HSCEDM-17-J-00020 10B. DATED (SEE ITEM 13) 07/11/2017
CODE (b)(7)(E) FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule	Net Increase:	\$3,156,116.00
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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) Funding

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
 CONTACT INFORMATION:
 Field Office: (b)(6); (b)(7)(C) and (b)(6); (b)(7)(C)
 COR: (b)(6); (b)(7)(C)
 Contracting Officer: (b)(6); (b)(7)(C)
 Contract Specialist: (b)(6); (b)(7)(C)

The purpose of this order is to provide additional funds in the amount of \$3,156,116.00. As a result, the overall obligated amount has increased:

From \$13,338,420.42
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
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)
9001	<p>By: \$ 3,156,116.00 To: \$16,494,536.42</p> <p>Exempt Action: Y Sensitive Award: SPII Discount Terms: (b)(4)</p> <p>FOB: Destination Period of Performance: 06/01/2017 to 04/30/2018</p> <p>Change Item 9001 to read as follows (amount shown is the obligated amount):</p> <p>Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) This amount includes the (b)(4) minimum guarantee stated in the base agreement and is in accordance with the Performance Work Statement. The period of performance runs from June 1, 2017 - April 30, 2018.</p> <p>Bed Day Rate @ (b)(4)</p> <p>(b)(4)</p> <p>As a result of this modification, funding for CLIN 9001 has increased: From: (b)(4) By: To:</p> <p>As a result of this modification, the number of beds, CLIN 9001, has increased From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Continued ...</p>				(b)(4)

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)
9002	<p>(b)(7)(E)</p> <p>Funded: \$0.00</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 9002 to read as follows (amount shown is the obligated amount):</p> <p>Detention Services: (b)(4) Detainees at a Bed Day Rate of (b)(4) This amount is in accordance with the Performance Work Statement and the period of performance runs from June 1, 2017 - April 30, 2018.</p> <p>Bed Day Rate @ (b)(4) per Day</p> <p>(b)(4)</p> <p>As a result of this modification, funding for CLIN 9002 has increased:</p> <p>From: (b)(4)</p> <p>By:</p> <p>To:</p> <p>As a result of this modification, the number of beds for CLIN 9002 has increased:</p> <p>From: (b)(4)</p> <p>By: (b)(4)</p> <p>To:</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Continued ...</p>				(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)
9003	<p>Change Item 9003 to read as follows (amount shown is the obligated amount):</p> <p>Transportation - Guaranteed Mileage: (b)(4) miles annually. This amount is inclusive of all associated transportation costs and in accordance with the Performance Work Statement. The period of performance runs from June 1, 2017 - April 30, 2018.</p> <p>Monthly Rate @ (b)(4)</p> <p>(b)(4) is provided in this modification.</p> <p>As a result of this modification, funding for CLIN 9003 has increased, From: (b)(4) By: To: </p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>The funding provided in this Task Order is the Continued ...</p>				(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)
	<p>amount presently available for payment and allotted to the award. The service provider agrees to perform to the point that service does not exceed the total amount currently allotted to the items funded under the Task Order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p> <p>All other terms and conditions are unchanged.</p>				

Contract#	Order#	Version#	Award Date	Obligated Amount	Simplified Acquisitions	Contract Type	Status	Release Date
Site: ICE DCR								
Vendor: 1597341510000 CoreCivic, Inc.								
70CDCR19D00000003			01/31/2019	\$0.00		Firm-fixed-price	Released	02/04/2019
70CDCR19D00000003		P00001	05/21/2019	\$0.00		Firm-fixed-price	Released	05/28/2019
70CDCR19D00000003		P00002	08/01/2019	\$0.00		Firm-fixed-price	Released	09/11/2019
70CDCR19D00000003		P00003	10/24/2019	\$0.00		Firm-fixed-price	Released	10/28/2019
70CDCR19D00000003		P00004	12/11/2019	\$0.00		Firm-fixed-price	Released	12/11/2019
70CDCR19D00000003		P00005	01/30/2020	\$0.00		Firm-fixed-price	Released	01/30/2020
70CDCR19D00000003		P00006	01/31/2020	\$0.00		Firm-fixed-price	Released	01/31/2020
70CDCR19D00000003		P00007	03/25/2020	\$0.00		Firm-fixed-price	Released	03/31/2020
70CDCR19D00000003		P00008	05/29/2020	\$0.00		Firm-fixed-price	Released	05/29/2020
70CDCR19D00000003	70CDCR20FR0000014		01/31/2020	\$1,720,295.70	Delivery / Task Order		Released	01/31/2020
70CDCR19D00000003	70CDCR20FR0000014	P00001	04/07/2020	\$3,475,622.67	Delivery / Task Order		Released	04/07/2020
70CDCR19D00000003	70CDCR20FR0000014	P00002	05/29/2020	\$1,984,635.16	Delivery / Task Order		Released	05/29/2020
70CDCR19D00000003	70CDCR20FR0000014	P00003	06/24/2020	\$2,600,632.09	Delivery / Task Order		Released	06/24/2020
70CDCR19D00000003	70CDCR20FR0000014	P00004	09/02/2020	-\$332,378.99	Delivery / Task Order		Released	09/02/2020
70CDCR19D00000003,	70CDCR19FR0000013		02/01/2019	\$3,495,710.68	Delivery / Task Order		Released	02/19/2019
70CDCR19D00000003,	70CDCR19FR0000013	P00001	04/16/2019	\$1,720,646.90	Delivery / Task Order		Released	04/16/2019
70CDCR19D00000003,	70CDCR19FR0000013	P00002	05/09/2019	\$1,328,864.90	Delivery / Task Order		Released	05/09/2019
70CDCR19D00000003,	70CDCR19FR0000013	P00003	05/28/2019	\$9,108,963.80	Delivery / Task Order		Released	05/28/2019
70CDCR19D00000003,	70CDCR19FR0000013	P00004	09/12/2019	\$777,981.40	Delivery / Task Order		Released	09/12/2019
70CDCR19D00000003,	70CDCR19FR0000013	P00005	10/28/2019	\$3,702,956.25	Delivery / Task Order		Released	10/28/2019
70CDCR19D00000003,	70CDCR19FR0000013	P00006	12/12/2019	\$0.00	Delivery / Task Order		Released	12/12/2019
70CDCR19D00000003,	70CDCR19FR0000013	P00007	03/03/2020	-\$316,688.09	Delivery / Task Order		Released	03/04/2020
70CDCR19D00000005			03/15/2019	\$0.00		Firm-fixed-price	Released	03/18/2019
70CDCR19D00000005		P00001	03/19/2019	\$0.00		Firm-fixed-price	Released	03/19/2019
70CDCR19D00000005		P00002	03/26/2019	\$0.00		Firm-fixed-price	Released	03/26/2019
70CDCR19D00000005		P00003	05/14/2019	\$0.00		Firm-fixed-price	Released	05/16/2019
70CDCR19D00000005		P00004	05/29/2019	\$0.00		Firm-fixed-price	Released	05/29/2019
70CDCR19D00000005		P00005	05/29/2019	\$0.00		Firm-fixed-price	Released	05/29/2019
70CDCR19D00000005		P00006	07/11/2019	\$0.00		Firm-fixed-price	Released	07/11/2019
70CDCR19D00000005		P00007	08/15/2019	\$0.00		Firm-fixed-price	Released	08/15/2019
70CDCR19D00000005		P00008	09/10/2019	\$0.00		Firm-fixed-price	Released	09/17/2019
70CDCR19D00000005		P00009	09/18/2019	\$0.00		Firm-fixed-price	Released	09/19/2019
70CDCR19D00000005		P00010	10/18/2019	\$0.00		Firm-fixed-price	Released	10/18/2019
70CDCR19D00000005		P00011	12/17/2019	\$0.00		Firm-fixed-price	Released	12/17/2019

Requested by:

Contract#	Order#	Version#	Award Date	Obligated Amount	Simplified Acquisitions	Contract Type	Status	Release Date
70CDCR19D00000005		P00012	01/17/2020	\$0.00		Firm-fixed-price	Released	02/07/2020
70CDCR19D00000005		P00013	03/17/2020	\$0.00		Firm-fixed-price	Released	03/17/2020
70CDCR19D00000005		P00014	04/28/2020	\$0.00		Firm-fixed-price	Released	04/28/2020
70CDCR19D00000005	70CDCR19FR0000026		03/18/2019	\$3,372,076.56	Delivery / Task Order		Released	03/18/2019
70CDCR19D00000005	70CDCR19FR0000026	P00001	05/14/2019	\$3,281,059.96	Delivery / Task Order		Released	05/14/2019
70CDCR19D00000005	70CDCR19FR0000026	P00002	05/29/2019	\$20,045,193.13	Delivery / Task Order		Released	06/03/2019
70CDCR19D00000005	70CDCR19FR0000026	P00003	09/20/2019	\$347,200.00	Delivery / Task Order		Released	09/20/2019
70CDCR19D00000005	70CDCR19FR0000026	P00004	10/18/2019	\$6,762,356.60	Delivery / Task Order		Released	10/18/2019
70CDCR19D00000005	70CDCR19FR0000026	P00005	12/17/2019	\$399,990.46	Delivery / Task Order		Released	12/17/2019
70CDCR19D00000005	70CDCR19FR0000026	P00006	02/12/2020	\$3,260,296.89	Delivery / Task Order		Released	02/18/2020
70CDCR19D00000005	70CDCR19FR0000026	P00007	02/18/2020	\$0.00	Delivery / Task Order		Released	02/18/2020
70CDCR19D00000005	70CDCR19FR0000026	P00008	03/20/2020	\$2,676,362.50	Delivery / Task Order		Released	03/20/2020
70CDCR19D00000005	70CDCR19FR0000026	P00009	08/19/2020	-\$1,023,581.81	Delivery / Task Order		Released	08/24/2020
70CDCR19D00000005	70CDCR20FR0000019		03/18/2020	\$10,342,193.50	Delivery / Task Order		Released	03/18/2020
70CDCR19D00000005	70CDCR20FR0000019	P00001	05/07/2020	\$5,673,505.51	Delivery / Task Order		Released	05/07/2020
70CDCR20D00000007			12/19/2019	\$0.00		Firm-fixed-price	Released	12/20/2019
70CDCR20D00000007		P00001	01/13/2020	\$0.00		Firm-fixed-price	Released	01/14/2020
70CDCR20D00000007		P00002	03/31/2020	\$0.00		Firm-fixed-price	Released	03/31/2020
70CDCR20D00000007		P00003	06/03/2020	\$0.00		Firm-fixed-price	Released	06/03/2020
70CDCR20D00000007		P00004	06/10/2020	\$0.00		Firm-fixed-price	Released	06/10/2020
70CDCR20D00000007	70CDCR20FR0000012		12/20/2019	\$6,761,763.84	Delivery / Task Order		Released	01/02/2020
70CDCR20D00000007	70CDCR20FR0000012	P00001	01/17/2020	\$12,726,300.00	Delivery / Task Order		Released	01/17/2020
70CDCR20D00000007	70CDCR20FR0000012	P00002	03/31/2020	\$10,689,509.64	Delivery / Task Order		Released	03/31/2020
70CDCR20D00000007	70CDCR20FR0000012	P00003	06/03/2020	\$18,112,446.15	Delivery / Task Order		Released	06/03/2020
70CDCR20D00000007	70CDCR20FR0000012	P00004	08/05/2020	\$4,275,883.74	Delivery / Task Order		Released	08/05/2020
70CDCR20D00000013			07/31/2020	\$0.00		Indefinite-quantity	Released	07/31/2020
70CDCR20D00000013	70CDCR20FR0000051		07/31/2020	\$1,984,635.16	Delivery / Task Order		Released	07/31/2020
70CDCR20D00000013	70CDCR20FR0000051	P00001	08/05/2020	\$3,244,400.00	Delivery / Task Order		Released	08/05/2020
70CDCR20D00000013	70CDCR20FR0000051	P00002	08/25/2020	\$404,896.59	Delivery / Task Order		Released	08/26/2020
70CDCR20D00000014			08/13/2020	\$0.00		Firm-fixed-price	Released	08/13/2020
70CDCR20D00000014	70CDCR20FR0000059		08/14/2020	\$8,766,072.30	Delivery / Task Order		Released	08/14/2020
HSCEDM-09-D-00007		P00029	04/06/2017	\$0.00		Requirements	Released	04/07/2017
HSCEDM-09-D-00007		P00030	06/22/2017	\$0.00		Requirements	Released	06/22/2017
HSCEDM-09-D-00007		P00031	07/19/2017	\$0.00		Requirements	Released	07/19/2017
HSCEDM-09-D-00007		P00032	05/31/2018	\$0.00		Requirements	Released	05/31/2018
HSCEDM-09-D-00007		P00033	06/01/2018	\$0.00		Requirements	Released	06/01/2018
HSCEDM-09-D-00007		P00034	06/07/2018	\$0.00		Requirements	Released	06/07/2018

Requested by:

Contract#	Order#	Version#	Award Date	Obligated Amount	Simplified Acquisitions	Contract Type	Status	Release Date
HSCEDM-09-D-00007		P00035	09/05/2018	\$0.00		Requirements	Released	09/05/2018
HSCEDM-09-D-00007		P00036	11/09/2018	\$0.00		Requirements	Released	11/09/2018
HSCEDM-09-D-00007		P00037	12/20/2018	\$0.00		Requirements	Released	01/23/2019
HSCEDM-09-D-00007		P00038	02/27/2019	\$0.00		Requirements	Released	02/28/2019
HSCEDM-09-D-00007		P00039	05/30/2019	\$0.00		Requirements	Released	06/03/2019
HSCEDM-09-D-00007	70CDCR18FR0000065		06/01/2018	\$6,700,607.65	Delivery / Task Order		Released	06/05/2018
HSCEDM-09-D-00007	70CDCR18FR0000065	P00001	07/25/2018	\$6,711,577.65	Delivery / Task Order		Released	07/25/2018
HSCEDM-09-D-00007	70CDCR18FR0000065	P00002	09/05/2018	\$3,339,903.48	Delivery / Task Order		Released	09/05/2018
HSCEDM-09-D-00007	70CDCR18FR0000065	P00003	09/24/2018	\$3,022,889.28	Delivery / Task Order		Released	09/24/2018
HSCEDM-09-D-00007	70CDCR18FR0000065	P00004	11/28/2018	\$4,732,042.36	Delivery / Task Order		Released	11/28/2018
HSCEDM-09-D-00007	70CDCR18FR0000065	P00005	12/21/2018	\$0.00	Delivery / Task Order		Released	01/23/2019
HSCEDM-09-D-00007	70CDCR18FR0000065	P00006	02/05/2019	\$218,400.00	Delivery / Task Order		Released	02/05/2019
HSCEDM-09-D-00007	70CDCR18FR0000065	P00007	02/07/2019	\$10,422,697.64	Delivery / Task Order		Released	02/11/2019
HSCEDM-09-D-00007	70CDCR18FR0000065	P00008	02/27/2019	\$0.00	Delivery / Task Order		Released	02/28/2019
HSCEDM-09-D-00007	70CDCR18FR0000065	P00009	09/13/2019	-\$1,212,296.28	Delivery / Task Order		Released	09/16/2019
HSCEDM-09-D-00007	70CDCR18FR0000065	P00010	12/06/2019	\$773,710.90	Delivery / Task Order		Released	02/07/2020
HSCEDM-09-D-00007	HSCEDM-17-J-00020	P00013	02/28/2020	-\$5,486.00	Delivery / Task Order		Released	02/28/2020
HSCEDM-17-A-00001	70CDCR18FC0000001		01/09/2018	\$1,134,579.26	BPA Call		Released	01/09/2018
HSCEDM-17-A-00001	70CDCR18FC0000001	P00001	02/06/2018	\$1,814,275.56	BPA Call		Released	02/08/2018
HSCEDM-17-A-00001	70CDCR18FC0000001	P00002	05/18/2018	\$1,172,270.00	BPA Call		Released	05/18/2018
HSCEDM-17-A-00001	70CDCR18FC0000001	P00003	06/07/2018	-\$1,172,270.00	BPA Call		Released	06/07/2018
HSCEDM-17-A-00001	70CDCR18FC0000001	P00004	06/13/2019	-\$1,177,909.32	BPA Call		Released	07/01/2019
HSCEDM-17-A-00001	HSCEDM-17-J-00003	P00005	02/27/2017	\$1,076,318.30	BPA Call		Released	03/10/2017
HSCEDM-17-A-00001	HSCEDM-17-J-00003	P00006	05/11/2017	\$0.00	BPA Call		Released	05/17/2017
HSCEDM-17-A-00001	HSCEDM-17-J-00003	P00007	08/15/2017	-\$1,518,027.94	BPA Call		Released	09/08/2017
HSCEDM-17-A-00001	HSCEDM-17-J-00003	P00008	09/27/2017	\$351,056.48	BPA Call		Released	09/27/2017
HSCEDM-17-A-00001	HSCEDM-17-J-00003	P00009	10/31/2017	\$175,000.60	BPA Call		Released	10/31/2017
HSCEDM-17-A-00001	HSCEDM-17-J-00003	P00010	11/15/2017	\$105,703.88	BPA Call		Released	11/15/2017
HSCEDM-17-A-00001	HSCEDM-17-J-00003	P00011	12/30/2017	-\$7,528.48	BPA Call		Released	01/11/2018
HSCEDM-17-D-00001		P00001	02/13/2017	\$0.00		Firm-fixed-price	Released	02/13/2017
HSCEDM-17-D-00001		P00002	03/02/2017	\$0.00		Firm-fixed-price	Released	03/02/2017
HSCEDM-17-D-00001		P00003	10/03/2017	\$0.00		Firm-fixed-price	Released	10/03/2017
HSCEDM-17-D-00001		P00004	03/23/2018	\$0.00		Firm-fixed-price	Released	03/23/2018
HSCEDM-17-D-00001		P00005	09/27/2018	\$0.00		Firm-fixed-price	Released	09/28/2018
HSCEDM-17-D-00001		P00006	09/28/2018	\$0.00		Firm-fixed-price	Released	09/28/2018
HSCEDM-17-D-00001		P00007	10/04/2018	\$0.00		Firm-fixed-price	Released	10/12/2018
HSCEDM-17-D-00001		P00008	03/19/2019	\$0.00		Firm-fixed-price	Released	03/28/2019

Requested by:

Contract#	Order#	Version#	Award Date	Obligated Amount	Simplified Acquisitions	Contract Type	Status	Release Date
HSCEDM-17-D-00001		P00009	05/10/2019	\$0.00		Firm-fixed-price	Released	05/22/2019
HSCEDM-17-D-00001		P00010	06/14/2019	\$0.00		Firm-fixed-price	Released	06/20/2019
HSCEDM-17-D-00001		P00011	02/03/2020	\$0.00		Firm-fixed-price	Released	02/04/2020
HSCEDM-17-D-00001	70CDCR18FR0000017		12/21/2017	\$755,967.00	Delivery / Task Order		Released	12/22/2017
HSCEDM-17-D-00001	70CDCR18FR0000017	P00001	01/31/2018	\$755,967.00	Delivery / Task Order		Released	01/31/2018
HSCEDM-17-D-00001	70CDCR18FR0000017	P00002	02/01/2018	\$0.00	Delivery / Task Order		Released	02/01/2018
HSCEDM-17-D-00001	70CDCR18FR0000017	P00003	02/28/2018	\$1,049,920.60	Delivery / Task Order		Released	02/28/2018
HSCEDM-17-D-00001	70CDCR18FR0000017	P00004	04/05/2018	\$714,917.64	Delivery / Task Order		Released	04/05/2018
HSCEDM-17-D-00001	70CDCR18FR0000017	P00005	05/10/2018	\$2,691,928.96	Delivery / Task Order		Released	05/10/2018
HSCEDM-17-D-00001	70CDCR18FR0000017	P00006	09/28/2018	\$1,887,861.03	Delivery / Task Order		Released	09/28/2018
HSCEDM-17-D-00001	70CDCR18FR0000017	P00007	09/29/2018	\$562,973.38	Delivery / Task Order		Released	09/29/2018
HSCEDM-17-D-00001	70CDCR18FR0000017	P00008	10/24/2018	\$200,000.00	Delivery / Task Order		Released	10/30/2018
HSCEDM-17-D-00001	70CDCR18FR0000017	P00009	01/30/2019	\$1,498,593.46	Delivery / Task Order		Released	01/30/2019
HSCEDM-17-D-00001	70CDCR18FR0000017	P00010	03/29/2019	\$706,860.00	Delivery / Task Order		Released	03/29/2019
HSCEDM-17-D-00001	70CDCR18FR0000017	P00011	04/23/2019	\$239,999.72	Delivery / Task Order		Released	04/26/2019
HSCEDM-17-D-00001	70CDCR18FR0000017	P00012	06/11/2019	\$3,743,933.08	Delivery / Task Order		Released	06/11/2019
HSCEDM-17-D-00001	70CDCR18FR0000017	P00013	10/29/2019	\$2,067,497.52	Delivery / Task Order		Released	10/30/2019
HSCEDM-17-D-00001	70CDCR18FR0000017	P00014	12/16/2019	\$1,154,967.68	Delivery / Task Order		Released	12/18/2019
HSCEDM-17-D-00001	HSCEDM-17-J-00006	P00002	02/22/2017	\$3,904,990.68	Delivery / Task Order		Released	02/22/2017
HSCEDM-17-D-00001	HSCEDM-17-J-00006	P00003	06/16/2017	\$0.00	Delivery / Task Order		Released	06/16/2017
HSCEDM-17-D-00001	HSCEDM-17-J-00006	P00004	07/11/2017	-\$3,000,000.00	Delivery / Task Order		Released	07/11/2017
HSCEDM-17-D-00001	HSCEDM-17-J-00006	P00005	07/14/2017	\$171,600.00	Delivery / Task Order		Released	07/14/2017
HSCEDM-17-D-00001	HSCEDM-17-J-00006	P00006	08/21/2017	\$249,952.34	Delivery / Task Order		Released	08/21/2017
HSCEDM-17-D-00001	HSCEDM-17-J-00006	P00007	10/30/2017	\$459,365.20	Delivery / Task Order		Released	10/30/2017
HSCEDM-17-D-00001	HSCEDM-17-J-00006	P00008	11/07/2017	\$818,842.42	Delivery / Task Order		Released	11/07/2017
HSCEDM-17-D-00001	HSCEDM-17-J-00006	P00009	09/21/2018	-\$79,609.07	Delivery / Task Order		Released	09/21/2018
HSCEDM-17-P-00025			02/22/2017	\$2,967.30	Purchase Order		Released	02/22/2017
ODT-10-C-0001,	70CDCR18FIGR00235		05/16/2018	\$108,663.75	Delivery / Task Order		Released	05/17/2018
ODT-10-C-0001,	70CDCR18FIGR00235	P00001	10/24/2018	\$120,417.70	Delivery / Task Order		Released	10/25/2018
ODT-10-C-0001,	70CDCR18FIGR00235	P00002	02/12/2020	-\$86,920.88	Delivery / Task Order		Released	02/20/2020
ODT-10-C-0001,	70CDCR19FIGR00226		05/29/2019	\$99,939.84	Delivery / Task Order		Released	05/29/2019
ODT-10-C-0001,	70CDCR19FIGR00226	P00001	10/25/2019	\$27,525.78	Delivery / Task Order		Released	11/01/2019
ODT-10-C-0001,	70CDCR19FIGR00226	P00002	08/07/2020	-\$33,251.31	Delivery / Task Order		Released	08/07/2020
ODT-10-C-0001,	70CDCR20FIGR00193		04/28/2020	\$58,771.26	Delivery / Task Order		Released	04/30/2020
ODT-10-C-0001,	HSCEDM-17-F-IG174		05/23/2017	\$229,400.18	Delivery / Task Order		Released	05/24/2017
ODT-10-C-0001,	HSCEDM-17-F-IG174	P00002	12/07/2017	\$0.00	Delivery / Task Order		Released	12/07/2017
ODT-10-C-0001,	HSCEDM-17-F-IG174	P00003	09/06/2018	-\$73,481.38	Delivery / Task Order		Released	09/06/2018

Requested by:

Contract#	Order#	Version#	Award Date	Obligated Amount	Simplified Acquisitions	Contract Type	Status	Release Date
ODT-10-C-0001,	HSCEDM-17-F-IG174	P00004	02/06/2019	\$2,605.96	Delivery / Task Order		Released	02/06/2019
ODT-10-C-0001,	HSCEDM-17-F-IG174	P00005	04/15/2019	\$0.00	Delivery / Task Order		Released	04/16/2019
ODT-5-C-0003	70CDCR19FR0000042		05/17/2019	\$19,673,866.08	Delivery / Task Order		Released	05/17/2019
ODT-5-C-0003	70CDCR19FR0000042	P00001	09/23/2019	\$10,277,565.94	Delivery / Task Order		Released	09/23/2019
ODT-5-C-0003	70CDCR19FR0000042	P00002	10/29/2019	\$10,547.22	Delivery / Task Order		Released	10/30/2019
ODT-5-C-0003	70CDCR19FR0000042	P00003	12/06/2019	\$3,341,916.14	Delivery / Task Order		Released	12/06/2019
ODT-5-C-0003	70CDCR19FR0000042	P00004	03/02/2020	-\$5,754,545.28	Delivery / Task Order		Released	03/02/2020
ODT-5-C-0010	70CDCR18FR0000059		06/27/2018	\$1,409,351.26	Delivery / Task Order		Released	06/27/2018
ODT-5-C-0010	70CDCR18FR0000059	P00001	09/19/2018	\$1,400,799.26	Delivery / Task Order		Released	09/19/2018
ODT-5-C-0010	70CDCR18FR0000059	P00002	11/06/2018	\$4,377,297.09	Delivery / Task Order		Released	02/13/2019
ODT-5-C-0010	70CDCR18FR0000059	P00003	03/26/2019	\$4,668,503.00	Delivery / Task Order		Released	03/26/2019
ODT-5-C-0010	70CDCR18FR0000059	P00004	04/22/2019	\$1,440,000.00	Delivery / Task Order		Released	04/22/2019
ODT-5-C-0010	70CDCR18FR0000059	P00005	05/21/2019	\$3,784,500.00	Delivery / Task Order		Released	05/21/2019
ODT-5-C-0010	70CDCR18FR0000059	P00006	01/08/2020	-\$211,381.68	Delivery / Task Order		Released	02/06/2020
ODT-5-C-0010	70CDCR19FIGR00265		07/02/2019	\$2,879,775.07	Delivery / Task Order		Released	07/03/2019
ODT-5-C-0010	70CDCR19FIGR00265	P00001	09/17/2019	\$1,442,563.63	Delivery / Task Order		Released	09/18/2019
ODT-5-C-0010	70CDCR19FIGR00265	P00002	01/28/2020	\$2,999,570.07	Delivery / Task Order		Released	01/28/2020
ODT-5-C-0010	70CDCR19FIGR00265	P00003	02/13/2020	\$8,393,824.16	Delivery / Task Order		Released	02/14/2020
ODT-5-C-0010	70CDCR19FIGR00265	P00004	03/25/2020	\$1,298,059.92	Delivery / Task Order		Released	05/29/2020
ODT-5-C-0010	70CDCR20FIGR00217		05/05/2020	\$2,887,252.23	Delivery / Task Order		Released	06/03/2020
ODT-5-C-0010	HSCEDM-17-F-00066		08/28/2017	\$1,293,400.00	Delivery / Task Order		Released	08/29/2017
ODT-5-C-0010	HSCEDM-17-F-00066	P00001	10/16/2017	\$0.00	Delivery / Task Order		Released	10/16/2017
ODT-5-C-0010	HSCEDM-17-F-00066	P00002	10/20/2017	\$1,960,298.99	Delivery / Task Order		Released	10/23/2017
ODT-5-C-0010	HSCEDM-17-F-00066	P00003	11/14/2017	\$1,960,298.99	Delivery / Task Order		Released	11/14/2017
ODT-5-C-0010	HSCEDM-17-F-00066	P00004	12/18/2017	\$1,671,396.00	Delivery / Task Order		Released	12/18/2017
ODT-5-C-0010	HSCEDM-17-F-00066	P00005	02/07/2018	\$1,918,100.00	Delivery / Task Order		Released	02/07/2018
ODT-5-C-0010	HSCEDM-17-F-00066	P00006	03/05/2018	\$2,466,633.00	Delivery / Task Order		Released	03/05/2018
ODT-5-C-0010	HSCEDM-17-F-00066	P00007	04/04/2018	\$1,421,666.00	Delivery / Task Order		Released	04/04/2018
ODT-5-C-0010	HSCEDM-17-F-00066	P00008	05/11/2018	\$4,243,746.76	Delivery / Task Order		Released	05/11/2018
ODT-5-C-0010	HSCEDM-17-F-00066	P00009	01/08/2020	-\$244,557.64	Delivery / Task Order		Released	02/06/2020
ODT-5-C-0010/		P00040	08/16/2017	\$0.00		Firm-fixed-price	Released	08/17/2017
ODT-5-C-0010/		P00041	10/10/2017	\$0.00		Firm-fixed-price	Released	10/10/2017
ODT-5-C-0010/		P00042	06/05/2018	\$0.00		Firm-fixed-price	Released	06/05/2018
ODT-5-C-0010/		P00045	08/29/2019	\$0.00		Firm-fixed-price	Released	08/29/2019
ODT-5-C-0010/		P00046	12/31/2019	\$0.00		Firm-fixed-price	Released	01/02/2020
ODT-5-C-0010/		P00047	05/07/2020	\$0.00		Firm-fixed-price	Released	08/05/2020
ODT-5-C-0010/		P00048	08/06/2020	\$0.00		Firm-fixed-price	Released	08/06/2020

AWARDED ACTIONS FOR ALL VENDORS

From: 01/01/2000

To: 09/04/2020

Report Date: 09/04/2020

Requested by:

Contract#	Order#	Version#	Award Date	Obligated Amount	Simplified Acquisitions	Contract Type	Status	Release Dat
ODT-8-C-0001	70CDCR20FIGR00131		03/18/2020	\$1,702,912.36	Delivery / Task Order		Released	03/18/2020
ODT-8-C-0001	70CDCR20FIGR00131	P00001	04/29/2020	\$2,175,626.40	Delivery / Task Order		Released	04/29/2020
ODT-8-C-0002	70CDCR18FIGR00009		10/31/2017	\$313,506.10	Delivery / Task Order		Released	10/31/2017
ODT-8-C-0002	70CDCR18FIGR00009	P00001	12/20/2017	-\$313,506.10	Delivery / Task Order		Released	12/28/2017
ODT-9-C-0001	70CDCR18FR0000058		05/25/2018	\$7,036,580.10	Delivery / Task Order		Released	05/25/2018
ODT-9-C-0001	70CDCR18FR0000058	P00001	09/13/2018	\$2,056,569.56	Delivery / Task Order		Released	09/13/2018
ODT-9-C-0001	70CDCR18FR0000058	P00002	09/21/2018	\$1,868,361.74	Delivery / Task Order		Released	09/21/2018
ODT-9-C-0001	70CDCR18FR0000058	P00003	02/13/2019	\$1,508,473.31	Delivery / Task Order		Released	02/13/2019
ODT-9-C-0001	70CDCR18FR0000058	P00004	03/21/2019	\$1,969,998.46	Delivery / Task Order		Released	03/21/2019
ODT-9-C-0001	70CDCR18FR0000058	P00005	04/19/2019	\$1,429,997.17	Delivery / Task Order		Released	04/19/2019
ODT-9-C-0001	70CDCR18FR0000058	P00006	06/06/2019	\$999,952.42	Delivery / Task Order		Released	06/06/2019
ODT-9-C-0001	70CDCR18FR0000058	P00007	09/05/2019	-\$1,189,197.55	Delivery / Task Order		Released	09/05/2019
ODT-9-C-0001	70CDCR19FR0000053		06/25/2019	\$4,634,930.65	Delivery / Task Order		Released	06/25/2019
ODT-9-C-0001	70CDCR19FR0000053	P00001	09/23/2019	\$1,624,729.68	Delivery / Task Order		Released	09/23/2019
ODT-9-C-0001	70CDCR19FR0000053	P00002	11/21/2019	\$2,024,100.72	Delivery / Task Order		Released	11/21/2019
ODT-9-C-0001	70CDCR19FR0000053	P00003	08/11/2020	-\$1,181,623.95	Delivery / Task Order		Released	08/11/2020
ODT-9-C-0001	70CDCR20FR0000033		06/10/2020	\$1,425,157.20	Delivery / Task Order		Released	06/10/2020
199 Actions for Vendor 1597341510000 CoreCivic, Inc.				\$318,137,499.53				
ICE DCR Site Totals:		199		\$318,137,499.53				
Grand Totals:		199		\$318,137,499.53				

2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192119FNLOAK15043	5. PROJECT NO. (If applicable)
6. ISSUED BY	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6)	CODE
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(x)	9A. AMENDMENT OF SOLICITATION NO.
LASALLE ECONOMIC DEVELOPMENT DISTRICT ATTN (b)(6); (b)(7)(C) PO BOX 1889 JENA LA 71342		
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0015 70CDCR18FIGR00003
		10B. DATED (SEE ITEM 13) 10/24/2017
CODE (b)(7)(E)		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 Decrease: (b)(4)
 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) Pursuant to DROIGSA-07-0015

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: 605465678
 Contracting Officer's Representative (COR): (b)(6); (b)(7)(C)@ice.dhs.gov
 Contracting Officer: (b)(6); (b)(7)(C)@ice.dhs.gov
 Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to de-obligate excess funds and closeout this contract for the performance period 11/01/2017-10/31/2018. The parties agree as follows:

- 1) All services/supplies have been received, inspected and accepted by the Government.
 - 2) The Contractor releases the Government from any and all liability under this contract
- Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>for further equitable and/or price adjustments including, but not limited to, claims and causes of action for the recovery of direct costs, indirect costs, delay costs, disruption costs, profit, interest, attorney's fees, damages, etc.)</p> <p>3) The Government agrees that all obligations under the contract are concluded. The amount of order is decreased as follows:</p> <p>From: \$39,459,404.80 By: \$ 45,485.20 To: \$39,413,919.60</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to this Task Order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this Task Order. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted.</p> <p>Delivery: 30 Days After Award Discount Terms: (b)(4)</p> <p>Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536</p> <p>Period of Performance: 11/01/2017 to 10/31/2018</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0015/70CDCR18FIGR00003/P00010

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>DETENTION & CARE OF PERSONS DETAINED AT A DAILY RATE OF (b)(4)</p> <p>Amount is decreased as follows:</p> <p>From: (b)(4)</p> <p>By:</p> <p>To:</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p>				(b)(4)
0006	<p>Change Item 0006 to read as follows (amount shown is the obligated amount):</p> <p>TRANSPORTATION/GUARD SERVICE FOR DETENTION</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0015/70CDCR18FIGR00003/P00010

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0009	<p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 0009 to read as follows (amount shown is the obligated amount):</p> <p>CLIN 0003 - Transportation/Guard Service CLIN is decreased as follows:</p> <p>From: (b)(4) By: To:</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>All other contract terms and conditions remain the same.</p>				(b)(4)

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192118FNLOAK15003.1	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6)
CODE ICE/DCR ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6): WASHINGTON DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LASALLE ECONOMIC DEVELOPMENT DISTRICT ATTN (b)(6); (b)(7)(C) PO BOX 1889 JENA LA 71342	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0015 70CDCR18FIGR00003 10B. DATED (SEE ITEM 13) 10/24/2017
CODE (b)(7)(E) 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: (b)(4)
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) Pursuant to DROIGSA-07-0015

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: 605465678
 Contracting Officer's Representative (COR): (b)(6); (b)(7)(C)@ice.dhs.gov
 Contracting Officer: (b)(6); (b)(7)(C)@ice.dhs.gov
 Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to obligate funding as identified on the following page(s). The Authorized period of performance is 11/01/2017 - 10/31/2018.

Funds are increased as follows:
 Bed Days: (b)(4)
 Transportation: (b)(4)
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED (b)(6); (b)(7)(C)
(Signature of person authorized to sign)	(Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0015/70CDCR18FIGR00003/P00001

PAGE OF
2 25

NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total: (b)(4) Total Obligated funding increased as follows: From: (b)(4) By: To: Exempt Action: Y Sensitive Award: PII Discount Terms: (b)(4) FOB: Destination Period of Performance: 11/01/2017 to 10/31/2018 Add Item 0004 as follows:				
0004	INCREASE FUNDS FOR DETENTION & CARE OF PERSONS DETAINED AT A DAILY RATE OF (b)(4) /DY FOR THE FIRST (b)(4) BEDS. TASK ORDER 70CDCR-18-F-IGR00003 POP 11/1/17 - 10/31/18. FUNDED THROUGH 12/31/17 COR - (b)(6); (b)(7)(C) ACOR - (b)(6); (b)(7)(C) Accounting Info: (b)(7)(E) Funded: (b)(4) Add Item 0005 as follows:				(b)(4)
0005	INCREASE FUNDS FOR DETENTION & CARE OF PERSONS AT A DAILY RATE OF (b)(4) /DY FOR BEDS ABOVE (b)(4) POP 11/01/2017 - 10/31/2018 FUNDED THRU 12/31/2017 Accounting Info: (b)(7)(E) Funded: (b)(4) Add Item 0006 as follows:				(b)(4)
0006	INCREASE FUNDS FOR TRANSPORTATION/GUARD SERVICE FOR DETENTION CONTRACT DROIGSA-07-0015, LASALLE Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0015/70CDCR18FIGR00003/P00001

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DETENTION CENTER. POP 11/1/2017 - 10/31/2018 FUNDED THRU 12/31/2017</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>All other contract terms and conditions remain the same.</p>				

2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192118FNLOAK15003.2	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE ICE/DCR		7. ADMINISTERED BY (If other than Item 6) CODE	
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LASALLE ECONOMIC DEVELOPMENT DISTRICT ATTN (b)(6); (b)(7)(C) PO BOX 1889 JENA LA 71342	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0015 70CDCR18FIGR00003
CODE (b)(7)(E)		10B. DATED (SEE ITEM 13) 10/24/2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)
See 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) Pursuant to DROIGSA-07-0015

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: 605465678
Contracting Officer's Representative (COR): (b)(6); (b)(7)(C)@ice.dhs.gov
Contracting Officer: (b)(6); (b)(7)(C)@ice.dhs.gov
Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to obligate funding as identified on the following page(s). The Authorized period of performance is 11/01/2017 - 10/31/2018.

Total Obligated funding increased as follows:
From: \$6,293,278.64
By: \$2,988,888.18
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	(b)(6); (b)(7)(C) (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0015/70CDCR18FIGR00003/P00002

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>To: \$9,282,166.82 Exempt Action: Y Sensitive Award: PII Delivery: 30 Days After Award Discount Terms: (b)(4) Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536 Accounting Info: (b)(7)(E) FOB: Destination Period of Performance: 11/01/2017 to 10/31/2018 Add Item 0007 as follows:</p>				
0007	<p>INCREASE FUNDS FOR DETENTION & CARE OF PERSONS DETAINED AT A DAILY RATE OF (b)(4) /DY FOR THE FIRST (b)(4) BEDS. TASK ORDER 70CDCR-18-F-IGR00003 POP 11/1/17 - 10/31/18. FUNDED THROUGH 1/31/2018 COR - (b)(6); (b)(7)(C) ACOR - (b)(6); (b)(7)(C) All other contract terms and conditions remain the same.</p>				(b)(4)

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 10/24/2017		2. CONTRACT NO. (If any) DROIGSA-07-0015		6. SHIP TO: a. NAME OF CONSIGNEE ICE ENFORCEMENT REMOVAL	
3. ORDER NO. 70CDCR18FIGR00003		4. REQUISITION/REFERENCE NO. 192118FNLOAK15003		b. STREET ADDRESS IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6);	
5. ISSUING OFFICE (Address correspondence to) ICE/DETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536		c. CITY WASHINGTON		d. STATE DC	e. ZIP CODE 20536
7. TO: (b)(6); (b)(7)(C)		f. SHIP VIA		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
a. NAME OF CONTRACTOR LASALLE ECONOMIC DEVELOPMENT DISTRICT		b. COMPANY NAME		REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS PO BOX 1889		d. CITY JENA		e. STATE LA	f. ZIP CODE 71342
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE ICE ENFORCEMENT REMOVAL			

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 <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT Destination	
13. PLACE OF a. INSPECTION Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award	
b. ACCEPTANCE Destination				16. DISCOUNT TERMS (b)(4)	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 605465678 Contracting Officer's Representative (COR): (b)(6); (b)(7)(C)@ice.dhs.gov Contracting Officer: (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)@ice.dhs.gov Contract Specialist: (b)(6); (b)(7)(C) Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO: a. NAME DHS ICE b. STREET ADDRESS (or P.O. Box) BURLINGTON FINANCE CENTER PO BOX 1620 ATTN ICE-ERO-FOD-FNL c. CITY WILLISTON						
SEE BILLING INSTRUCTIONS ON REVERSE		d. STATE VT		e. ZIP CODE 05495-1620		17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) (b)(6); (b)(7)(C)		23. NAME (Typed) (b)(6); (b)(7)(C) TITLE: CONTRACTING/ORDERING OFFICER	
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER 10/24/2017	CONTRACT NO. DROIGSA-07-0015	ORDER NO. 70CDCR18FIGR00003
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(b)(6); (b)(7)(C) @ice.dhs.gov</p> <p>This a new task order for detention services under IGSA DROIGSA-07-0015. Updated Department of Labor Wage Determinations (2015-5197, Rev. 5 AND 2015-5175, Rev. 3) were incorporated into DROIGSA-07-0015 on 10/12/2017 and are hereby incorporated into this task order.</p> <p>Period of Performance: 11/01/2017 - 10/31/2018</p> <p>Facility: Jena LaSalle (LaSalle Economic Development)</p> <p>The following funds are obligated to this task order:</p> <ol style="list-style-type: none"> (b)(4) - Detainee Bed Days (b)(4) - Detainee Transportation <p>The total amount obligated is increased as follows: From: \$0.00 By: \$3,196,639.32 To: \$3,196,639.32 Exempt Action: Y Sensitive Award: PII Period of Performance: 11/01/2017 to 10/31/2018</p>					
0001	<p>ESTABLISH A NEW TASK ORDER FOR DETENTION & CARE OF PERSONS DETAINED AT A DAILY RATE OF (b)(4) DY FOR THE FIRST (b)(4) BEDS. DROIGSA-07-0015 POP 11/1/17 - 10/31/18. FUNDED THROUGH 11/15/17</p> <p>COR - (b)(4); (b)(6); ACOR - (b)(6); (b)(7)(C)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Continued ...</p>				(b)(4)	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))						(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 10/24/2017	CONTRACT NO. DROIGSA-07-0015	ORDER NO. 70CDCR18FIGR00003
-----------------------------	---------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0002	<p>ESTABLISH A NEW TASK ORDER FOR DETENTION & CARE OF PERSONS AT A DAILY RATE OF (b)(4)/DY FOR BEDS ABOVE (b)(4)</p> <p>POP 11/01/2017 - 10/31/2018 FUNDED THRU 11/15/2017</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p>				(b)(4)	
0003	<p>ESTABLISH A NEW TASK ORDER FOR TRANSPORTATION/GUARD SERVICE FOR DETENTION CONTRACT DROIGSA-07-0015, LASALLE DETENTION CENTER.</p> <p>POP 11/1/2017 - 10/31/2018 FUNDED THRU 11/15/2017</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Invoice Instructions: ICE - ERO Contracts</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows:</p> <p>a) Email:</p> <ul style="list-style-type: none"> (b)(7)(E)@ice.dhs.gov Contracting Officer Representative (COR) <p>Continued ...</p>				(b)(4)	

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 10/24/2017	CONTRACT NO. DROIGSA-07-0015	ORDER NO. 70CDCR18FIGR00003
-----------------------------	---------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>or Government Point of Contact (GPOC)</p> <ul style="list-style-type: none"> Contract Specialist/Contracting Officer <p>Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email.</p> <p>b) USPS:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 Williston, VT 05495-1620</p> <p>ATTN: ICE-ERO-FOD-FNL</p> <p>The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>c) Facsimile:</p> <p>Alternative Invoices shall be submitted to: (802)-288-7658</p> <p>Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages.</p> <p>Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice shall contain the following information in Continued ...</p>					

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 10/24/2017	CONTRACT NO. DROIGSA-07-0015	ORDER NO. 70CDCR18FIGR00003
-----------------------------	---------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>accordance with 52.212-4 (g), as applicable:</p> <p>(i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;</p> <p>(ii). Dunn and Bradstreet (D&B) DUNS Number;</p> <p>(iii). Invoice date and invoice number;</p> <p>(iv). Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p>(v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;</p> <p>(vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii). Terms of any discount for prompt payment offered;</p> <p>(viii). Remit to Address;</p> <p>(ix). Name, title, and phone number of person to resolve invoicing issues;</p> <p>(x). ICE program office designated on order/contract/agreement and</p> <p>(xi). Mark invoice as "Interim" (Ongoing performance and additional billing Continued ...</p>					

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 10/24/2017	CONTRACT NO. DROIGSA-07-0015	ORDER NO. 70CDCR18FIGR00003
-----------------------------	---------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>expected) and "Final" (performance complete and no additional billing)</p> <p>(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management.</p> <p>3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred. Details are as follows:</p> <p>(i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting documentation for all detention services provided during the invoice period which provides the information described below:</p> <p>a. Detention Bed Space Services</p> <ul style="list-style-type: none"> • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>(ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such as transportation services, Continued ...</p>					

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 10/24/2017	CONTRACT NO. DROIGSA-07-0015	ORDER NO. 70CDCR18FIGR00003
-----------------------------	---------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and shall be submitted in .pdf format:</p> <p>a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>b. Transportation Services: For transportation CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Mileage rate being applied for that invoice; • Number of miles; • Transportation routes provided; • Locations serviced; • Names of detainees transported; • Itemized listing of all other charges; <p>and,</p> <ul style="list-style-type: none"> • for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts. <p>c. Stationary Guard Services: The itemized monthly invoice shall state:</p> <ul style="list-style-type: none"> • The location where the guard services were provided, • The employee guard names and number of hours being billed, • The employee guard names and duration of the billing (times and dates), and • (4) for individual or detainee group <p>Continued ...</p>					

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 10/24/2017	CONTRACT NO. DROIGSA-07-0015	ORDER NO. 70CDCR18FIGR00003
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>escort services only, the name of the detainee(s) that was/were escorted.</p> <p>d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.):</p> <p>1) The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support.</p> <p>(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required:</p> <p>(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned Continued ...</p>					

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 10/24/2017	CONTRACT NO. DROIGSA-07-0015	ORDER NO. 70CDCR18FIGR00003
-----------------------------	---------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>to the contract.</p> <p>(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.</p> <p>(iii) Use shredders when discarding paper documents containing Sensitive PII.</p> <p>(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII.</p> <p>5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at (b)(6):(b)(7)(C) or by e-mail at (b)(7)(E)@ice.dhs.gov.</p> <p>The total amount of award: (b)(4) The obligation for this award is shown in box 17(i).</p>					

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

(b)(4)

WD 15-5175 (Rev.-3) was first posted on www.wdol.gov on 08/08/2017

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
---	--

Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5175 Revision No.: 3 Date Of Revision: 08/03/2017
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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Louisiana

Area: Louisiana Parishes of Grant, Rapides

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.21
01012 - Accounting Clerk II		14.83
01013 - Accounting Clerk III		16.59
01020 - Administrative Assistant		17.26
01035 - Court Reporter		14.53
01041 - Customer Service Representative I		9.83
01042 - Customer Service Representative II		11.05
01043 - Customer Service Representative III		12.06
01051 - Data Entry Operator I		11.78
01052 - Data Entry Operator II		12.86
01060 - Dispatcher, Motor Vehicle		15.20
01070 - Document Preparation Clerk		11.57
01090 - Duplicating Machine Operator		11.57
01111 - General Clerk I		11.06
01112 - General Clerk II		12.07
01113 - General Clerk III		13.56
01120 - Housing Referral Assistant		16.19
01141 - Messenger Courier		9.43
01191 - Order Clerk I		11.12
01192 - Order Clerk II		13.15
01261 - Personnel Assistant (Employment) I		13.78
01262 - Personnel Assistant (Employment) II		15.43
01263 - Personnel Assistant (Employment) III		17.69
01270 - Production Control Clerk		27.46
01290 - Rental Clerk		12.58
01300 - Scheduler, Maintenance		12.99
01311 - Secretary I		12.99
01312 - Secretary II		14.53
01313 - Secretary III		16.19

01320	- Service Order Dispatcher	18.30
01410	- Supply Technician	17.26
01420	- Survey Worker	13.81
01460	- Switchboard Operator/Receptionist	10.49
01531	- Travel Clerk I	11.27
01532	- Travel Clerk II	12.32
01533	- Travel Clerk III	13.28
01611	- Word Processor I	11.57
01612	- Word Processor II	12.99
01613	- Word Processor III	14.53
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.10
05010	- Automotive Electrician	17.86
05040	- Automotive Glass Installer	16.72
05070	- Automotive Worker	16.72
05110	- Mobile Equipment Servicer	14.63
05130	- Motor Equipment Metal Mechanic	19.00
05160	- Motor Equipment Metal Worker	17.23
05190	- Motor Vehicle Mechanic	19.00
05220	- Motor Vehicle Mechanic Helper	13.30
05250	- Motor Vehicle Upholstery Worker	15.77
05280	- Motor Vehicle Wrecker	16.72
05310	- Painter, Automotive	17.86
05340	- Radiator Repair Specialist	16.72
05370	- Tire Repairer	10.79
05400	- Transmission Repair Specialist	19.00
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.42
07041	- Cook I	9.57
07042	- Cook II	11.64
07070	- Dishwasher	8.78
07130	- Food Service Worker	8.81
07210	- Meat Cutter	14.05
07260	- Waiter/Waitress	8.72
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	15.16
09040	- Furniture Handler	10.77
09080	- Furniture Refinisher	15.16
09090	- Furniture Refinisher Helper	12.42
09110	- Furniture Repairer, Minor	14.73
09130	- Upholsterer	15.16
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	8.97
11060	- Elevator Operator	8.97
11090	- Gardener	12.83
11122	- Housekeeping Aide	9.55
11150	- Janitor	9.55
11210	- Laborer, Grounds Maintenance	10.73
11240	- Maid or Houseman	8.65
11260	- Pruner	9.01
11270	- Tractor Operator	11.87
11330	- Trail Maintenance Worker	10.73
11360	- Window Cleaner	11.38
12000	- Health Occupations	
12010	- Ambulance Driver	16.23
12011	- Breath Alcohol Technician	17.51
12012	- Certified Occupational Therapist Assistant	24.02
12015	- Certified Physical Therapist Assistant	21.43
12020	- Dental Assistant	14.90
12025	- Dental Hygienist	36.14
12030	- EKG Technician	24.16

12035	- Electroneurodiagnostic Technologist	24.16
12040	- Emergency Medical Technician	16.23
12071	- Licensed Practical Nurse I	15.65
12072	- Licensed Practical Nurse II	17.51
12073	- Licensed Practical Nurse III	19.51
12100	- Medical Assistant	13.28
12130	- Medical Laboratory Technician	14.84
12160	- Medical Record Clerk	14.20
12190	- Medical Record Technician	15.88
12195	- Medical Transcriptionist	14.65
12210	- Nuclear Medicine Technologist	38.47
12221	- Nursing Assistant I	9.49
12222	- Nursing Assistant II	10.67
12223	- Nursing Assistant III	11.64
12224	- Nursing Assistant IV	13.07
12235	- Optical Dispenser	15.54
12236	- Optical Technician	14.84
12250	- Pharmacy Technician	14.75
12280	- Phlebotomist	13.07
12305	- Radiologic Technologist	22.92
12311	- Registered Nurse I	23.07
12312	- Registered Nurse II	28.19
12313	- Registered Nurse II, Specialist	28.19
12314	- Registered Nurse III	34.11
12315	- Registered Nurse III, Anesthetist	34.11
12316	- Registered Nurse IV	40.88
12317	- Scheduler (Drug and Alcohol Testing)	21.68
12320	- Substance Abuse Treatment Counselor	18.19
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	15.48
13012	- Exhibits Specialist II	19.17
13013	- Exhibits Specialist III	23.46
13041	- Illustrator I	15.48
13042	- Illustrator II	19.17
13043	- Illustrator III	23.46
13047	- Librarian	21.24
13050	- Library Aide/Clerk	12.33
13054	- Library Information Technology Systems Administrator	19.17
13058	- Library Technician	15.48
13061	- Media Specialist I	13.84
13062	- Media Specialist II	15.48
13063	- Media Specialist III	17.26
13071	- Photographer I	13.84
13072	- Photographer II	15.48
13073	- Photographer III	19.31
13074	- Photographer IV	23.46
13075	- Photographer V	28.38
13090	- Technical Order Library Clerk	15.74
13110	- Video Teleconference Technician	13.84
14000	- Information Technology Occupations	
14041	- Computer Operator I	14.71
14042	- Computer Operator II	16.45
14043	- Computer Operator III	19.02
14044	- Computer Operator IV	21.11
14045	- Computer Operator V	23.44
14071	- Computer Programmer I	(see 1) 20.16
14072	- Computer Programmer II	(see 1) 26.93
14073	- Computer Programmer III	(see 1)
14074	- Computer Programmer IV	(see 1)
14101	- Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.71
14160 - Personal Computer Support Technician		21.11
14170 - System Support Specialist		24.34
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.34
15020 - Aircrew Training Devices Instructor (Rated)		35.50
15030 - Air Crew Training Devices Instructor (Pilot)		39.05
15050 - Computer Based Training Specialist / Instructor		29.34
15060 - Educational Technologist		22.25
15070 - Flight Instructor (Pilot)		39.05
15080 - Graphic Artist		19.28
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		39.05
15086 - Maintenance Test Pilot, Rotary Wing		39.05
15088 - Non-Maintenance Test/Co-Pilot		39.05
15090 - Technical Instructor		14.88
15095 - Technical Instructor/Course Developer		18.21
15110 - Test Proctor		12.55
15120 - Tutor		12.55
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.57
16030 - Counter Attendant		8.57
16040 - Dry Cleaner		10.18
16070 - Finisher, Flatwork, Machine		8.57
16090 - Presser, Hand		8.57
16110 - Presser, Machine, Drycleaning		8.57
16130 - Presser, Machine, Shirts		8.57
16160 - Presser, Machine, Wearing Apparel, Laundry		8.57
16190 - Sewing Machine Operator		10.77
16220 - Tailor		11.36
16250 - Washer, Machine		9.01
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		19.32
19040 - Tool And Die Maker		24.39
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		15.16
21030 - Material Coordinator		24.12
21040 - Material Expediter		24.12
21050 - Material Handling Laborer		11.27
21071 - Order Filler		10.22
21080 - Production Line Worker (Food Processing)		15.16
21110 - Shipping Packer		17.89
21130 - Shipping/Receiving Clerk		17.89
21140 - Store Worker I		10.90
21150 - Stock Clerk		16.85
21210 - Tools And Parts Attendant		15.16
21410 - Warehouse Specialist		15.16
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.56
23019 - Aircraft Logs and Records Technician		20.53
23021 - Aircraft Mechanic I		27.20
23022 - Aircraft Mechanic II		28.56
23023 - Aircraft Mechanic III		30.00
23040 - Aircraft Mechanic Helper		17.31
23050 - Aircraft, Painter		22.46
23060 - Aircraft Servicer		20.53
23070 - Aircraft Survival Flight Equipment Technician		22.46
23080 - Aircraft Worker		21.78
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		21.78

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.20
23110 - Appliance Mechanic	19.32
23120 - Bicycle Repairer	13.06
23125 - Cable Splicer	22.14
23130 - Carpenter, Maintenance	17.55
23140 - Carpet Layer	17.85
23160 - Electrician, Maintenance	23.09
23181 - Electronics Technician Maintenance I	26.00
23182 - Electronics Technician Maintenance II	28.23
23183 - Electronics Technician Maintenance III	30.77
23260 - Fabric Worker	16.41
23290 - Fire Alarm System Mechanic	20.63
23310 - Fire Extinguisher Repairer	14.85
23311 - Fuel Distribution System Mechanic	20.63
23312 - Fuel Distribution System Operator	15.94
23370 - General Maintenance Worker	14.45
23380 - Ground Support Equipment Mechanic	27.20
23381 - Ground Support Equipment Servicer	20.53
23382 - Ground Support Equipment Worker	21.78
23391 - Gunsmith I	14.85
23392 - Gunsmith II	17.85
23393 - Gunsmith III	20.63
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.51
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	20.49
23430 - Heavy Equipment Mechanic	20.93
23440 - Heavy Equipment Operator	17.75
23460 - Instrument Mechanic	20.63
23465 - Laboratory/Shelter Mechanic	19.32
23470 - Laborer	11.27
23510 - Locksmith	19.32
23530 - Machinery Maintenance Mechanic	17.89
23550 - Machinist, Maintenance	19.85
23580 - Maintenance Trades Helper	12.40
23591 - Metrology Technician I	20.63
23592 - Metrology Technician II	21.94
23593 - Metrology Technician III	23.22
23640 - Millwright	21.95
23710 - Office Appliance Repairer	18.98
23760 - Painter, Maintenance	16.79
23790 - Pipefitter, Maintenance	22.63
23810 - Plumber, Maintenance	21.41
23820 - Pneudraulic Systems Mechanic	20.63
23850 - Rigger	20.63
23870 - Scale Mechanic	17.85
23890 - Sheet-Metal Worker, Maintenance	21.34
23910 - Small Engine Mechanic	17.85
23931 - Telecommunications Mechanic I	20.16
23932 - Telecommunications Mechanic II	21.44
23950 - Telephone Lineman	20.63
23960 - Welder, Combination, Maintenance	19.31
23965 - Well Driller	20.63
23970 - Woodcraft Worker	20.63
23980 - Woodworker	15.21
24000 - Personal Needs Occupations	
24550 - Case Manager	15.60
24570 - Child Care Attendant	11.48
24580 - Child Care Center Clerk	13.66
24610 - Chore Aide	9.28

24620 - Family Readiness And Support Services Coordinator	15.60
24630 - Homemaker	15.60
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.63
25040 - Sewage Plant Operator	18.98
25070 - Stationary Engineer	20.63
25190 - Ventilation Equipment Tender	13.54
25210 - Water Treatment Plant Operator	18.98
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.31
27007 - Baggage Inspector	11.48
27038 - Corrections Officer	21.85
27010 - Court Security Officer	18.20
27030 - Detection Dog Handler	13.86
27040 - Detention Officer	21.85
27070 - Firefighter	14.63
27101 - Guard I	11.48
27102 - Guard II	13.86
27131 - Police Officer I	17.82
27132 - Police Officer II	19.80
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	10.29
28042 - Carnival Equipment Repairer	11.33
28043 - Carnival Worker	7.27
28210 - Gate Attendant/Gate Tender	13.41
28310 - Lifeguard	11.95
28350 - Park Attendant (Aide)	15.00
28510 - Recreation Aide/Health Facility Attendant	10.95
28515 - Recreation Specialist	14.96
28630 - Sports Official	11.95
28690 - Swimming Pool Operator	15.77
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.85
29020 - Hatch Tender	17.85
29030 - Line Handler	17.85
29041 - Stevedore I	16.41
29042 - Stevedore II	19.32
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	16.60
30022 - Archeological Technician II	18.58
30023 - Archeological Technician III	23.02
30030 - Cartographic Technician	23.02
30040 - Civil Engineering Technician	21.48
30051 - Cryogenic Technician I	21.81
30052 - Cryogenic Technician II	24.10
30061 - Drafter/CAD Operator I	16.60
30062 - Drafter/CAD Operator II	18.58
30063 - Drafter/CAD Operator III	20.71
30064 - Drafter/CAD Operator IV	25.48
30081 - Engineering Technician I	13.44
30082 - Engineering Technician II	15.24
30083 - Engineering Technician III	17.04
30084 - Engineering Technician IV	21.11
30085 - Engineering Technician V	25.83
30086 - Engineering Technician VI	31.43
30090 - Environmental Technician	21.11
30095 - Evidence Control Specialist	19.69

30210 - Laboratory Technician	20.71
30221 - Latent Fingerprint Technician I	21.81
30222 - Latent Fingerprint Technician II	24.10
30240 - Mathematical Technician	21.11
30361 - Paralegal/Legal Assistant I	17.98
30362 - Paralegal/Legal Assistant II	22.26
30363 - Paralegal/Legal Assistant III	27.24
30364 - Paralegal/Legal Assistant IV	32.96
30375 - Petroleum Supply Specialist	24.10
30390 - Photo-Optics Technician	23.02
30395 - Radiation Control Technician	24.10
30461 - Technical Writer I	21.11
30462 - Technical Writer II	25.83
30463 - Technical Writer III	31.25
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	21.81
30502 - Weather Forecaster II	26.53
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.71
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.11
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	11.34
31030 - Bus Driver	15.33
31043 - Driver Courier	13.59
31260 - Parking and Lot Attendant	7.99
31290 - Shuttle Bus Driver	13.87
31310 - Taxi Driver	11.76
31361 - Truckdriver, Light	13.87
31362 - Truckdriver, Medium	15.33
31363 - Truckdriver, Heavy	17.36
31364 - Truckdriver, Tractor-Trailer	17.36
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	8.78
99050 - Desk Clerk	9.29
99095 - Embalmer	23.85
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	10.98
99252 - Laboratory Animal Caretaker II	11.76
99260 - Marketing Analyst	20.92
99310 - Mortician	23.85
99410 - Pest Controller	15.09
99510 - Photofinishing Worker	12.53
99710 - Recycling Laborer	15.46
99711 - Recycling Specialist	16.26
99730 - Refuse Collector	13.28
99810 - Sales Clerk	11.67
99820 - School Crossing Guard	12.22
99830 - Survey Party Chief	17.31
99831 - Surveying Aide	10.68
99832 - Surveying Technician	15.74
99840 - Vending Machine Attendant	16.80
99841 - Vending Machine Repairer	19.94
99842 - Vending Machine Repairer Helper	16.80

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.406) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND 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 re-grading 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.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1)).

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | WASHINGTON D.C. 20210

Wage Determination No.: 2015-5197
 Daniel W. Simms Division of | Revision No.: 5
 Director Wage Determinations | Date Of Revision: 07/25/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Louisiana

Area: Louisiana Parishes of Allen, Avoyelles, Beauregard, Evangeline, La Salle, Natchitoches, Sabine, Vernon, Winn

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.41
01012 - Accounting Clerk II		14.79
01013 - Accounting Clerk III		16.55
01020 - Administrative Assistant		16.25
01035 - Court Reporter		13.66
01041 - Customer Service Representative I		10.70
01042 - Customer Service Representative II		12.04
01043 - Customer Service Representative III		13.14
01051 - Data Entry Operator I		11.33
01052 - Data Entry Operator II		12.51
01060 - Dispatcher, Motor Vehicle		17.04
01070 - Document Preparation Clerk		10.87
01090 - Duplicating Machine Operator		10.87
01111 - General Clerk I		11.11
01112 - General Clerk II		12.12
01113 - General Clerk III		13.61
01120 - Housing Referral Assistant		15.22
01141 - Messenger Courier		9.14
01191 - Order Clerk I		12.22
01192 - Order Clerk II		13.34
01261 - Personnel Assistant (Employment) I		14.25
01262 - Personnel Assistant (Employment) II		15.95
01263 - Personnel Assistant (Employment) III		17.77
01270 - Production Control Clerk		24.96
01290 - Rental Clerk		12.58
01300 - Scheduler, Maintenance		12.21
01311 - Secretary I		12.21
01312 - Secretary II		13.66

01313 - Secretary III	15.22
01320 - Service Order Dispatcher	18.30
01410 - Supply Technician	16.25
01420 - Survey Worker	12.55
01460 - Switchboard Operator/Receptionist	10.40
01531 - Travel Clerk I	11.27
01532 - Travel Clerk II	12.32
01533 - Travel Clerk III	13.28
01611 - Word Processor I	11.02
01612 - Word Processor II	12.43
01613 - Word Processor III	13.77
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.10
05010 - Automotive Electrician	17.86
05040 - Automotive Glass Installer	16.72
05070 - Automotive Worker	16.72
05110 - Mobile Equipment Servicer	14.63
05130 - Motor Equipment Metal Mechanic	19.00
05160 - Motor Equipment Metal Worker	17.23
05190 - Motor Vehicle Mechanic	19.00
05220 - Motor Vehicle Mechanic Helper	13.30
05250 - Motor Vehicle Upholstery Worker	15.77
05280 - Motor Vehicle Wrecker	16.72
05310 - Painter, Automotive	17.86
05340 - Radiator Repair Specialist	16.72
05370 - Tire Repairer	10.79
05400 - Transmission Repair Specialist	19.00
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.42
07041 - Cook I	9.57
07042 - Cook II	11.64
07070 - Dishwasher	8.45
07130 - Food Service Worker	8.59
07210 - Meat Cutter	12.42
07260 - Waiter/Waitress	8.65
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.16
09040 - Furniture Handler	11.45
09080 - Furniture Refinisher	15.16
09090 - Furniture Refinisher Helper	12.42
09110 - Furniture Repairer, Minor	14.73
09130 - Upholsterer	15.16
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.24
11060 - Elevator Operator	9.24
11090 - Gardener	12.83
11122 - Housekeeping Aide	9.26
11150 - Janitor	9.26
11210 - Laborer, Grounds Maintenance	10.51
11240 - Maid or Houseman	8.71
11260 - Pruner	9.10
11270 - Tractor Operator	11.87
11330 - Trail Maintenance Worker	10.51
11360 - Window Cleaner	10.69
12000 - Health Occupations	
12010 - Ambulance Driver	16.65
12011 - Breath Alcohol Technician	16.65
12012 - Certified Occupational Therapist Assistant	25.63
12015 - Certified Physical Therapist Assistant	22.89
12020 - Dental Assistant	13.74
12025 - Dental Hygienist	32.85

12030 - EKG Technician	26.15
12035 - Electroneurodiagnostic Technologist	26.15
12040 - Emergency Medical Technician	16.65
12071 - Licensed Practical Nurse I	15.43
12072 - Licensed Practical Nurse II	17.26
12073 - Licensed Practical Nurse III	19.23
12100 - Medical Assistant	13.28
12130 - Medical Laboratory Technician	17.40
12160 - Medical Record Clerk	14.18
12190 - Medical Record Technician	15.87
12195 - Medical Transcriptionist	14.80
12210 - Nuclear Medicine Technologist	37.48
12221 - Nursing Assistant I	9.49
12222 - Nursing Assistant II	10.67
12223 - Nursing Assistant III	11.64
12224 - Nursing Assistant IV	13.07
12235 - Optical Dispenser	16.79
12236 - Optical Technician	15.43
12250 - Pharmacy Technician	14.75
12280 - Phlebotomist	13.07
12305 - Radiologic Technologist	22.06
12311 - Registered Nurse I	23.12
12312 - Registered Nurse II	28.29
12313 - Registered Nurse II, Specialist	28.29
12314 - Registered Nurse III	34.22
12315 - Registered Nurse III, Anesthetist	34.22
12316 - Registered Nurse IV	41.02
12317 - Scheduler (Drug and Alcohol Testing)	20.62
12320 - Substance Abuse Treatment Counselor	21.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.35
13012 - Exhibits Specialist II	20.25
13013 - Exhibits Specialist III	24.78
13041 - Illustrator I	16.35
13042 - Illustrator II	20.25
13043 - Illustrator III	24.78
13047 - Librarian	22.43
13050 - Library Aide/Clerk	13.02
13054 - Library Information Technology Systems Administrator	20.25
13058 - Library Technician	14.24
13061 - Media Specialist I	14.62
13062 - Media Specialist II	16.35
13063 - Media Specialist III	18.22
13071 - Photographer I	14.62
13072 - Photographer II	16.43
13073 - Photographer III	20.35
13074 - Photographer IV	24.78
13075 - Photographer V	29.97
13090 - Technical Order Library Clerk	16.43
13110 - Video Teleconference Technician	14.62
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.71
14042 - Computer Operator II	16.45
14043 - Computer Operator III	19.02
14044 - Computer Operator IV	21.11
14045 - Computer Operator V	23.44
14071 - Computer Programmer I	(see 1) 20.15
14072 - Computer Programmer II	(see 1) 26.93
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.71
14160 - Personal Computer Support Technician		21.11
14170 - System Support Specialist		21.10
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.34
15020 - Aircrew Training Devices Instructor (Rated)		35.50
15030 - Air Crew Training Devices Instructor (Pilot)		40.55
15050 - Computer Based Training Specialist / Instructor		29.34
15060 - Educational Technologist		25.99
15070 - Flight Instructor (Pilot)		40.55
15080 - Graphic Artist		21.21
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		40.55
15086 - Maintenance Test Pilot, Rotary Wing		40.55
15088 - Non-Maintenance Test/Co-Pilot		40.55
15090 - Technical Instructor		17.54
15095 - Technical Instructor/Course Developer		21.46
15110 - Test Proctor		14.16
15120 - Tutor		14.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.57
16030 - Counter Attendant		8.57
16040 - Dry Cleaner		10.18
16070 - Finisher, Flatwork, Machine		8.57
16090 - Presser, Hand		8.57
16110 - Presser, Machine, Drycleaning		8.57
16130 - Presser, Machine, Shirts		8.57
16160 - Presser, Machine, Wearing Apparel, Laundry		8.57
16190 - Sewing Machine Operator		10.77
16220 - Tailor		11.36
16250 - Washer, Machine		9.01
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.00
19040 - Tool And Die Maker		25.01
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.40
21030 - Material Coordinator		21.93
21040 - Material Expediter		21.93
21050 - Material Handling Laborer		10.64
21071 - Order Filler		10.22
21080 - Production Line Worker (Food Processing)		16.40
21110 - Shipping Packer		17.89
21130 - Shipping/Receiving Clerk		17.89
21140 - Store Worker I		11.06
21150 - Stock Clerk		16.29
21210 - Tools And Parts Attendant		16.40
21410 - Warehouse Specialist		16.40
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.60
23019 - Aircraft Logs and Records Technician		17.38
23021 - Aircraft Mechanic I		22.48
23022 - Aircraft Mechanic II		23.60
23023 - Aircraft Mechanic III		24.79
23040 - Aircraft Mechanic Helper		14.45
23050 - Aircraft, Painter		20.11
23060 - Aircraft Servicer		17.38
23070 - Aircraft Survival Flight Equipment Technician		20.11
23080 - Aircraft Worker		18.75
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		18.75

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	22.48
II		
23110	- Appliance Mechanic	20.00
23120	- Bicycle Repairer	13.06
23125	- Cable Splicer	21.63
23130	- Carpenter, Maintenance	15.37
23140	- Carpet Layer	18.47
23160	- Electrician, Maintenance	22.69
23181	- Electronics Technician Maintenance I	27.59
23182	- Electronics Technician Maintenance II	29.58
23183	- Electronics Technician Maintenance III	31.45
23260	- Fabric Worker	16.97
23290	- Fire Alarm System Mechanic	21.34
23310	- Fire Extinguisher Repairer	15.36
23311	- Fuel Distribution System Mechanic	21.34
23312	- Fuel Distribution System Operator	15.93
23370	- General Maintenance Worker	14.84
23380	- Ground Support Equipment Mechanic	22.48
23381	- Ground Support Equipment Servicer	17.38
23382	- Ground Support Equipment Worker	18.75
23391	- Gunsmith I	15.36
23392	- Gunsmith II	18.47
23393	- Gunsmith III	21.34
23410	- Heating, Ventilation And Air-Conditioning Mechanic	17.74
23411	- Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	18.63
23430	- Heavy Equipment Mechanic	23.01
23440	- Heavy Equipment Operator	16.70
23460	- Instrument Mechanic	21.34
23465	- Laboratory/Shelter Mechanic	20.00
23470	- Laborer	10.64
23510	- Locksmith	20.00
23530	- Machinery Maintenance Mechanic	21.65
23550	- Machinist, Maintenance	22.27
23580	- Maintenance Trades Helper	12.29
23591	- Metrology Technician I	21.34
23592	- Metrology Technician II	22.57
23593	- Metrology Technician III	23.80
23640	- Millwright	21.95
23710	- Office Appliance Repairer	20.00
23760	- Painter, Maintenance	16.91
23790	- Pipefitter, Maintenance	22.63
23810	- Plumber, Maintenance	21.41
23820	- Pneudraulic Systems Mechanic	21.34
23850	- Rigger	19.40
23870	- Scale Mechanic	18.47
23890	- Sheet-Metal Worker, Maintenance	21.38
23910	- Small Engine Mechanic	18.47
23931	- Telecommunications Mechanic I	22.18
23932	- Telecommunications Mechanic II	23.46
23950	- Telephone Lineman	20.16
23960	- Welder, Combination, Maintenance	19.31
23965	- Well Driller	21.34
23970	- Woodcraft Worker	21.34
23980	- Woodworker	15.93
24000	- Personal Needs Occupations	
24550	- Case Manager	15.60
24570	- Child Care Attendant	11.48
24580	- Child Care Center Clerk	13.66

24610 - Chore Aide	8.88
24620 - Family Readiness And Support Services Coordinator	15.60
24630 - Homemaker	15.60
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.38
25040 - Sewage Plant Operator	17.25
25070 - Stationary Engineer	21.38
25190 - Ventilation Equipment Tender	14.45
25210 - Water Treatment Plant Operator	17.25
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.01
27007 - Baggage Inspector	11.81
27008 - Corrections Officer	18.44
27010 - Court Security Officer	15.65
27030 - Detection Dog Handler	13.86
27040 - Detention Officer	18.44
27070 - Firefighter	14.63
27101 - Guard I	11.81
27102 - Guard II	13.86
27131 - Police Officer I	14.98
27132 - Police Officer II	16.65
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.45
28042 - Carnival Equipment Repairer	13.71
28043 - Carnival Worker	8.80
28210 - Gate Attendant/Gate Tender	13.41
28310 - Lifeguard	11.95
28350 - Park Attendant (Aide)	15.00
28510 - Recreation Aide/Health Facility Attendant	10.95
28515 - Recreation Specialist	15.67
28630 - Sports Official	11.95
28690 - Swimming Pool Operator	15.77
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	18.47
29020 - Hatch Tender	18.47
29030 - Line Handler	18.47
29041 - Stevedore I	16.97
29042 - Stevedore II	20.00
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.52
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.87
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.49
30021 - Archeological Technician I	16.60
30022 - Archeological Technician II	18.58
30023 - Archeological Technician III	23.02
30030 - Cartographic Technician	23.02
30040 - Civil Engineering Technician	21.00
30051 - Cryogenic Technician I	23.26
30052 - Cryogenic Technician II	25.69
30061 - Drafter/CAD Operator I	16.60
30062 - Drafter/CAD Operator II	18.58
30063 - Drafter/CAD Operator III	20.71
30064 - Drafter/CAD Operator IV	25.48
30081 - Engineering Technician I	13.50
30082 - Engineering Technician II	15.24
30083 - Engineering Technician III	17.04
30084 - Engineering Technician IV	21.11
30085 - Engineering Technician V	25.83
30086 - Engineering Technician VI	31.43
30090 - Environmental Technician	21.11

30095 - Evidence Control Specialist	21.00
30210 - Laboratory Technician	20.71
30221 - Latent Fingerprint Technician I	23.26
30222 - Latent Fingerprint Technician II	25.69
30240 - Mathematical Technician	21.11
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	21.89
30363 - Paralegal/Legal Assistant III	26.79
30364 - Paralegal/Legal Assistant IV	32.41
30375 - Petroleum Supply Specialist	25.69
30390 - Photo-Optics Technician	23.02
30395 - Radiation Control Technician	25.69
30461 - Technical Writer I	21.11
30462 - Technical Writer II	25.83
30463 - Technical Writer III	31.25
30491 - Unexploded Ordnance (UXO) Technician I	23.85
30492 - Unexploded Ordnance (UXO) Technician II	28.85
30493 - Unexploded Ordnance (UXO) Technician III	34.58
30494 - Unexploded (UXO) Safety Escort	23.85
30495 - Unexploded (UXO) Sweep Personnel	23.85
30501 - Weather Forecaster I	23.26
30502 - Weather Forecaster II	28.29
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.71
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.11
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.85
31020 - Bus Aide	11.34
31030 - Bus Driver	15.90
31043 - Driver Courier	13.59
31260 - Parking and Lot Attendant	9.08
31290 - Shuttle Bus Driver	14.52
31310 - Taxi Driver	11.20
31361 - Truckdriver, Light	14.52
31362 - Truckdriver, Medium	15.84
31363 - Truckdriver, Heavy	17.36
31364 - Truckdriver, Tractor-Trailer	17.36
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.07
99030 - Cashier	8.87
99050 - Desk Clerk	9.24
99095 - Embalmer	23.79
99130 - Flight Follower	23.85
99251 - Laboratory Animal Caretaker I	11.83
99252 - Laboratory Animal Caretaker II	12.94
99260 - Marketing Analyst	21.40
99310 - Mortician	23.79
99410 - Pest Controller	13.88
99510 - Photofinishing Worker	12.53
99710 - Recycling Laborer	14.05
99711 - Recycling Specialist	16.26
99730 - Refuse Collector	12.57
99810 - Sales Clerk	11.67
99820 - School Crossing Guard	12.18
99830 - Survey Party Chief	17.31
99831 - Surveying Aide	10.68
99832 - Surveying Technician	15.74
99840 - Vending Machine Attendant	13.88
99841 - Vending Machine Repairer	16.48
99842 - Vending Machine Repairer Helper	13.88

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.doi.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees

who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND 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 re-grading 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.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1)).

2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192118FNLOAK15003.3	5. PROJECT NO. (If applicable)
---	------------------------------------	---	--------------------------------

6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6)
CODE ICE/DCR ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LASALLE ECONOMIC DEVELOPMENT DISTRICT ATTN (b)(6); (b)(7)(C) PO BOX 1889 JENA LA 71342	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0015 70CDCR18FIGR00003 10B. DATED (SEE ITEM 13) 10/24/2017
CODE (b)(7)(E)	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule	Net Increase:	\$430,000.00
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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) Pursuant to DROIGSA-07-0015

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: 605465678
 Contracting Officer's Representative (COR): (b)(6); (b)(7)(C)@ice.dhs.gov
 Contracting Officer: (b)(6); (b)(7)(C)@ice.dhs.gov
 Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to obligate funding as identified on the following page(s). The Authorized period of performance is 11/01/2017 - 10/31/2018.

Funded through 01/31/2018

Total Obligated funding increased as follows:
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
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
DROIGSA-07-0015/70CDCR18FIGR00003/P00003

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0006	<p>From: \$9,282,166.82 By: \$430,000.00 To: \$9,712,166.82 Exempt Action: Y Sensitive Award: PII Delivery: 30 Days After Award Discount Terms: (b)(4) Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536</p> <p>Accounting Info: (b)(7)(E)</p> <p>FOB: Destination Period of Performance: 11/01/2017 to 10/31/2018</p> <p>Change Item 0006 to read as follows (amount shown is the obligated amount):</p> <p>INCREASE FUNDS FOR TRANSPORTATION/GUARD SERVICE FOR DETENTION CONTRACT DROIGSA-07-0015, LASALLE DETENTION CENTER. POP 11/1/2017 - 10/31/2018 FUNDED THRU 01/31/2018</p> <p>All other contract terms and conditions remain the same.</p>				<p>(b)(4)</p>

2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192118FNLOAK15003.4	5. PROJECT NO. (If applicable)
6. ISSUED BY	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6)	CODE
ICEDETTENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6): WASHINGTON DC 20536			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(x) 9A. AMENDMENT OF SOLICITATION NO.
LASALLE ECONOMIC DEVELOPMENT DISTRICT ATTN (b)(6); (b)(7)(C) PO BOX 1889 JENA LA 71342	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0015 70CDCR18FIGR00003
CODE (b)(7)(E) FACILITY CODE	10B. DATED (SEE ITEM 13) 10/24/2017

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)

See 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) Pursuant to DROIGSA-07-0015

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: 605465678

Contracting Officer's Representative (COR): (b)(6); (b)(7)(C)@ice.dhs.gov

Contracting Officer: (b)(6); (b)(7)(C)@ice.dhs.gov

Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to provide additional funding in the amount of (b)(4) for Detention and Transportation Services for ICE detainees at the LaSalle Detention Center under the provisions of the Intergovernmental Service Agreement (IGSA) DROIGSA-07-0015

The total obligated amount on this task order has increased:
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)		
	(b)(6); (b)(7)(C)		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	<p>From: \$9,712,166.82 By: \$3,577,637.40 To: \$13,289,804.22</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to this Task Order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this Task Order. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted.</p> <p>Exempt Action: Y Sensitive Award: PII Delivery: 30 Days After Award Discount Terms: (b)(4)</p> <p>Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6): WASHINGTON DC 20536</p> <p>FOB: Destination Period of Performance: 11/01/2017 to 10/31/2018</p> <p>Change Item 0004 to read as follows (amount shown is the obligated amount):</p> <p>DETENTION & CARE OF PERSONS DETAINED.</p> <p>AT A DAILY RATE OF (b)(4) /DY</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 0006 to read as follows (amount shown Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0015/70CDCR18FIGR00003/P00004

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0006	<p>is the obligated amount):</p> <p>TRANSPORTATION/GUARD SERVICE FOR DETENTION</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>All other contract terms and conditions remain the same.</p>				(b)(4)

2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192118FNLOAK15003.4	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6)
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ICE DETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(6):
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LASALLE ECONOMIC DEVELOPMENT DISTRICT ATTN (b)(6); (b)(7)(C) PO BOX 1889 JENA LA 71342	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0015 70CDCR18FIGR00003 10B. DATED (SEE ITEM 13) 10/24/2017
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CODE (b)(7)(E) 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: (b)(4)
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) Pursuant to DROIGSA-07-0015

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: 605465678
Contracting Officer's Representative (COR): (b)(6); (b)(7)(C)@ice.dhs.gov
Contracting Officer: (b)(6); (b)(7)(C)@ice.dhs.gov
Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to provide additional funding in the amount of (b)(4) for Detention and Transportation Services for ICE detainees at the LaSalle Detention Center under the provisions of the Intergovernmental Service Agreement (IGSA) DROIGSA-07-0015

The total obligated amount on this task order has increased:
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0015/70CDCR18FIGR00003/P00004

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	<p>From: \$9,712,166.82 By: \$3,577,637.40 To: \$13,289,804.22</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to this Task Order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this Task Order. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted.</p> <p>Exempt Action: Y Sensitive Award: PII Delivery: 30 Days After Award Discount Terms: (b)(4)</p> <p>Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6): WASHINGTON DC 20536</p> <p>FOB: Destination Period of Performance: 11/01/2017 to 10/31/2018</p> <p>Change Item 0004 to read as follows (amount shown is the obligated amount):</p> <p>DETENTION & CARE OF PERSONS DETAINED.</p> <p>AT A DAILY RATE OF (b)(4) /DY</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 0006 to read as follows (amount shown Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0015/70CDCR18FIGR00003/P00004

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0006	<p>is the obligated amount):</p> <p>TRANSPORTATION/GUARD SERVICE FOR DETENTION</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>All other contract terms and conditions remain the same.</p>				(b)(4)

2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192118FNLOAK15003.6	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6)
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6) WASHINGTON DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LASALLE ECONOMIC DEVELOPMENT DISTRICT ATTN (b)(6); (b)(7)(C) PO BOX 1889 JENA LA 71342	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0015 70CDCR18FIGR00003 10B. DATED (SEE ITEM 13) 10/24/2017
CODE (b)(7)(E) 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: (b)(4)
 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) Pursuant to DROIGSA-07-0015

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: 605465678
 Contracting Officer's Representative (COR): (b)(6); (b)(7)(C)@ice.dhs.gov
 Contracting Officer: (b)(6); (b)(7)(C)@ice.dhs.gov
 Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to provide additional funding in the amount of (b)(4) for Transportation and Guard service for ICE detainees at the LaSalle Detention Center under the provisions of the Intergovernmental Service Agreement (IGSA) DROIGSA-07-0015

The total obligated amount on this task order has increased:
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
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
DROIGSA-07-0015/70CDCR18FIGR00003/P00006

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0006	<p>From: (b)(4)</p> <p>By: (b)(4)</p> <p>To: [Redacted]</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to this Task Order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this Task Order. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted.</p> <p>Exempt Action: Y Sensitive Award: PII Delivery: 30 Days After Award Discount Terms: [Redacted]</p> <p>Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW [Redacted]; WASHINGTON DC 20536</p> <p>Accounting Info: [Redacted]</p> <p>FOB: Destination Period of Performance: 11/01/2017 to 10/31/2018</p> <p>Change Item 0006 to read as follows (amount shown is the obligated amount):</p> <p>TRANSPORTATION/GUARD SERVICE FOR DETENTION</p> <p>All other contract terms and conditions remain the same.</p>				[Redacted]

2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192118FNLOAK15003.7	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6)
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LASALLE ECONOMIC DEVELOPMENT DISTRICT ATTN: (b)(6); (b)(7)(C) PO BOX 1889 JENA LA 71342	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0015 70CDCR18FIGR00003 10B. DATED (SEE ITEM 13) 10/24/2017
CODE (b)(7)(E) 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: (b)(4)

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) Pursuant to DROIGSA-07-0015

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: 605465678

Contracting Officer's Representative (COR): (b)(6); (b)(7)(C)@ice.dhs.gov

Contracting Officer: (b)(6); (b)(7)(C)@ice.dhs.gov

Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to provide additional funding in the amount of (b)(4) for Transportation and Guard service for ICE detainees at the LaSalle Detention Center under the provisions of the Intergovernmental Service Agreement (IGSA) DROIGSA-07-0015

The total obligated amount on this task order has increased:
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
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
DROIGSA-07-0015/70CDCR18FIGR00003/P00007

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>From: \$19,686,804.20 By: \$16,241,204.30 To: \$35,928,008.50</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to this Task Order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this Task Order. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted.</p> <p>Exempt Action: Y Sensitive Award: PII Delivery: 30 Days After Award Discount Terms: (b)(4)</p> <p>Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6): WASHINGTON DC 20536</p> <p>FOB: Destination Period of Performance: 11/01/2017 to 10/31/2018</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p>				
0001	<p>DETENTION & CARE OF PERSONS DETAINED AT A DAILY RATE OF (b)(4) /DY</p> <p>COR - (b)(6); (b)(7)(C) ACOR - (b)(6); (b)(7)(C)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Continued ...</p>	(b)(4)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0015/70CDCR18FIGR00003/P00007

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0006	<p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 0006 to read as follows (amount shown is the obligated amount):</p> <p>TRANSPORTATION/GUARD SERVICE FOR DETENTION</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>All other contract terms and conditions remain the same.</p>				(b)(4)

2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192118FNLOAK15003.8	5. PROJECT NO. (If applicable)
---	------------------------------------	---	--------------------------------

6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6)
ICE DETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LASALLE ECONOMIC DEVELOPMENT DISTRICT ATTN (b)(6); (b)(7)(C) PO BOX 1889 JENA LA 71342	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0015 70CDCR18FIGR00003 10B. DATED (SEE ITEM 13) 10/24/2017
CODE (b)(7)(E) FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule	Net Increase: (b)(4)
---	----------------------

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) Pursuant to DROIGSA-07-0015

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: 605465678
 Contracting Officer's Representative (COR): (b)(6); (b)(7)(C)@ice.dhs.gov
 Contracting Officer: (b)(6); (b)(7)(C)@ice.dhs.gov
 Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to provide additional funding in the amount of (b)(4) for Transportation and Guard service for ICE detainees at the LaSalle Detention Center under the provisions of the Intergovernmental Service Agreement (IGSA) DROIGSA-07-0015.

The total obligated amount on this task order has increased:
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
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
DROIGSA-07-0015/70CDCR18FIGR00003/P00008

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0008	<p>From: \$35,928,008.50 By: \$ 3,278,434.50 To: \$39,206,443.00</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to this Task Order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this Task Order. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted.</p> <p>Exempt Action: Y Sensitive Award: PII Delivery: 30 Days After Award Discount Terms: (b)(4)</p> <p>Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536</p> <p>FOB: Destination Period of Performance: 11/01/2017 to 10/31/2018</p> <p>Add Item 0008 as follows:</p> <p>CLIN 0001 - DETENTION BEDS FOR Jena</p> <p>CLIN is increased as follows:</p> <p>From: (b)(4) By: To: </p> <p>.</p> <p>Accounting Info: (b)(7)(E)</p> <p>Continued ...</p>				<div style="border: 1px solid black; width: 100%; height: 15px; margin-bottom: 5px;"></div>

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0015/70CDCR18FIGR00003/P00008

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0009	<p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Add Item 0009 as follows:</p> <p>CLIN 0003 - Transportation/Guard Service CLIN is increased as follows:</p> <p>From: (b)(4) By: To:</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>All other contract terms and conditions remain the same.</p>				(b)(4)

2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192119FNLOAK15023	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6)
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LASALLE ECONOMIC DEVELOPMENT DISTRICT ATTN (b)(6); (b)(7)(C) PO BOX 1889 JENA LA 71342	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0015 70CDCR18FIGR00003 10B. DATED (SEE ITEM 13) 10/24/2017
CODE (b)(7)(E) 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: (b)(4)
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) Pursuant to DROIGSA-07-0015

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: 605465678
 Contracting Officer's Representative (COR): (b)(6); (b)(7)(C)@ice.dhs.gov
 Contracting Officer: (b)(6); (b)(7)(C)@ice.dhs.gov
 Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to provide additional funding in the amount of (b)(4) for Detention Services at the LaSalle Detention Center. The total obligated amount on this task order is increased as follows:

From: \$39,206,443.00
 By: \$ 252,961.80
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
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
DROIGSA-07-0015/70CDCR18FIGR00003/P00009

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0008	<p>To: \$39,459,404.80</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to this Task Order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this Task Order. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted.</p> <p>Exempt Action: Y Sensitive Award: PII Delivery: 30 Days After Award Discount Terms: <div style="border: 1px solid black; display: inline-block; padding: 2px;">(b)(4)</div> Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW <div style="border: 1px solid black; display: inline-block; padding: 2px;">(b)(6);</div> WASHINGTON DC 20536</p> <p>Accounting Info: <div style="border: 1px solid black; display: inline-block; padding: 2px;">(b)(7)(E)</div></p> <p>FOB: Destination Period of Performance: 11/01/2017 to 10/31/2018</p> <p>Change Item 0008 to read as follows (amount shown is the obligated amount):</p> <p>CLIN 0001 - DETENTION BEDS FOR Jena</p> <p>CLIN is increased as follows: Continued ...</p>				<div style="border: 1px solid black; display: inline-block; padding: 2px;">(b)(4)</div>

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0015/70CDCR18FIGR00003/P00009

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT DISTRICT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>From: (b)(4) By: To:</p> <p>Total Bed Days is increased: From: (b)(4) By: To:</p> <p>.</p> <p>All other contract terms and conditions remain the same.</p>				

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192120FNLOAK15090	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/DCR
ICE/DCR COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6): WASHINGTON DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LASALLE ECONOMIC DEVELOPMENT BOX 1889 JENA LA 71342-0000	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA070015 70CDCR18FIGR00325 10B. DATED (SEE ITEM 13) 09/28/2018
CODE (b)(7)(E)	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 See Schedule Net Decrease: (b)(4)

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 4.804 Closeout of Contract Files

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: 605465678
 Contracting Officer's Representative:
 (b)(6); (b)(7)(C)@ice.dhs.gov
 Contracting Officer:
 (b)(6); (b)(7)(C)@ice.dhs.gov
 Contract Specialist:
 (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to de-obligate excess funds in the amount of (b)(4) and closeout Task Order No. 70CDCR18FIGR00325.
 1) All invoices have been paid.
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
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
DROIGSA070015/70CDCR18FIGR00325/P00001

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>2)All services/supplies have been received, inspected and accepted by the Government. 3)The Contractor releases the Government from any and all liability under this task order 4)The Government agrees that all obligations under this contract are concluded. 5)Line Item 0001 is decreased by \$(b)(4) from (b)(4) to (b)(4)</p> <p>The total obligated amount is decreased by (b)(4) from (b)(4) to (b)(4)</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to the award. The service provider agrees to perform to the point that service does not exceed the total amount currently allotted to the items funded under the Task Order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p> <p>This task order is closed. Delivery: 30 Days After Award Discount Terms: (b)(4)</p> <p>Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6): WASHINGTON DC 20536</p> <p>Accounting Info: (b)(7)(E)</p> <p>Period of Performance: 09/28/2018 to 09/27/2019</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Video Teleconferencing and Attorney Space Enhancement</p> <p>Funds are de-obligated as follows: From: (b)(4) Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA070015/70CDCR18FIGR00325/P00001

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	By: (b)(4) To:				

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

1. DATE OF ORDER 09/28/2018		2. CONTRACT NO. (If any) DROIGSA070015		6. SHIP TO:	
3. ORDER NO. 70CDCR18FIGR00325		4. REQUISITION/REFERENCE NO. 192118FNLOAK15003.9		a. NAME OF CONSIGNEE ICE ENFORCEMENT REMOVAL	
5. ISSUING OFFICE (Address correspondence to) ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536				b. STREET ADDRESS IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6);	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR LASALLE ECONOMIC DEVELOPMENT				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS BOX 1889				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY JENA				<input checked="" type="checkbox"/> b. DELIVERY	
e. STATE LA		f. ZIP CODE 71342-0000		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE ICE ENFORCEMENT REMOVAL	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				Destination	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT	
a. INSPECTION Destination		b. ACCEPTANCE Destination		ON OR BEFORE (Date) 30 Days After Award	
				16. DISCOUNT TERMS (b)(4)	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 605465678 Contracting Officer's Representative: (b)(6); (b)(7)(C)@ice.dhs.gov Contracting Officer: (b)(6); (b)(7)(C)@ice.dhs.gov Contract Specialist: Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME DHS ICE		(b)(4)				17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) BURLINGTON FINANCE CENTER PO BOX 1620 ATTN ICE-ERO-FOD-FNL		(b)(4)				
c. CITY WILLISTON		d. STATE VT		e. ZIP CODE 05495-1620		

22. UNITED STATES OF AMERICA BY (Signature) ▶ (b)(6); (b)(7)(C)		23. NAME (Typed) (b)(6); (b)(7)(C) TITLE: CONTRACTING/ORDERING OFFICER	
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER 09/28/2018	CONTRACT NO. DROIGSA070015	ORDER NO. 70CDCR18FIGR00325
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>(b)(6); (b)(7)(C) @ice.dhs.gov</p> <p>This task order is established under DROIGSA-07-0015 for Video Teleconferencing and Attorney Space Enhancement Project at the LaSalle Detention Center. Exempt Action: Y Sensitive Award: PII Accounting Info:</p> <p>(b)(7)(E)</p> <p>Period of Performance: 09/28/2018 to 09/27/2019</p> <p>Video Teleconferencing and Attorney Space Enhancement</p> <p>Invoice Instructions: ICE - ERO Contracts</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows:</p> <p>a) Email:</p> <ul style="list-style-type: none"> • (b)(7)(E) @ice.dhs.gov • Contracting Officer Representative (COR) or Government Point of Contact (GPOC) • Contract Specialist/Contracting Officer <p>Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email.</p> <p>b) USPS: Continued ...</p>					
					(b)(4)	

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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	<p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 Williston, VT 05495-1620</p> <p>ICE-ERO-FOD-FNL</p> <p>The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>c) Facsimile: Alternative Invoices shall be submitted to: (802)-288-7658</p> <p>Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages. Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable:</p> <p>(i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in Continued ...</p>					

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

(b)(4)

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	<p>the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;</p> <p>(ii). Dunn and Bradstreet (D&B) DUNS Number;</p> <p>(iii). Invoice date and invoice number;</p> <p>(iv). Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p>(v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;</p> <p>(vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii). Terms of any discount for prompt payment offered;</p> <p>(viii). Remit to Address;</p> <p>(ix). Name, title, and phone number of person to resolve invoicing issues;</p> <p>(x). ICE program office designated on order/contract/agreement and</p> <p>(xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing)</p> <p>(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Continued ...</p>					

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

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ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Transfer - Other than System for Award Management.</p> <p>3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred. Details are as follows:</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required:</p> <p>(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.</p> <p>(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. Continued ...</p>					

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

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	<p>When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.</p> <p>(iii) Use shredders when discarding paper documents containing Sensitive PII.</p> <p>(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII.</p> <p>5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at (b)(6);(b)(7)(C) or by e-mail at (b)(7)(E)@ice.dhs.gov.</p> <p>The funding provided in this order (or modification) is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p> <p>The total amount of award: (b)(4) The obligation for this award is shown in box 17(i).</p>					

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(b)(4)

ATTACHMENT 5: DHS PREA STANDARDS

This document incorporates the requirements from Subpart A of the U.S. Department of Homeland Security (DHS) regulation titled, “Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities,” 79 Fed. Reg. 13100 (Mar. 7, 2014) that are specifically applicable to detention facilities. Requirements that are applicable to the agency only have not been included, and accordingly, the numbering and sequential order within each of the below sections may not necessarily reflect those contained in Subpart A. Where any requirements of the DHS standards may conflict with the terms of the ICE detention standards currently applicable at the facility, the DHS PREA standards shall supersede:

115.6 Definitions Related to Sexual Abuse and Assault

- (1) Sexual abuse includes –
 - (a) Sexual abuse and assault of a detainee by another detainee; and
 - (b) Sexual abuse and assault of a detainee by a staff member, contractor, or volunteer.

- (2) Sexual abuse of a detainee by another detainee includes any of the following acts by one or more detainees, prisoners, inmates, or residents of the facility in which the detainee is housed who, by force, coercion, or intimidation, or if the victim did not consent or was unable to consent or refuse, engages in or attempts to engage in:
 - (a) Contact between the penis and the vulva or anus and, for purposes of this subparagraph, contact involving the penis upon penetration, however slight;
 - (b) Contact between the mouth and the penis, vulva, or anus;
 - (c) Penetration, however, slight, of the anal or genital opening of another person by a hand or finger or by any object;
 - (d) Touching of the genitalia, anus, groin, breast, inner thighs or buttocks, either directly or through the clothing, with an intent to abuse, humiliate, harass, degrade or arouse or gratify the sexual desire of any person; or
 - (e) Threats, intimidation, or other actions or communications by one or more detainees aimed at coercing or pressuring another detainee to engage in a sexual act.

- (3) Sexual abuse of a detainee by a staff member, contractor, or volunteer includes any of the following acts, if engaged in by one or more staff members, volunteers, or contract personnel who, with or without the consent of the detainee, engages in or attempts to engage in:
 - (a) Contact between the penis and the vulva or anus and, for purposes of this subparagraph, contact involving the penis upon penetration, however slight;
 - (b) Contact between the mouth and the penis, vulva, or anus;
 - (c) Penetration, however slight, of the anal or genital opening of another person by a hand or finger or by any object that is unrelated to official duties or where the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;
 - (d) Intentional touching of the genitalia, anus, groin, breast, inner thighs or buttocks, either directly or through the clothing, that is unrelated to official duties or where

the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;

- (e) Threats, intimidation, harassment, indecent, profane or abusive language, or other actions or communications, aimed at coercing or pressuring a detainee to engage in a sexual act;
- (f) Repeated verbal statements or comments of a sexual nature to a detainee;
- (g) Any display of his or her uncovered genitalia, buttocks, or breast in the presence of an inmate, detainee, or resident, or
- (h) Voyeurism, which is defined as the inappropriate visual surveillance of a detainee for reasons unrelated to official duties. Where not conducted for reasons relating to official duties, the following are examples of voyeurism: staring at a detainee who is using a toilet in his or her cell to perform bodily functions; requiring an inmate detainee to expose his or her buttocks, genitals, or breasts; or taking images of all or part of a detainee's naked body or of a detainee performing bodily functions.

PREVENTION PLANNING

115.11 Zero tolerance of sexual abuse: Prevention of Sexual Assault Coordinator.

- (1) Each facility shall have a written policy mandating zero tolerance toward all forms of sexual abuse and outlining the facility's approach to preventing, detecting, and responding to such conduct. The agency shall review and approve each facility's written policy.
- (2) Each facility shall employ or designate a Prevention of Sexual Assault Compliance Manager (PSA Compliance Manager) who shall serve as the facility point of contact for the ICE PSA Coordinator and who has sufficient time and authority to oversee facility efforts to comply with facility sexual abuse prevention and intervention policies and procedures.

115.13 Detainee supervision and monitoring.

- (1) Each facility shall ensure that it maintains sufficient supervision of detainees, including through appropriate staffing levels and, where applicable, video monitoring, to protect detainees against sexual abuse.
- (2) Each facility shall develop and document comprehensive detainee supervision guidelines to determine and meet the facility's detainee supervision needs, and shall review those guidelines at least annually.
- (3) In determining adequate levels of detainee supervision and determining the need for video monitoring, the facility shall take into consideration generally accepted detention and correctional practices, any judicial findings of inadequacy, the physical layout of each facility, the composition of the detainee population, the prevalence of substantiated and unsubstantiated incidents of sexual abuse, the findings and recommendations of sexual abuse incident review reports, and any other relevant factors, including but not limited to the length of time detainees spend in agency custody.
- (4) Each facility shall conduct frequent unannounced security inspections to identify and deter sexual abuse of detainees. Such inspections shall be implemented for night as well

as day shifts. Each facility shall prohibit staff from alerting others that these security inspections are occurring, unless such announcement is related to the legitimate operational functions of the facility.

115.15 Limits to cross-gender viewing and searches.

- (1) Searches may be necessary to ensure the safety of officers, civilians and detainees; to detect and secure evidence of criminal activity; and to promote security, safety, and related interests at immigration detention facilities.
- (2) Cross-gender pat-down searches of male detainees shall not be conducted unless, after reasonable diligence, staff of the same gender is not available at the time the pat-down search is required or in exigent circumstances.
- (3) Cross-gender pat-down searches of female detainees shall not be conducted unless in exigent circumstances.
- (4) All cross-gender pat-down searches shall be documented.
- (5) Cross-gender strip searches or cross-gender visual body cavity searches shall not be conducted except in exigent circumstances, including consideration of officer safety, or when performed by medical practitioners. Facility staff shall not conduct visual body cavity searches of juveniles and, instead, shall refer all such body cavity searches of juveniles to a medical practitioner.
- (6) All strip searches and visual body cavity searches shall be documented.
- (7) Each facility shall implement policies and procedures that enable detainees to shower, perform bodily functions, and change clothing without being viewed by staff of the opposite gender, except in exigent circumstances or when such viewing is incidental to routine cell checks or is otherwise appropriate in connection with a medical examination or monitored bowel movement. Such policies and procedures shall require staff of the opposite gender to announce their presence when entering an area where detainees are likely to be showering, performing bodily functions, or changing clothing.
- (8) The facility shall not search or physically examine a detainee for the sole purposes of determining the detainee's genital characteristics. If the detainee's gender is unknown, it may be determined during conversations with the detainee, by reviewing medical records, or, if necessary, learning that information as part of a standard medical examination that all detainees must undergo as part of intake or other processing procedure conducted in private, by a medical practitioner.

115.16 Accommodating detainees with disabilities and detainees who are limited English proficient.

- (1) The agency and each facility shall take appropriate steps to ensure that detainees with disabilities (including, for example, detainees who are deaf or hard of hearing, those who are blind or have low vision, or those who have intellectual, psychiatric, or speech disabilities) have an equal opportunity to participate in or benefit from all aspects of the agency's and facility's efforts to prevent, detect, and respond to sexual abuse. Such steps shall include, when necessary to ensure effective communication with detainees who are deaf or hard of hearing, providing access to in-person, telephonic, or video interpretive services that enable effective, accurate, and impartial interpretation, both receptively and

expressively, using any necessary specialized vocabulary. In addition, the agency and facility shall ensure that any written materials related to sexual abuse are provided in formats or through methods that ensure effective communication with detainees with disabilities, including detainees who have intellectual disabilities, limited reading skills, or who are blind or have low vision. An agency or facility is not required to take actions that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity, or in undue financial and administrative burdens, as those terms are used in regulations promulgated under title II of the Americans with Disabilities Act, 28 CFR 35.164.

- (2) The agency and each facility shall take steps to ensure meaningful access to all aspects of the agency's and facility's efforts to prevent, detect, and respond to sexual abuse to detainees who are limited English proficient, including steps to provide in-person or telephonic interpretive services that enable effective, accurate, and impartial interpretation, both receptively and expressively, using any necessary specialized vocabulary.
- (3) In matters relating to allegations of sexual abuse, the agency and each facility shall provide in-person or telephonic interpretation services that enable effective, accurate, and impartial interpretation, by someone other than another detainee, unless the detainee expresses a preference for another detainee to provide interpretation, and the agency determines that such interpretation is appropriate and consistent with DHS policy. The provision of interpreter services by minors, alleged abusers, detainees who witnessed the alleged abuse, and detainees who have a significant relationship with the alleged abuser is not appropriate in matters relating to allegations of sexual abuse.

115.17 Hiring and promotion decisions.

- (1) An agency or facility shall not hire or promote anyone who may have contact with detainees, and shall not enlist the services of any contractor or volunteer who may have contact with detainees, who has engaged in sexual abuse in a prison, jail, holding facility, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); who has been convicted of engaging or attempting to engage in sexual activity facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or who has been civilly or administratively adjudicated to have engaged in such activity.
- (2) An agency or facility considering hiring or promoting staff shall ask all applicants who may have contact with detainees directly about previous misconduct described in paragraph (1) of this section, in written applications or interviews for hiring or promotions and in any interviews or written self-evaluations conducted as part of reviews of current employees. Agencies and facilities shall also impose upon employees a continuing affirmative duty to disclose any such misconduct. The agency, consistent with law, shall make its best efforts to contact all prior institutional employers of an applicant for employment, to obtain information on substantiated allegations of sexual abuse or any resignation during a pending investigation of alleged sexual abuse.
- (3) Before hiring new staff who may have contact with detainees, the agency or facility shall conduct a background investigation to determine whether the candidate for hire is suitable for employment with the facility or agency, including a criminal background

records check. Upon request by the agency, the facility shall submit for the agency's approval written documentation showing the detailed elements of the facility's background check for each staff member and the facility's conclusions. The agency shall conduct an updated background investigation every five years for agency employees who may have contact with detainees. The facility shall require an updated background investigation every five years for those facility staff who may have contact with detainees and who work in immigration-only detention facilities.

- (4) The agency or facility shall also perform a background investigation before enlisting the services of any contractor who may have contact with detainees. Upon request by the agency, the facility shall submit for the agency's approval written documentation showing the detailed elements of the facility's background check for each contractor and the facility's conclusions.
- (5) Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination or withdrawal of an offer of employment, as appropriate.
- (6) In the event the agency contracts with a facility for the confinement of detainees, the requirements of this section otherwise applicable to the agency also apply to the facility and its staff.

115.18 Upgrades to facilities and technologies.

- (1) When designing or acquiring any new facility and in planning any substantial expansion or modification of existing facilities, the facility or agency, as appropriate, shall consider the effect of the design, acquisition, expansion, or modification upon their ability to protect detainees from sexual abuse.
- (2) When installing or updating a video monitoring system, electronic surveillance system, or other monitoring technology in an immigration detention facility, the facility or agency, as appropriate, shall consider how such technology may enhance their ability to protect detainees from sexual abuse.

RESPONSIVE PLANNING

115.21 Evidence protocols and forensic medical examinations.

- (1) To the extent that the agency or facility is responsible for investigating allegations of sexual abuse involving detainees, it shall follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence for administrative proceedings and criminal prosecutions. The protocol shall be developed in coordination with DHS and shall be developmentally appropriate for juveniles, where applicable.
- (2) The agency and each facility developing an evidence protocol referred to in paragraph (1) of this section, shall consider how best to utilize available community resources and services to provide valuable expertise and support in the areas of crisis intervention and counseling to most appropriately address victims' needs. Each facility shall establish procedures to make available, to the full extent possible, outside victim services following incidents of sexual abuse; the facility shall attempt to make available to the victim a victim advocate from a rape crisis center. If a rape crisis center is not available

to provide victim advocate services, the agency shall provide these services by making available a qualified staff member from a community-based organization, or a qualified agency staff member. A qualified agency staff member or a qualified community-based staff member means an individual who has received education concerning sexual assault and forensic examination issues in general. The outside or internal victim advocate shall provide emotional support, crisis intervention, information, and referrals.

- (3) Where evidentiarily or medically appropriate, at no cost to the detainee, and only with the detainee's consent, the facility shall arrange for an alleged victim detainee to undergo a forensic medical examination by qualified health care personnel, including a Sexual Assault Forensic Examiner (SAFE) or Sexual Assault Nurse Examiner (SANE) where practicable. If SAFEs or SANEs cannot be made available, the examination can be performed by other qualified health care personnel.
- (4) As requested by a victim, the presence of his or her outside or internal victim advocate, including any available victim advocacy services offered by a hospital conducting a forensic exam, shall be allowed for support during a forensic exam and investigatory interviews.
- (5) To the extent that the agency is not responsible for investigating allegations of sexual abuse, the agency or the facility shall request that the investigating agency follow the requirements of paragraphs (1) through (4) of this section.

115.22 Policies to ensure investigation of allegations and appropriate agency oversight.

- (1) The agency shall establish an agency protocol, and shall require each facility to establish a facility protocol, to ensure that each allegation of sexual abuse is investigated by the agency or facility, or referred to an appropriate investigative authority.
- (2) The agency shall ensure that the agency and facility protocols required by paragraph (a) of this section, include a description of responsibilities of the agency, the facility, and any other investigating entities; and require the documentation and maintenance, for at least five years, of all reports and referrals of allegations of sexual abuse.
- (3) The agency shall post its protocols on its Web site; each facility shall also post its protocols on its Web site, if it has one, or otherwise make the protocol available to the public.
- (4) Each facility protocol shall ensure that all allegations are promptly reported to the agency as described in paragraphs (5) and (6) of this section, and, unless the allegation does not involve potentially criminal behavior, are promptly referred for investigation to an appropriate law enforcement agency with the legal authority to conduct criminal investigations. A facility may separately, and in addition to the above reports and referrals, conduct its own investigation.
- (5) When a detainee, prisoner, inmate, or resident of the facility in which an alleged detainee victim is housed is alleged to be the perpetrator of detainee sexual abuse, the facility shall ensure that the incident is promptly reported to the Joint Intake Center, the ICE Office of Professional Responsibility or the DHS Office of Inspector General, as well as the appropriate ICE Field Office Director, and, if it is potentially criminal, referred to an appropriate law enforcement agency having jurisdiction for investigation.
- (6) When a staff member, contractor, or volunteer is alleged to be the perpetrator of detainee sexual abuse, the facility shall ensure that the incident is promptly reported to the Joint

Intake Center, the ICE Office of Professional Responsibility or the DHS Office of Inspector General, as well as to the appropriate ICE Field Office Director, and to the local government entity or contractor that owns or operates the facility. If the incident is potentially criminal, the facility shall ensure that it is promptly referred to an appropriate law enforcement agency having jurisdiction for investigation.

TRAINING AND EDUCATION

115.31 Staff training.

- (1) The agency shall train, or require the training of, all employees who may have contact with immigration detainees, and all facility staff, to be able to fulfill their responsibilities under this part, including training on:
 - (a) The agency's and the facility's zero-tolerance policies for all forms of sexual abuse;
 - (b) The right of detainees and staff to be free from sexual abuse, and from retaliation for reporting sexual abuse;
 - (c) Definitions and examples of prohibited and illegal sexual behavior;
 - (d) Recognition of situations where sexual abuse may occur;
 - (e) Recognition of physical, behavioral, and emotional signs of sexual abuse, and methods of preventing and responding to such occurrences;
 - (f) How to avoid inappropriate relationships with detainees;
 - (g) How to communicate effectively and professionally with detainees, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming detainees;
 - (h) Procedures for reporting knowledge or suspicion of sexual abuse; and
 - (i) The requirement to limit reporting of sexual abuse to personnel with a need-to-know in order to make decisions concerning the victim's welfare and for law enforcement or investigative purposes.
- (2) All current facility staff, and all agency employees who may have contact with immigration detention facility detainees, shall be trained within one year of May 6, 2014, and the agency or facility shall provide refresher information every two years.
- (3) The agency and each facility shall document that staff that may have contact with immigration facility detainees have completed the training.

115.32 Other training.

- (1) The facility shall ensure that all volunteers and other contractors (as defined in paragraph (4) of this section) who have contact with detainees have been trained on their responsibilities under the agency's and the facility's sexual abuse prevention, detection, intervention and response policies and procedures.
- (2) The level and type of training provided to volunteers and other contractors shall be based on the services they provide and level of contact they have with detainees, but all volunteers and other contractors who have contact with detainees shall be notified of the agency's and the facility's zero-tolerance policies regarding sexual abuse and informed how to report such incidents.

- (3) Each facility shall receive and maintain written confirmation that volunteers and other contractors who have contact with immigration facility detainees have completed the training.
- (4) In this section, the term *other contractor* means a person who provides services on a non-recurring basis to the facility pursuant to a contractual agreement with the agency or facility.

115.33 Detainee education.

- (1) During the intake process, each facility shall ensure that the detainee orientation program notifies and informs detainees about the agency's and the facility's zero-tolerance policies for all forms of sexual abuse and includes (at a minimum) instruction on:
 - (a) Prevention and intervention strategies;
 - (b) Definitions and examples of detainee-on-detainee sexual abuse, staff-on-detainee sexual abuse and coercive sexual activity;
 - (c) Explanation of methods for reporting sexual abuse, including to any staff member, including a staff member other than an immediate point-of-contact line officer (e.g., the compliance manager or a mental health specialist), the DHS Office of Inspector General, and the Joint Intake Center;
 - (d) Information about self-protection and indicators of sexual abuse;
 - (e) Prohibition against retaliation, including an explanation that reporting sexual abuse shall not negatively impact the detainee's immigration proceedings; and
 - (f) The right of a detainee who has been subjected to sexual abuse to receive treatment and counseling.
- (2) Each facility shall provide the detainee notification, orientation, and instruction in formats accessible to all detainees, including those who are limited English proficient, deaf, visually impaired or otherwise disabled, as well as to detainees who have limited reading skills.
- (3) The facility shall maintain documentation of detainee participation in the intake process orientation.
- (4) Each facility shall post on all housing unit bulletin boards the following notices:
 - (a) The DHS-prescribed sexual assault awareness notice;
 - (b) The name of the Prevention of Sexual Abuse Compliance Manager; and
 - (c) The name of local organizations that can assist detainees who have been victims of sexual abuse.
- (5) The facility shall make available and distribute the DHS-prescribed "Sexual Assault Awareness Information" pamphlet.
- (6) Information about reporting sexual abuse shall be included in the agency Detainee Handbook made available to all immigration detention facility detainees.

115.34 Specialized training: Investigations.

- (1) In addition to the general training provided to all facility staff and employees pursuant to § 115.31, the agency or facility shall provide specialized training on sexual abuse and effective cross-agency coordination to agency or facility investigators, respectively, who conduct investigations into allegations of sexual abuse at immigration detention facilities. All investigations into alleged sexual abuse must be conducted by qualified investigators.

- (2) The agency and facility must maintain written documentation verifying specialized training provided to investigators pursuant to this section.

115.35 Specialized training: Medical and mental health care.

- (1) The agency shall review and approve the facility's policy and procedures to ensure that facility medical staff is trained in procedures for examining and treating victims of sexual abuse, in facilities where medical staff may be assigned these activities.

ASSESSMENT FOR RISK OF SEXUAL VICTIMIZATION AND ABUSIVENESS

115.41 Assessment for risk of victimization and abusiveness.

- (1) The facility shall assess all detainees on intake to identify those likely to be sexual aggressors or sexual abuse victims and shall house detainees to prevent sexual abuse, taking necessary steps to mitigate any such danger. Each new arrival shall be kept separate from the general population until he/she is classified and may be housed accordingly.
- (2) The initial classification process and initial housing assignment should be completed within twelve hours of admission to the facility.
- (3) The facility shall also consider, to the extent that the information is available, the following criteria to assess detainees for risk of sexual victimization:
 - (a) Whether the detainee has a mental, physical, or developmental disability;
 - (b) The age of the detainee;
 - (c) The physical build and appearance of the detainee;
 - (d) Whether the detainee has previously been incarcerated or detained;
 - (e) The nature of the detainee's criminal history;
 - (f) Whether the detainee has any convictions for sex offenses against an adult or child;
 - (g) Whether the detainee has self-identified as gay, lesbian, bisexual, transgender, intersex, or gender nonconforming;
 - (h) Whether the detainee has self-identified as having previously experienced sexual victimization; and
 - (i) The detainee's own concerns about his or her physical safety.
- (4) The initial screening shall consider prior acts of sexual abuse, prior convictions for violent offenses, and history of prior institutional violence or sexual abuse, as known to the facility, in assessing detainees for risk of being sexually abusive.
- (5) The facility shall reassess each detainee's risk of victimization or abusiveness between 60 and 90 days from the date of initial assessment, and at any other time when warranted based upon the receipt of additional, relevant information or following an incident of abuse or victimization.
- (6) Detainees shall not be disciplined for refusing to answer, or for not disclosing complete information in response to, questions asked pursuant to paragraphs (3)(a), (3)(g), (3)(h), or (3)(i) of this section.
- (7) The facility shall implement appropriate controls on the dissemination within the facility of responses to questions asked pursuant to this standard in order to ensure that sensitive

information is not exploited to the detainee's detriment by staff or other detainees or inmates.

115.42 Use of assessment information.

- (1) The facility shall use the information from the risk assessment under § 115.41 of this part to inform assignment of detainees to housing, recreation and other activities, and voluntary work. The agency shall make individualized determinations about how to ensure the safety of each detainee.
- (2) When making assessment and housing decisions for a transgender or intersex detainee, the facility shall consider the detainee's gender self-identification and an assessment of the effects of placement on the detainee's health and safety. The facility shall consult a medical or mental health professional as soon as practicable on this assessment. The facility should not base placement decisions of transgender or intersex detainees solely on the identity documents or physical anatomy of the detainee; a detainee's self-identification of his/her gender and self-assessment of safety needs shall always be taken into consideration as well. The facility's placement of a transgender or intersex detainee shall be consistent with the safety and security considerations of the facility, and placement and programming assignments for each transgender or intersex detainee shall be reassessed at least twice each year to review any threats to safety experienced by the detainee.
- (3) When operationally feasible, transgender and intersex detainees shall be given the opportunity to shower separately from other detainees.

115.43 Protective custody.

- (1) The facility shall develop and follow written procedures consistent with the standards in this subpart for each facility governing the management of its administrative segregation unit. These procedures, which should be developed in consultation with the ICE Enforcement and Removal Operations Field Office Director having jurisdiction for the facility, must document detailed reasons for placement of an individual in administrative segregation on the basis of a vulnerability to sexual abuse or assault.
- (2) Use of administrative segregation by facilities to protect detainees vulnerable to sexual abuse or assault shall be restricted to those instances where reasonable efforts have been made to provide appropriate housing and shall be made for the least amount of time practicable, and when no other viable housing options exist, as a last resort. The facility should assign detainees vulnerable to sexual abuse or assault to administrative segregation for their protection until an alternative means of separation from likely abusers can be arranged, and such an assignment shall not ordinarily exceed a period of 30 days.
- (3) Facilities that place vulnerable detainees in administrative segregation for protective custody shall provide those detainees access to programs, visitation, counsel and other services available to the general population to the maximum extent practicable.
- (4) Facilities shall implement written procedures for the regular review of all vulnerable detainees placed in administrative segregation for their protection, as follows:

- (a) A supervisory staff member shall conduct a review within 72 hours of the detainee's placement in administrative segregation to determine whether segregation is still warranted; and
 - (b) A supervisory staff member shall conduct, at a minimum, an identical review after the detainee has spent seven days in administrative segregation, and every week thereafter for the first 30 days, and every 10 days thereafter.
- (5) Facilities shall notify the appropriate ICE Field Office Director no later than 72 hours after the initial placement into segregation, whenever a detainee has been placed in administrative segregation on the basis of a vulnerability to sexual abuse or assault.

REPORTING

115.51 Detainee reporting.

- (1) The agency and each facility shall develop policies and procedures to ensure that detainees have multiple ways to privately report sexual abuse, retaliation for reporting sexual abuse, or staff neglect or violations of responsibilities that may have contributed to such incidents. The agency and each facility shall also provide instructions on how detainees may contact their consular official, the DHS Office of the Inspector General or, as appropriate, another designated office, to confidentially and, if desired, anonymously, report these incidents.
- (2) The agency shall also provide, and the facility shall inform the detainees of, at least one way for detainees to report sexual abuse to a public or private entity or office that is not part of the agency, and that is able to receive and immediately forward detainee reports of sexual abuse to agency officials, allowing the detainee to remain anonymous upon request.
- (3) Facility policies and procedures shall include provisions for staff to accept reports made verbally, in writing, anonymously, and from third parties and to promptly document any verbal reports.

115.52 Grievances.

- (1) The facility shall permit a detainee to file a formal grievance related to sexual abuse at any time during, after, or in lieu of lodging an informal grievance or complaint.
- (2) The facility shall not impose a time limit on when a detainee may submit a grievance regarding an allegation of sexual abuse.
- (3) The facility shall implement written procedures for identifying and handling time-sensitive grievances that involve an immediate threat to detainee health, safety, or welfare related to sexual abuse.
- (4) Facility staff shall bring medical emergencies to the immediate attention of proper medical personnel for further assessment.
- (5) The facility shall issue a decision on the grievance within five days of receipt and shall respond to an appeal of the grievance decision within 30 days. Facilities shall send all grievances related to sexual abuse and the facility's decisions with respect to such grievances to the appropriate ICE Field Office Director at the end of the grievance process.

- (6) To prepare a grievance, a detainee may obtain assistance from another detainee, the housing officer or other facility staff, family members, or legal representatives. Staff shall take reasonable steps to expedite requests for assistance from these other parties.

115.53 Detainee access to outside confidential support services.

- (1) Each facility shall utilize available community resources and services to provide valuable expertise and support in the areas of crisis intervention, counseling, investigation and the prosecution of sexual abuse perpetrators to most appropriately address victims' needs. The facility shall maintain or attempt to enter into memoranda of understanding or other agreements with community service providers or, if local providers are not available, with national organizations that provide legal advocacy and confidential emotional support services for immigrant victims of crime.
- (2) Each facility's written policies shall establish procedures to include outside agencies in the facility's sexual abuse prevention and intervention protocols, if such resources are available.
- (3) Each facility shall make available to detainees information about local organizations that can assist detainees who have been victims of sexual abuse, including mailing addresses and telephone numbers (including toll-free hotline numbers where available). If no such local organizations exist, the facility shall make available the same information about national organizations. The facility shall enable reasonable communication between detainees and these organizations and agencies, in as confidential a manner as possible.
- (4) Each facility shall inform detainees prior to giving them access to outside resources, of the extent to which such communications will be monitored and the extent to which reports of abuse will be forwarded to authorities in accordance with mandatory reporting laws.

115.54 Third-party reporting.

- (1) Each facility shall establish a method to receive third-party reports of sexual abuse in its immigration detention facilities and shall make available to the public information on how to report sexual abuse on behalf of a detainee.

OFFICIAL RESPONSE FOLLOWING A DETAINEE REPORT

115.61 Staff reporting duties.

- (1) The agency and each facility shall require all staff to report immediately and according to agency policy any knowledge, suspicion, or information regarding an incident of sexual abuse that occurred in a facility; retaliation against detainees or staff who reported or participated in an investigation about such an incident; and any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation. The agency shall review and approve facility policies and procedures and shall ensure that the facility specifies appropriate reporting procedures, including a method by which staff can report outside of the chain of command.
- (2) Staff members who become aware of alleged sexual abuse shall immediately follow the

reporting requirements set forth in the agency's and facility's written policies and procedures.

- (3) Apart from such reporting, staff shall not reveal any information related to a sexual abuse report to anyone other than to the extent necessary to help protect the safety of the victim or prevent further victimization of other detainees or staff in the facility, or to make medical treatment, investigation, law enforcement, or other security and management decisions.

115.62 Protection duties.

- (1) If an agency employee or facility staff member has a reasonable belief that a detainee is subject to a substantial risk of imminent sexual abuse, he or she shall take immediate action to protect the detainee.

115.63 Reporting to other confinement facilities.

- (1) Upon receiving an allegation that a detainee was sexually abused while confined at another facility, the agency or facility whose staff received the allegation shall notify the ICE Field Office and the administrator of the facility where the alleged abuse occurred.
- (2) The notification provided in paragraph (1) of this section shall be provided as soon as possible, but no later than 72 hours after receiving the allegation.
- (3) The agency or facility shall document that it has provided such notification.
- (4) The agency or facility office that receives such notification, to the extent the facility is covered by this subpart, shall ensure that the allegation is referred for investigation in accordance with these standards and reported to the appropriate ICE Field Office Director.

115.64 Responder duties.

- (1) Upon learning of an allegation that a detainee was sexually abused, the first security staff member to respond to the report, or his or her supervisor, shall be required to:
 - (a) Separate the alleged victim and abuser;
 - (b) Preserve and protect, to the greatest extent possible, any crime scene until appropriate steps can be taken to collect any evidence;
 - (c) If the abuse occurred within a time period that still allows for the collection of physical evidence, request the alleged victim not to take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating; and
 - (d) If the sexual abuse occurred within a time period that still allows for the collection of physical evidence, ensure that the alleged abuser does not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating.
- (2) If the first staff responder is not a security staff member, the responder shall be required to request that the alleged victim not take any actions that could destroy physical evidence and then notify security staff.

115.65 Coordinated response.

- (1) Each facility shall develop a written institutional plan to coordinate actions taken by staff first responders, medical and mental health practitioners, investigators, and facility leadership in response to an incident of sexual abuse.
- (2) Each facility shall use a coordinated, multidisciplinary team approach to responding to sexual abuse.
- (3) If a victim of sexual abuse is transferred between DHS immigration detention facilities, the sending facility shall, as permitted by law, inform the receiving facility of the incident and the victim's potential need for medical or social services.
- (4) If a victim is transferred between DHS immigration detention facilities or to a non-DHS facility, the sending facility shall, as permitted by law, inform the receiving facility of the incident and the victim's potential need for medical or social services, unless the victim requests otherwise.

115.66 Protection of detainees from contact with alleged abusers.

- (1) Staff, contractors, and volunteers suspected of perpetrating sexual abuse shall be removed from all duties requiring detainee contact pending the outcome of an investigation.

115.67 Agency protection against retaliation.

- (1) Staff, contractors, and volunteers, and immigration detention facility detainees, shall not retaliate against any person, including a detainee, who reports, complains about, or participates in an investigation into an allegation of sexual abuse, or for participating in sexual activity as a result of force, coercion, threats, or fear of force.
- (2) For at least 90 days following a report of sexual abuse, the agency and facility shall monitor to see if there are facts that may suggest possible retaliation by detainees or staff, and shall act promptly to remedy any such retaliation.

115.68 Post-allegation protective custody.

- (1) The facility shall take care to place detainee victims of sexual abuse in a supportive environment that represents the least restrictive housing option possible (e.g., protective custody), subject to the requirements of § 115.43.
- (2) Detainee victims shall not be held for longer than five days in any type of administrative segregation, except in highly unusual circumstances or at the request of the detainee.
- (3) A detainee victim who is in protective custody after having been subjected to sexual abuse shall not be returned to the general population until completion of a proper re-assessment, taking into consideration any increased vulnerability of the detainee as a result of the sexual abuse.
- (4) Facilities shall notify the appropriate ICE Field Office Director whenever a detainee victim has been held in administrative segregation for 72 hours.

INVESTIGATIONS

115.71 Criminal and administrative investigations.

- (1) If the facility has responsibility for investigating allegations of sexual abuse, all investigations into alleged sexual abuse must be prompt, thorough, objective, and conducted by specially trained, qualified investigators.
- (2) Upon conclusion of a criminal investigation where the allegation was substantiated, an administrative investigation shall be conducted. Upon conclusion of a criminal investigation where the allegation was unsubstantiated, the facility shall review any available completed criminal investigation reports to determine whether an administrative investigation is necessary or appropriate. Administrative investigations shall be conducted after consultation with the appropriate investigative office within DHS, and the assigned criminal investigative entity.
- (3) (a) The facility shall develop written procedures for administrative investigations, including provisions requiring:
 - i. Preservation of direct and circumstantial evidence, including any available physical and DNA evidence and any available electronic monitoring data;
 - ii. (ii) Interviewing alleged victims, suspected perpetrators, and witnesses;
 - iii. (iii) Reviewing prior complaints and reports of sexual abuse involving the suspected perpetrator;
 - iv. (iv) Assessment of the credibility of an alleged victim, suspect, or witness, without regard to the individual's status as detainee, staff, or employee, and without requiring any detainee who alleges sexual abuse to submit to a polygraph;
 - v. (v) An effort to determine whether actions or failures to act at the facility contributed to the abuse; and
 - vi. (vi) Documentation of each investigation by written report, which shall include a description of the physical and testimonial evidence, the reasoning behind credibility assessments, and investigative facts and findings; and
 - vii. (vii) Retention of such reports for as long as the alleged abuser is detained or employed by the agency or facility, plus five years.
- (b) Such procedures shall govern the coordination and sequencing of the two types of investigations, in accordance with paragraph (2) of this section, to ensure that the criminal investigation is not compromised by an internal administrative investigation.
- (4) The agency shall review and approve the facility policy and procedures for coordination and conduct of internal administrative investigations with the assigned criminal investigative entity to ensure non-interference with criminal investigations.
- (5) The departure of the alleged abuser or victim from the employment or control of the facility or agency shall not provide a basis for terminating an investigation.
- (6) When outside agencies investigate sexual abuse, the facility shall cooperate with outside investigators and shall endeavor to remain informed about the progress of the investigation.

DISCIPLINE

115.76 Disciplinary sanctions for staff.

- (1) Staff shall be subject to disciplinary or adverse action up to and including removal from their position and the Federal service for substantiated allegations of sexual abuse or for violating agency or facility sexual abuse policies.
- (2) The agency shall review and approve facility policies and procedures regarding disciplinary or adverse actions for staff and shall ensure that the facility policy and procedures specify disciplinary or adverse actions for staff, up to and including removal from their position and from the Federal service for staff, when there is a substantiated allegation of sexual abuse, or when there has been a violation of agency sexual abuse rules, policies, or standards. Removal from their position and from the Federal service is the presumptive disciplinary sanction for staff who have engaged in or attempted or threatened to engage in sexual abuse, as defined under the definition of sexual abuse of a detainee by a staff member, contractor, or volunteer, paragraphs (a) - (d) and (g) - (h) of the definition of "sexual abuse of a detainee by a staff member, contractor, or volunteer" in § 115.6.
- (3) Each facility shall report all removals or resignations in lieu of removal for violations of agency or facility sexual abuse policies to appropriate law enforcement agencies, unless the activity was clearly not criminal.
- (4) Each facility shall make reasonable efforts to report removals or resignations in lieu of removal for violations of agency or facility sexual abuse policies to any relevant licensing bodies, to the extent known.

115.77 Corrective action for contractors and volunteers.

- (1) Any contractor or volunteer who has engaged in sexual abuse shall be prohibited from contact with detainees. Each facility shall make reasonable efforts to report to any relevant licensing body, to the extent known, incidents of substantiated sexual abuse by a contractor or volunteer. Such incidents shall also be reported to law enforcement agencies, unless the activity was clearly not criminal.
- (2) Contractors and volunteers suspected of perpetrating sexual abuse shall be removed from all duties requiring detainee contact pending the outcome of an investigation.
- (3) The facility shall take appropriate remedial measures, and shall consider whether to prohibit further contact with detainees by contractors or volunteers who have not engaged in sexual abuse, but have violated other provisions within these standards.

115.78 Disciplinary sanctions for detainees.

- (1) Each facility shall subject a detainee to disciplinary sanctions pursuant to a formal disciplinary process following an administrative or criminal finding that the detainee engaged in sexual abuse.
- (2) At all steps in the disciplinary process provided in paragraph (1), any sanctions imposed shall be commensurate with the severity of the committed prohibited act and intended to encourage the detainee to conform with rules and regulations in the future.
- (3) Each facility holding detainees in custody shall have a detainee disciplinary system with progressive levels of reviews, appeals, procedures, and documentation procedure.
- (4) The disciplinary process shall consider whether a detainee's mental disabilities or mental

illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed.

- (5) The facility shall not discipline a detainee for sexual contact with staff unless there is a finding that the staff member did not consent to such contact.
- (6) For the purpose of disciplinary action, a report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred shall not constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation.

MEDICAL AND MENTAL CARE

115.81 Medical and mental health assessments; history of sexual abuse.

- (1) If the assessment pursuant to § 115.41 indicates that a detainee has experienced prior sexual victimization or perpetrated sexual abuse, staff shall, as appropriate, ensure that the detainee is immediately referred to a qualified medical or mental health practitioner for medical and/or mental health follow-up as appropriate.
- (2) When a referral for medical follow-up is initiated, the detainee shall receive a health evaluation no later than two working days from the date of assessment.
- (3) When a referral for mental health follow-up is initiated, the detainee shall receive a mental health evaluation no later than 72 hours after the referral.

115.82 Access to emergency medical and mental health services.

- (1) Detainee victims of sexual abuse shall have timely, unimpeded access to emergency medical treatment and crisis intervention services, including emergency contraception and sexually transmitted infections prophylaxis, in accordance with professionally accepted standards of care.
- (2) Emergency medical treatment services provided to the victim shall be without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.

115.83 Ongoing medical and mental health care for sexual abuse victims and abusers.

- (1) Each facility shall offer medical and mental health evaluation and, as appropriate, treatment to all detainees who have been victimized by sexual abuse while in immigration detention.
- (2) The evaluation and treatment of such victims shall include, as appropriate, follow-up services, treatment plans, and, when necessary, referrals for continued care following their transfer to, or placement in, other facilities, or their release from custody.
- (3) The facility shall provide such victims with medical and mental health services consistent with the community level of care.
- (4) Detainee victims of sexually abusive vaginal penetration by a male abuser while incarcerated shall be offered pregnancy tests. If pregnancy results from an instance of sexual abuse, the victim shall receive timely and comprehensive information about lawful

pregnancy-related medical services and timely access to all lawful pregnancy-related medical services.

- (5) Detainee victims of sexual abuse while detained shall be offered tests for sexually transmitted infections as medically appropriate.
- (6) Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.
- (7) The facility shall attempt to conduct a mental health evaluation of all known detainee-on-detainee abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners.

DATA COLLECTION AND REVIEW

115.86 Sexual abuse incident reviews.

- (1) Each facility shall conduct a sexual abuse incident review at the conclusion of every investigation of sexual abuse and, where the allegation was not determined to be unfounded, prepare a written report within 30 days of the conclusion of the investigation recommending whether the allegation or investigation indicates that a change in policy or practice could better prevent, detect, or respond to sexual abuse. The facility shall implement the recommendations for improvement, or shall document its reasons for not doing so in a written response. Both the report and response shall be forwarded to the Field Office Director, for transmission to the ICE PSA Coordinator.
- (2) The review team shall consider whether the incident or allegation was motivated by race; ethnicity; gender identity; lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status; or gang affiliation; or was motivated or otherwise caused by other group dynamics at the facility.
- (3) Each facility shall conduct an annual review of all sexual abuse investigations and resulting incident reviews to assess and improve sexual abuse intervention, prevention and response efforts. If the facility has not had any reports of sexual abuse during the annual reporting period, then the facility shall prepare a negative report. The results and findings of the annual review shall be provided to the facility administrator and Field Office Director or his or her designee, who shall transmit it to the ICE PSA Coordinator.

115.87 Data collection.

- (1) Each facility shall maintain in a secure area all case records associated with claims of sexual abuse, including incident reports, investigative reports, offender information, case disposition, medical and counseling evaluation findings, and recommendations for post-release treatment, if necessary, and/or counseling in accordance with these standards and applicable agency policies, and in accordance with established schedules.
- (2) On an ongoing basis, the PSA Coordinator shall work with relevant facility PSA Compliance Managers and DHS entities to share data regarding effective agency response methods to sexual abuse.

AUDITS AND COMPLIANCE

115.93 Audits of standards.

- (1) The agency may require an expedited audit if the agency has reason to believe that a particular facility may be experiencing problems relating to sexual abuse. The agency may also include referrals to resources that may assist the facility with PREA-related issues.

ADDITIONAL PROVISIONS IN AGENCY POLICIES

115.95 Additional provisions in agency policies.

- (1) The regulations in this subpart A establish minimum requirements for agencies and facilities. Agency and facility policies may include additional requirements.



Attachment 6: G-391 Data Collection Categories and Descriptions

The below table provides all the data collection categories required by ICE for every ground transportation movement. This data will be collected in the excel-based format provided by the COR upon award and submitted to the COR every month, with every invoice.

Required G-391 Data Collection Categories and Descriptions

This table defines the data collection requirements associated with transportation of aliens by contractor staff for the purpose of completing the monthly G-391 contractor report.

1. Contract Details – This section is filled out by the prime contractor.

- **AOR:** Three letter abbreviation for the Area of Responsibility (e.g., SNA, MIA).
- **Prime Contractor:** Company or Government Agency who was awarded the transportation contract.
- **Contract Number:** The number associated with the awarded contract for transportation services.
- **COR:** The Contracting Officer Representative who is responsible for managing the contract.
- **Time Period:** The beginning and end dates for the time period when trips were collected for this report.
- **Total Monthly Invoice Amount:** The total invoice amount associated with the contract and time period reported.

2. Transportation Activities – This section is filled out by the prime contractor for each movement during the time period.

General

- **Mission Number:** A uniquely identifiable number associated with each transportation movement.
- **Mission Date:** The date that the trip began (MM/DD/YYYY).

Vehicle

- **Vehicle Owner:** Owner of the vehicle used for the mission (e.g. Contractor or the Government).
- **Vehicle Type:** Type of vehicle used to perform the mission (e.g., Sedan, Van, and Bus).
 - Bus - Any vehicle with a passenger seat capacity greater of 25 or greater.
 - Van - Any vehicle with a passenger seat capacity between 6 and 24.
 - SUV / Mini-Van - Any vehicle with a passenger seat capacity between 3 and 5.
 - Sedan - Any vehicle with a passenger seat capacity of 2 or less.
- **Vehicle Number:** Vehicle identification number for the ICE or contractor vehicle used to complete the mission.

Movement

- **Provider:** The name of the company that provided the movement (subcontractor, prime contractor, or ICE if applicable).
- **Movement Type:** See descriptions below:
 - **Air Removal** - Ground transportation of aliens to an airport for final removal via air.
 - **Air Transfer** - Transporting aliens in custody to or from an airport for domestic transfers.
 - **Land Removal** - Ground transportation of aliens to their country of origin for final removal. (e.g., busing or walking aliens into Mexico).
 - **Legal** - Transporting of aliens for legal appointments (i.e. court, lawyer or consulate visits).
 - **Medical** - Transporting detainees to a hospital or clinic for medical reasons.
 - **Ambulatory** - Chasing an ambulance.
 - **Pick Up** - Apprehension of an alien from a non-ICE location. (e.g., pick up from jail / prison).



- **Release** - Transporting aliens that have been released from custody to a U.S. domestic location (i.e. bus terminal).
- **Transfer** - Transporting detainees in ICE custody from one facility to another.
- **Stationary Duty** - Time spent performing detention related guard duties (e.g. front gate guard duty, facility patrols, interview escorts, detainee in/out processing, and other guard duties including remote post duties such as in-patient medical stays).
- **Other** - Transportation for a reason other than moving aliens (e.g. vehicle maintenance, file transfers).
- **Overtime:** Yes/No if overtime was needed for this trip.
- **Total Overtime Hours:** The number of overtime hours for the trip.
- **Contract Officers:** Number of contract staff participating in the mission’s transportation team.
- **ICE Officers:** Number of ICE employees participating in the mission’s transportation team.

Total Aliens Moved

- **Males:** Number of adult males transported.
- **Females:** Number of adult females transported.
- **Transgender:** Number of transgender aliens transported.
- **Juvenile:** Number of juvenile aliens transported.
- **Family Unit:** Yes/No if a family unit was transported.

3. Trip Details – This section is filled out by the prime contractor for each movement during the time period.

Start

- **Start Location:** Location where the trip began.
- **Start Odometer:** The odometer reading of the vehicle before the vehicle leaves the start location.
- **Start Departure Time:** The time (HH:MM) when the vehicle left the start location.
- **Start Pick Up:** The number of aliens in the vehicle at the time of departure.

Stop 1 - 10

- **Stop 1-10 Location:** Location where the stop occurred.
- **Stop 1-10 Odometer:** Odometer reading from the vehicle after arriving at the stop location.
- **Stop 1-10 Arrival Time:** The time (HH:MM) when the vehicle arrived at the stop location.
- **Stop 1-10 Departure Time:** The time (HH:MM) when the vehicle left the stop location.
- **Stop 1-10 Pick Up:** The number of aliens that were picked up at the stop location.
- **Stop 1-10 Drop Off:** The number of aliens that were dropped off at the stop location.

End

- **End Location:** Location where the trip ended.
- **End Odometer:** The odometer reading of the vehicle when the vehicle arrives at the end location.
- **End Arrival Time:** The time (HH:MM) when the vehicle arrived at the end location.
- **End Drop Off:** The number of aliens dropped off at the time of arrival at the end location.

4. Comments – Any comments regarding the trip that are relevant to the invoice or trip details.

~~For Official Use Only~~

SOLICITATION/CONTRACT BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF	PAGES
2. CONTRACT NO. 70CDCR19DIG000015		3. AWARD/EFFECTIVE DATE 7/17/2019	4. SOLICITATION NUMBER	5. SOLICITATION TYPE <input type="checkbox"/> SEALED BIDS (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	6. SOLICITATION ISSUE DATE
7. ISSUED BY ICE/DCR ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6); WASHINGTON DC 20536		8. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> EDWOSB NAICS: SIZE STANDARD:	
9. (AGENCY USE) NO COLLECT CALLS					

10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION)
 SUPPLIES SERVICES

11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE, THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.	12. ADMINISTERED BY ICE/DCR ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6); WASHINGTON DC 20536
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13. CONTRACTOR OFFEROR LASALLE PARISH SHERIFF OFFICE ATTN: (b)(6); (b)(7)(C) PO BOX 70 JENA LA 71342 TELEPHONE NO. (b)(6); (b)(7)(C) DUNS NO. 968795331 <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	14. PAYMENT WILL BE MADE BY DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO-FOD-FNL Williston VT 05495-1620
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15. PROMPT PAYMENT DISCOUNT (b)(4)

16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
 10 U.S.C. 2304 41 U.S.C. 253

17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	DUNS Number: 968795331 COR: (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) @ice.dhs.gov Alternate COR: (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) @ice.dhs.gov Contract Specialist: (b)(6); (b)(7)(C) Continued ...				

23. ACCOUNTING AND APPROPRIATION DATA
See Schedule

24. TOTAL AWARD AMOUNT (FOR GOVERNMENT USE ONLY) (b)(4)

25. 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 CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
(b)(6); (b)(7)(C)

26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
(b)(6); (b)(7)(C)

DATE SIGNED: Scott Franklin Sheriff 07/12/19
NAME OF CONTRACTING OFFICER: (b)(6); (b)(7)(C)
DATE SIGNED: 7/16/2019

NO RESPONSE FOR REASONS CHECKED

<input type="checkbox"/>	CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/>	DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> OTHER (Specify)			
<input type="checkbox"/>	WE DO	<input type="checkbox"/>	WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEMS INVOLVED

NAME AND ADDRESS OF FIRM (Include ZIP Code)	SIGNATURE
	TYPE OR PRINT NAME AND TITLE OF SIGNER

FROM:

AFFIX
STAMP
HERE

TO:
ICE/DCR
ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW (b)(6)
WASHINGTON DC 20536

SOLICITATION NO. _____
DATE AND LOCAL TIME _____

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR19DIG000015

PAGE 3 OF 60

NAME OF OFFEROR OR CONTRACTOR
LASALLE PARISH SHERIFF OFFICE

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
	<p>(b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Contracting Officer: (b)(6); (b)(7)(C)</p> <p>(b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>LaSalle Parish Sheriff's Office: Sheriff Scott Franklin (b)(6); (b)(7)(C)</p> <p>(b)(6); @lasalleso.com</p> <p>Subcontractor (LaSalle Corrections) POC: (b)(6)</p> <p>(b)(6); (b)(7)(C)</p> <p>(b)(6); (b)(7)(C)@aol.com</p> <p>The purpose of 70CDCR19DIG000015 is to establish an Inter-Governmental Service Agreement (IGSA) between the United States Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE) and the La Salle Parish Sheriff's Office for the provision of detention, local transportation and stationary guard services for ICE detainees at the La Salle Correctional Center, 15976 Hwy 165, Olla, LA 71465.</p> <p>-----</p> <p>This action does not obligate any funds. Services shall only be provided when authorized through a funded Task Order.</p> <p>-----</p> <p>The Service Provider shall not accept any instruction that results in a change to the services detailed in this IGSA from an entity or individual other than the Contracting Officer.</p> <p>-----</p> <p>The following documents constitute the complete agreement and are hereby incorporated directly or by reference:</p> <ul style="list-style-type: none"> • Signed Intergovernmental Service Agreement (IGSA) • 2011 Performance-Based National Detention Standards (PBNDS) • Attachment 1 - RESERVED • Attachment 2 - Title 29, Part 4 Labor Standards Continued ... 				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR19DIG000015

PAGE 4 OF 60

NAME OF OFFEROR OR CONTRACTOR
LASALLE PARISH SHERIFF OFFICE

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
	for Federal Service Contracts • Attachment 3 - Wage Determination Number: 2015-5198, Revision 9 Dated 12/26/2018 • Attachment 4 - Quality Assurance Surveillance Plan • 4.A. Performance Requirements Summary • 4.B. Sample Contract Deficiency Report • Attachment 5 - Prison Rape Elimination Act (PREA) Regulations • Attachment 6 - G-391 Data Collection Categories and Descriptions • Attachment 6(a) - G-391 Transportation Data Template • Attachment 7 - Quality Control Plan ----- Period of Performance: 07/17/2019 to 07/16/2024				
0001	Detention Bed Day Rate: (b)(4) per detainee Guaranteed Minimum: (b)(4) bed days Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0002	Escort Services at Regular Rate \$ (b)(4) per hour Escort Services at Overtime Rate \$ (b)(4) per hour Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0003	Stationary Guard at Regular Rate \$ (b)(4) per hour Stationary Guard at Overtime Rate \$ (b)(4) per hour Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
0004	Transportation Mileage (b)(4) : Buses: (b)(4) Vans and sedans: the current GSA transportation mileage rate Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR19DIG000015

PAGE 5 OF 60

NAME OF OFFEROR OR CONTRACTOR
LASALLE PARISH SHERIFF OFFICE

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
0005	<p>Transportation Guards (as needed): (b)(4) per hour Transportation Guard at Overtime Rate \$(b)(4) per hour Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>This procurement is awarded in accordance with FAR 52.232-18 (Subject to Availability of Funds). The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.</p> <p>Performance under this contract has been designated by ICE as necessary for avoidance of imminent threat(s) to the safety of human life or the protection of property and this work is exempt from the restriction under 31 U.S.C. § 1341, Limitations on Expending and Obligating Amounts, Against Creating an Obligation in Advance of Appropriated Funds. Accordingly, despite the fact that appropriated funds are not presently available to make all payments under this task order, the contractor is authorized to perform under the contract; the government will make payments otherwise required by the contract once the Department of Homeland Security is provided appropriated funds for this contract. The Contracting Officer shall notify the contractor immediately upon DHS receiving or failing to receive such appropriated funds and shall make such funds received available for payment under this contract within 10 days.</p> <p>The total amount of award: \$0.00. The obligation for this award is shown in box 24.</p>				

70CDCR19DIG000015
INTERGOVERNMENTAL SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ENFORCEMENT AND REMOVAL OPERATIONS
AND
LaSalle Correctional Center

This Intergovernmental Service Agreement (“Agreement”) is entered into between United States Department of Homeland Security Immigration and Customs Enforcement (“ICE”), and LaSalle Correctional Center, (“**Service Provider**”) for the detention and care of aliens (“**detainees**”). The term “Parties” is used in this Agreement to refer jointly to ICE and the Service Provider.

FACILITY LOCATION:

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

LaSalle Correctional Center
15976 Highway 165
Olla, Louisiana 71465

The following documents constitute the complete agreement and are hereby incorporated directly or by reference:

- Intergovernmental Service Agreement (IGSA)
- 2011 Performance-Based National Detention Standards (PBNDS)
- Pricing received June 11, 2019, incorporated herein by reference
- Attachment 1 - RESERVED
- Attachment 2 - Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 3 - Wage Determination Number: 2015-5198 Rev.-10 Dated 12/26/2018
- Attachment 4 - Quality Assurance Surveillance Plan
 - 4.A. Performance Requirements Summary
 - 4.B. Sample Contract Deficiency Report
- Attachment 5 – Prison Rape Elimination Act (PREA) Regulations
- Attachment 6 – G-391 Data Collection Categories and Descriptions
 - Attachment 6(a) – G-391 Transportation Data Template
- Attachment 7 - Quality Control Plan

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the LaSalle Correction Center and Department of Homeland Security, U.S. Immigration and Customs Enforcement.

ACCEPTED:

U.S. Immigration and Customs Enforcement

Signature: (b)(6); (b)(7)(C)
Date: 7/16/2019

ACCEPTED:

LaSalle Correctional Center
15976 Highway 165
Olla, Louisiana 71465

Signature: (b)(6); (b)(7)(C)
Date: 07/12/19

Intergovernmental Service Agreement (IGSA)

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Article 1. Purpose

- A. Purpose: The purpose of this Inter-Governmental Service Agreement (IGSA) is to establish an Agreement between ICE and the Service Provider for the provision of the necessary physical structure, equipment, facilities, personnel, and services to provide a program of care in a properly staffed and secure environment under the authority of the Immigration and Nationality Act, as amended. All persons in the custody of ICE are “Administrative Detainees.” This term recognizes that ICE detainees are not charged with criminal violations and are only held in custody to ensure their presence throughout the administrative hearing process and to assure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals or other Federal judicial body.

- B. Responsibilities: This Agreement sets forth the responsibilities of ICE and the Service Provider. The Service Provider shall provide all personnel, management, equipment, supplies, and services necessary for performance of all aspects of the Agreement and ensure that the safekeeping, housing, subsistence, medical, and other program services provided to ICE detainees housed in the facility is consistent with ICE’s civil detention authority, the PWS, IGSA requirements and ICE standards referenced in this agreement. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from ICE at the rate prescribed in Article I C.

- C. Rates: This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the bed day rate for (b)(7)(E) detainees. ICE agrees to maintain a minimum population of at least 550 detainees, subject to the provisions contained within this Agreement. ICE will be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the bed day rate.

Bed Day Rate	\$	(b)(4)
* Escort Services at Regular Rate	\$	
* Escort Services at Overtime Rate	\$	
* Stationary Guard at Regular Rate	\$	
* Stationary Guard at Overtime Rate	\$	
* Detainee Work Program Reimbursement	\$	
** Transportation Mileage rate to be in accordance with GSA rates at the time of incurrence		
* See Article 17, ** See Article 16		

If this IGSA contains a population guarantee, ICE will not be liable for any failure to meet the population guarantee if such failure directly results from an occurrence that impairs the ability to use the facility's capacity, and such occurrence arises out of causes beyond the control and without the fault or negligence of ICE. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, freight embargoes, court orders and extraordinarily severe weather. This provision shall become effective only if ICE immediately notifies the Provider of the extent and nature of the occurrence

resulting in the failure and takes all reasonable steps to limit any adverse effects required by the occurrence.

Article 2. General

- A. Commencement of Services: ICE is under no obligation to utilize the facilities identified herein until the need for detention services has been identified, funding has been identified and made available, and the Facility meets ICE requirements, and is in compliance with ICE 2011 Performance-Based National Detention Standards (PBNDS). Therefore, ICE may perform numerous assessments to ensure compliance prior to presenting detainees for housing.

**Should there be a need for a ramp-up plan, the effective start of the plan is from the date of the first detainee presented for housing.*

- B. Funding: The obligation of ICE to make payments to the Service Provider is contingent upon the availability of Federal funds. ICE will neither present detainees to the Service Provider nor direct performance of any other services until ICE has the appropriate funding. Orders will be placed under this Agreement when specific requirements have been identified and funding obligated. Performance under this Agreement is not authorized until the Contracting Officer issues an order in writing. The effective date of the services will be negotiated and specified in this Agreement. The Service Provider shall be prepared to accept detainees immediately upon issuance of task order in accordance with the agreed upon ramp-up plan.

- C. Subcontractors: The Service Provider shall notify and obtain approval from the ICE Contracting Officer if it intends to house ICE detainees in a facility other than the LaSalle Correctional Center. If either the Facility or any future facility is operated by an entity other than the Service Provider, ICE will treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the Contracting Officer's approval before subcontracting the detention and care of detainees to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts. All payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to, a subcontractor. Subcontractors that perform under this agreement are subject to the terms and conditions of this IGSA.

- D. Staffing: 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 COR, for approval prior to implementation. Staffing levels shall not fall below a monthly average of 95% of the approved staffing plan, notwithstanding the requirement of maintaining monthly minimum staffing levels of 95%.

Each month, the contractor shall submit to the COR the current average monthly vacancy rate, and indicate any individual positions that have been vacant more than 120 days. Failure to fill any individual position within 120 days of the vacancy may result in a deduction from the monthly invoice. ICE may calculate the deduction retroactive to day one of the vacancy, excluding the days for ICE's conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted.

- E. Consistent with Law: This is a firm fixed rate Agreement, not a cost reimbursable Agreement. This Agreement is permitted under applicable statutes, regulations, policies and judicial mandates. Any provision of this Agreement contrary to applicable statutes, regulation, policies or judicial mandates is null and void and shall not necessarily affect the balance of the Agreement.

Article 3. Covered Services

- A. Bedspace: The Service Provider shall provide and operate approximately a shared 755 bed adult male civil detention facility. The facility shall be located within appropriate proximity and access to emergency services (medical, fire protection, law enforcement, etc. ICE will be financially liable only for the actual detainee days as defined in Paragraph C of Article 3.
- B. Basic Needs: The Service Provider shall provide ICE detainees with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies and procedures. The types and levels of services shall be consistent with ICE policies and detention standards. If the Service Provider determines that ICE has delivered a person for custody who is under the age of eighteen (18), the Service Provider shall not house that person with adult detainees and shall immediately notify the ICE COR or designated ICE official. ICE will remove the juvenile within seventy-two (72) hours.
- C. Unit of Service and Financial Liability: The unit of service is called a "Bed Day" and is defined as one person per day. The bed day begins on the date of arrival. The Service Provider may bill ICE for the date of arrival but not the date of departure. The Service Provider shall not charge for costs that are not directly related to the housing and detention of detainees. Such unallowable costs include but are not limited to:
- 1) Salaries of elected officials
 - 2) Salaries of employees not directly engaged in the housing and detention of detainees
 - 3) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments unless, those cost are allocated under an approved Cost Allocation Plan
 - 4) Detainee services which are not provided to, or cannot be used by, Federal detainees
 - 5) Operating costs of facilities not utilized by Federal detainees

- 6) Interest on borrowing (however represented), bond discounts, costs of financing/refinancing, except as prescribed by OMB Circular A-87.
- 7) Legal or professional fees (specifically legal expenses for prosecution of claims against the Federal Government, legal expenses of individual detainees or inmates)
- 8) Contingencies

- D. Language Access Services: The Service Provider shall provide language access services, which include interpretation and translation services, for limited English proficient (LEP) detainees. This should be accomplished through professional interpretation and translation or qualified bilingual personnel for necessary communication with detainees who do not read, speak, write, or understand English. Oral interpretation should be provided for detainees who are illiterate. Other than in emergencies, and even then only for that period of time before appropriate language services can be procured, detainees shall not be used for interpretation or translation services. The Service Provider shall also make special provisions for detainees who are illiterate. The Service Provider should utilize commercial phone language interpretive services to ensure fulfillment of this requirement. Upon request, ICE will assist the Service Provider in obtaining interpretation and translation services through a toll free line. The Service Provider shall provide all instructions verbally, either in English or the detainees' language, as appropriate, to detainees who cannot read.
- E. Disability-Related Services: The Service Provider shall comply with Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act of 1990 (Title II), their implementing federal regulations, any other applicable disability-related federal law and state law, and its obligations under ICE 2011 PBNDS. Specifically, the Service Provider shall ensure that its building and transportation services are physically accessible for detainees with disabilities. Also, as required under applicable federal and state law and under ICE 2011 PBNDS, the Service Provider shall provide detainees with disabilities with accommodations, auxiliary aids, and modifications to policies, practices, and/or procedures to allow them an equal opportunity to access, participate in, or benefit from detention programs, services, and activities. The Service Provider shall allow for effective communication with detainees with disabilities through the provision of accommodations and auxiliary aids, such as access to sign language interpretation services, as necessary. In addition, deaf detainees shall have access to a TTY telephone and to sign language interpretation services.
- F. Escort and Transportation Services: The Service Provider shall provide, upon request and as scheduled by ICE, necessary escort and transportation services for ICE detainees to and from designated locations. Escort services shall be required for escorting detainees to court hearings; escorting detainees who are witnesses to the courtroom and staged with the ICE Judge during administrative proceedings. Transportation Services shall be performed by (b)(7)(E) qualified sworn law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and authorities.

- G. No ICE Liability for Failure to Meet Minimum Guarantee: ICE will not be liable for any failure to meet the minimum or population guarantee if such failure results directly from an occurrence that impairs the ability of ICE to use the facility's capacity, and such occurrence arises out of causes beyond the control and without the fault or negligence of ICE. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, freight embargoes, court orders and extraordinarily severe weather. This provision becomes effective only if ICE immediately notifies the Provider of the extent and nature of the occurrence resulting in the failure and takes all reasonable steps to limit any adverse effects required by the occurrence.

Article 4. Receiving and Discharging Detainees

- A. Required Activity: The Service Provider shall receive and discharge detainees only to and from properly identified ICE/ERO personnel or other properly identified Federal law enforcement officials with prior authorization from ICE/ERO. Presentation of U.S. Government identification will constitute "proper identification." The Service Provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week. ICE will furnish the Service Provider with reasonable notice of receiving and discharging detainees. The Service Provider shall ensure positive identification and recording of detainees and ICE officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty ICE officers.
- B. Emergency Situations: ICE detainees shall not be released from the Facility into the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.
- C. Restricted Release of Detainees: The Service Provider shall not release ICE detainees from its physical custody to any persons other than those described in Paragraph A of Article IV for any reason, except for either medical, other emergency situations, or in response to a federal writ of habeas corpus. If an ICE detainee is sought for federal, state, or local proceedings, only ICE may authorize release of the detainee for such purposes. The Service Provider shall contact the ICE COR or designated ICE official immediately regarding any such requests.
- D. Safe Release: The time, point and manner of release from a facility shall be consistent with safety considerations and shall take into account special vulnerabilities. Facilities that are not within a reasonable walking distance of, or that are more than one mile from, public transportation shall transport detainees to local bus/train/subway stations prior to the time the last bus/train leaves such stations for the day. If public transportation is within walking distance of the detention facility, detainees shall be provided with an information sheet that gives directions to and describes the types of transportation services available. However, facilities must provide transportation for any detainee who is not reasonably able to walk to public transportation due to age, disability, illness, mental health or other vulnerability, or as a result of weather or other environmental conditions at the time of release that may endanger the health or safety of the detainee. Upon release, detainees shall also be provided with a list of shelter services available in

the immediate area along with directions to each shelter. Prior to their release, detainees shall be given the opportunity to make a free phone call to a friend or relative to arrange for pick up from the facility. As practicable, detainees shall be provided with a laundered set of their own clothing, or one set of non-institutional clothing and footwear, weather appropriate, for their final destination.

- E. Service Provider Right of Refusal. The Service Provider retains the right to refuse acceptance of any detainee if such refusal is supported by a valid justification and agreed to by the COR. Examples of such justification are: any detainee exhibiting violent or disruptive behavior, or any detainee found to have a medical condition that requires medical care beyond the scope of the Service Provider's health care provider. In the case of a detainee already in custody, the Service Provider shall notify ICE and request such removal of the detainee from the Facility. The Service Provider shall allow ICE reasonable time to make alternative arrangements for the detainee.
- F. Emergency Evacuation: In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate ICE detainees in the same manner, and with the same safeguards, as it employs for persons detained under the Service Provider's authority. The Service Provider shall notify the ICE COR or designated ICE official within two (2) hours of evacuation.

Article 5. ICE Performance-Based National Detention Standards and Other Applicable Standards

- A. The Service Provider shall house detainees and perform related detention services at a minimum in accordance with the 2011 edition of ICE Performance Based National Detention Standards (PBNDS) unless otherwise specified in this agreement. The complete set of standards applicable to this procurement is available from the following website: <http://www.ice.gov/detention-standards/2011/> and are incorporated herein. ICE Inspectors will conduct periodic inspections of the Facility to assure compliance with the ICE PBNDS.
- B. If a change in the standards identified herein results in a documentable financial impact to the Service Provider, the Service Provider must notify the Contracting Officer within five (5) days of receipt of the change and request either 1) a waiver to the Standards or, 2) to negotiate a change in per diem.
- C. The Facility's operation shall reflect the 2011 PBNDS Expected Outcomes and Practices. Where mandatory requirements are expressed, innovation is encouraged to achieve the optimal levels to further the goals of detention reform.
- D. The Service provider shall also comply with the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, National Commission on Correctional Health Care (NCCHC). Some ACA standards are augmented by ICE Policy and/or procedure. The Service Provider shall also comply with the requirements of Subpart A of

the U.S. Department of Homeland Security Regulation titled “*Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities*,” title 6 Code of Federal Regulation (C.F.R.) part 115 (DHS PREA)/79 Fed. Reg. 13100 (Mar. 7, 2014), and Attachment 5 to this agreement. If any requirements of the DHS PREA standards conflict with the terms of the 2011 PBNDS, the DHS PREA standards shall prevail.

- E. In cases where other standards conflict with ICE Policy or Standards, ICE Policy and Standards will prevail.

Article 6. Medical Services

- A. If it is determined that ICE Health Service Corps will not provide direct patient care services at this location then; the Service Provider shall be responsible for providing health care services for ICE detainees at the Facility in accordance with the 2011 PBNDS and/or the ICE Family Residential Standards, including but not limited to; intake arrival screening, infectious disease screening and treatment, emergent, acute and chronic care, on-site sick call, dental services, and mental health services. Also required is over-the-counter and prescription medications per the current ICE Health Service Corps (IHSC) Formulary along with all required vaccinations per the CDC recommendations and IHSC policy for certain populations. On site routine labs and CLIA waived testing (see attached appendix) will be a requirement of the Service Provider. Off-site labs must be approved through the Medpar system and will be paid for by IHSC. Medical supplies will also be provided at no additional cost to the government or the ICE detained alien. All of the above costs will be included in the bed day rate for this contract.

The exception would be any approved prescription medications that must be filled at a retail pharmacy location, to include; approved non-formulary meds, or any approved newly marketed med not currently available at the on-site pharmacy, as well as durable medical equipment identified as necessary by a medical provider. The mechanism for payment for retail purchases of medications and durable medical equipment will be made available through the IHSC Field Medical Coordinator (FMC).

- B. In the event of a medical emergency, the Service Provider shall proceed immediately to provide necessary emergency medical treatment, including initial on-site stabilization and off-site transport, if needed. The Service Provider shall notify ICE immediately regarding the nature of the transferred detainee’s illness or injury and the type of treatment provided. The cost of all emergency medical services provided off-site will be the responsibility of ICE Health Service Corps (IHSC). At no time shall the Service Provider or detainee incur any financial liability related to such services. The primary point of contact for obtaining pre-approval for non-emergent care as well as the post approval for emergent care will be the IHSC FMC assigned to this location.
- C. The Service Provider shall furnish a twenty-four (24) hour/seven day per week emergency medical care contact list which must include local hospitals and other offsite service providers. The Service Provider shall ensure they have access to an offsite emergency medical provider at all times.

- D. The Service Provider must make available a facility emergency evacuation procedure guide that includes any patients currently housed in a medical/mental health housing area including any isolation rooms as well as other special housing areas within the facility. The service provider must provide training on all emergency plans to the on site medical staff.
- E. A true copy of a detainee's medical records shall be transferred with the detainee upon request of the detainee. Otherwise a medical transfer summary shall accompany the detainee outlining necessary care during transit that includes current medications, medical precautions, tuberculosis testing and evaluation status, equipment needed, and appropriately authorized methods of travel.
- F. The Service Provider shall ensure that all health care providers utilized for ICE detainees hold current licenses, certifications, and/or registrations within the State and/or City where they treat our detained population. The Service Provider shall retain, at a minimum, staffing levels as approved by IHSC at the time of implementation of this contract.
- G. The Service Provider shall furnish onsite health care under this Agreement as defined by the Facility Local Health Authority (usually the Health Administrator) and as approved by the ICE Health Authority on the effective date of this Agreement. The Service Provider shall not charge any ICE detainee a fee or co-payment for medical services or treatment provided at the Facility. The Service Provider shall ensure that ICE detainees receive no lower level of onsite medical care and services than those it provides to local inmates, and as spelled out in 2011 PBNDS.
- H. Onsite health care personnel shall perform **initial medical screening** within (12) hours of arrival to the Facility. Arrival screening shall include, at a minimum, all questions captured on the IHSC 795-A or equivalent. Required testing for TB infection and/or disease using any Food and Drug Administration (FDA) approved method, and recording the history of past and present illnesses (mental and physical, dental, pregnancy status, history of substance abuse, screening questions for other infectious disease, and current health status). Initial screening will also contain height, weight, and a complete set of vital signs (BP, P, T). Blood sugar and O2 readings may be necessary dependent upon specified diagnosis or current medical concern.
- I. The Service Provider shall furnish mental health evaluations as determined by the Facility local health authority and in accordance with detention, 2011 PBNDS, National Commission on Correctional Health Care (NCCHC), and ACA standards with the expectation to provide custody oversight and medication as needed.
- J. **A full health assessment to include a history and hands on physical examination shall be completed within the first 14 days of detainee arrival unless the clinical situation dictates an earlier evaluation.** Detainees with chronic medical and/or mental health conditions shall receive prescribed treatment and follow-up care with the

appropriate level of provider and in accordance with the PBNDS 2011, the Family Residential Standards, National Commission on Correctional Health Care (NCCHC) and American Correctional Association Standards based on which standards are applicable under this agreement. In addition, **any juvenile (pediatric or adolescent) seen for a scheduled medical, dental or mental health appointment will have a weight, blood pressure, temperature, and pulse taken and recorded in the record.** This does not include the weekly mental health wellness check conducted for each juvenile.

- K. If the Service Provider determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, serious contagious disease, condition needing life support, uncontrollable violence, or serious mental health condition), the Service Provider shall notify ICE through the Field Office representative. Upon such notification, the Service Provider shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.
- L. The Service Provider shall release any and all medical information for ICE detainees to the IHSC representatives upon request.

The Service Provider shall submit a Medical Payment Authorization Request (MedPAR) to IHSC for payment for off-site medical care (e.g. offsite lab testing, eyeglasses, prosthetics, hospitalizations, emergency visits). The Service Provider shall enter payment authorization requests electronically as outlined in the MedPAR User Guide: <https://medpar.ehr-icehealth.org/>.

- M. The Health Authority of the Service Provider shall notify the ICE contact and/or FMC as soon as possible if emergency care was obtained off site; and in no case more than seventy-two (72) hours after detainee is in receipt of such care. Authorized payment for all offsite medical services for the initial emergency need and for medical and/or mental health care required beyond the initial emergency situation will be made by the Veterans Administration Franchise Service Center (VA FSC) on behalf of IHSC directly to the medical provider(s).

IHSC VA Financial Services Center
PO Box 149345
Austin, TX 78714-9345
Phone: (800) 479-0523
Fax: (512) 460-5538

- N. The Service Provider shall allow IHSC Field Medical Coordinators, Managed Care Coordinators or any ICE personnel reasonable access to its facility and medical records of ICE detainees for the purpose of liaison activities with the local IGSA Health Authority and associated Service Provider departments in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i).
- O. The Service Provider shall provide ICE detainee medical records to ICE whether created by the Service Provider or its sub-Service Provider/vendor upon request from the

Contracting Officer's Representative or Contracting Officer in accordance with HIPAA privacy exception at 45 C.F.R. §§ 164.512 (k)(5)(i), which allows disclosure without consent to a correctional institution or a law enforcement official having lawful custody of an inmate or other individual if the correctional institution or such law enforcement official represents that such protected health information is necessary for:

- a. The provision of health care to such individuals;
- b. The health and safety of such individual or other inmates;
- c. The health and safety of the officers or employees of or others at the correctional institution;
- d. The health and safety of such individuals and officers or other persons responsible for the transporting of inmates or their transfer from one institution, facility, or setting to another;
- e. Law enforcement on the premises of the correctional institution;
- f. The administration and maintenance of the safety, security, and good order of the correctional institution; and
- g. Conducting a quality improvement / quality of care review consistent with an established quality improvement (medical quality management) program and interfacing with the IHSC quality improvement program consistent with federal, state, and local laws.

P. Tuberculosis Screening

The Service Provider will perform TB screening as part of the routine intake screening, within 12 hours of detainee admission, early detection of any detainee suspected of having TB disease. TB screening will include, at a minimum, TB symptom screening and testing for TB infection and/or disease using any Food and Drug Administration (FDA) approved method. Detainees who have symptoms suggestive of TB disease will be immediately placed in an airborne infection isolation room and promptly evaluated for suspected TB disease. Detainees who are initially tested using a test for TB infection [TB skin test (TST) or interferon gamma release assay (IGRA)] and result with a TST interpretation or IGRA positive for TB infection and no symptoms suggestive of TB disease must be evaluated with a chest radiograph within 5 days after the TST is interpreted or IGRA result is received.

Detainees who are identified with confirmed or suspected active TB (e.g., symptoms suggestive of TB or chest radiograph suggestive of TB) will be placed in a functional airborne infection isolation room and managed in accordance with the PBNDS and all applicable CDC guidelines: <http://www.cdc.gov/tb/publications/guidelines/default.htm>. It is not necessary to house detainees separately from the general population unless there is clinical or radiographic evidence suggestive of TB disease. If chest x-rays are performed on-site, they will be performed by a trained and qualified health care provider and interpreted by a credentialed radiologist. There will be a non-punitive process in place for detainees who refuse the screening assessment for TB.

The Service Provider will notify IHSC and the local health department of all detainees with confirmed or suspected TB disease, including detainees with clinical or radiographic evidence suggestive of TB. Notification shall occur within one working day of identifying a detainee with confirmed or suspected TB disease. Notification to local health departments shall identify the detainee as being in ICE custody and shall include the alien number with other identifying information. For detainees with confirmed or suspected TB disease, the Service Provider will coordinate with IHSC and the local health department prior to release to facilitate release planning and referrals for continuity of care.

The service provider will evaluate detainees annually for symptoms, consistent with TB, within one year of the previously documented TB evaluation. For detainees initially screened with a TST or IGRA with a negative result, annual evaluation will include testing with the same method as previously used. For detainees initially evaluated with a chest radiograph interpreted as not suggestive of TB disease, routine annual chest radiograph is not recommended.

Q. Radiology Service Provider

If the service provider utilizes tele-radiology for Tuberculosis screening, the requirement should be built into the established bed day rate for this IGSA.

R. Airborne precautions

In order to prevent the spread of airborne infectious disease or cross contamination of zones within the facility, the HVAC system in the intake screening area will be designed to exhaust to the exterior and prevent air exchange between the intake screening area and any other area within the facility (see CDC guidelines <http://www.cdc.gov/tb/publications/guidelines/Correctional.htm>).

Other areas of concern:

Language Access – The Service Provider is responsible for providing meaningful access to all programs and services (e.g. medical, intake, classification, sexual assault reporting) for individuals with limited English proficiency. This should be accomplished through professional interpretation and translation or qualified bilingual personnel for necessary communication with residents who do not speak or understand English. Oral interpretation should be provided for residents who are illiterate. Other than in emergencies, and even then only for that period of time before appropriate language services can be procured, residents shall not be used for interpretation or translation services. The Service Provider should utilize commercial phone language interpretive services to ensure fulfillment of this requirement. Telephones that can be used for this purpose must be available in each classroom.

It is the obligation of the Service Provider that residents with disabilities (e.g. physical, mental, intellectual, developmental) are housed/served in the least restrictive environment

and that reasonable modifications be provided to allow individuals with disabilities to have equal opportunity to participate in programs and services. The Service Provider will use auxiliary aids and necessary assistive devices for residents who because of a disability need additional communication support.

Employee Health:

Employee health files for each employee must be maintained on site, in a locked cabinet by the Health Services Administrator or the employer's designee. Health files are maintained in accordance with DHS and ICE Privacy Policies and the Privacy Act of 1974 and contain the following documents:

- a. Initial and annual TB infection screening results.
- b. Vaccination records including results, titers, and Immunization Declination Form(s).
- c. OSHA 301 Incident forms.
- d. Blood borne pathogen exposure documentation.
- e. Annual respirator medical clearance.
- f. Fit test results.
- g. Other employee health documents.

The Service Provider may initiate employment of an individual who has initiated the required vaccines and the individual may be hired and begin performing work on the contract as long as they meet all subsequent booster dates until fully vaccinated.

All contract personnel must provide documentation regarding the following:

1. History of testing for tuberculosis (TB) within the last 12 months:
 - a. Chest x-ray if employee has a history of LTBI, treatment history for LTBI or TB disease, if applicable; and
 - b. Additionally, on an annual basis and at own expense, contractor shall provide a current TST or IGRA test result if the employee previously tested negative for LTBI, evaluation for TB symptoms if the employee previously tested positive for LTBI, and follow up as appropriate in accordance with Centers for Disease Control and Prevention (CDC) guidelines.

2. Hepatitis B

The Occupational Safety and Health Administration (OSHA) Blood-borne Pathogens (BBP) Standard requires employers to provide employees at risk of occupational exposure to blood and other potentially infectious material (OPIM) with the Hepatitis B vaccination series. Health staff must do one of the following:

- a. Complete the Hepatitis B vaccination series; and provide documentation of the vaccination series or titer results that confirm immunity to HBV; or
- b. Refuse the vaccination series for medical reasons and complete the Immunization Declination Form.

Highly recommended vaccinations for custody staff in the detention environment; Custody workers are considered to be at significant risk for acquiring or transmitting Hepatitis B, measles, mumps, rubella, varicella and seasonal influenza. All of these diseases are vaccine-preventable. Therefore, the following vaccinations are highly recommended for custody staff. If staff decline or refuse any of these recommended vaccines, an Immunization Declination Form is required.

- a. Hepatitis A;
- b. Hepatitis B;
- c. Varicella;
- d. Measles, Mumps, Rubella (MMR);
- e. Diphtheria, tetanus, a-cellular pertussis (DTAP); and
- f. Annual seasonal influenza.

Custody staff will provide immunization documentation or titer results to the Health Services Administrator or the employer's designee for placement in the employee health file. CDCs Immunization of Health-Care Workers: Recommendations of the Advisory Committee on Immunization Practices (ACIP) and the Hospital Infection Control Practices Advisory Committee (HICPAC)

Article 7. Employment Screening Requirements

FOR SHARED FACILITIES AND/OR COUNTY OWNED AND OPERATED FACILITIES

- A. General. The Service Provider shall certify to the Contracting Officer that any employees performing under this Agreement, who have access to ICE detainees, will have successfully completed an employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.
- B. Employment Eligibility. Each employee working on this contract shall successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by USCIS to establish work authorization.

The E-Verify system, formerly known as the Basic Pilot/Employment Eligibility Verification Program, is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating

employers to electronically verify the employment eligibility of their newly hired employees. E-Verify represents the best means currently available for employers to verify the work authorization of their employees.

Each employee working on this contract shall have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any subcontractor(s) and their employees.

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

- C. Security Management. The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual shall interface with the OPR-PSU through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

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

Article 8. Period of Performance

This Agreement becomes effective upon the date of final signature by the ICE Contracting Officer and the authorized signatory of the Service Provider and will remain in effect for a period not to exceed 60 months unless extended by bi-lateral modification or terminated in writing by either party. Either party must provide written notice of intention to terminate the agreement, 120 days in advance of the effective date of formal termination, or the Parties may agree to a shorter period under the procedures prescribed in Article 11. If this Agreement is terminated by either party under this Article, ICE will be under no financial obligation for any costs after the date of termination. The Service Provider will only be paid for services provided to ICE up to and including the day of termination.

Article 9. Inspections, Audit, Surveys, and Tours

- A. Facility Inspections: The Service Provider shall allow ICE or an entity or organization approved by ICE to conduct inspections of the Facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by ICE. No notice to the Service Provider is required prior to an inspection. ICE will share findings of the inspection with the Service Provider's Facility Administrator. The

Inspection Report will state any improvements to facility operation, conditions of confinement, and level of service that will be required by the Service Provider.

- B. ICE will not house detainees in any facility that has received two consecutive overall ratings of less than acceptable. Upon notice that the second overall rating is less than acceptable, ICE will remove all detainees from the Facility within seven (7) calendar days. Any minimum guarantee stated elsewhere in this Agreement is no longer applicable if detainees are removed as a result of two overall ratings less than acceptable. No further funds will be obligated and no further payments will be made.
- C. Possible Termination: If the Service Provider, after being afforded reasonable time to comply, fails to remedy deficient service identified through an ICE inspection, ICE may terminate this Agreement without regard to any other provisions in this Agreement.
- D. Share Findings: The Service Provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources. The Service Provider shall cooperate fully with the Detention Service Manager (DSM).
- E. Access to Detainee and Facility Records: The Service Provider shall, upon request, grant ICE access to any record in its possession, regardless of whether the Service Provider created the record, concerning any detainee held pursuant to this Agreement. This right of access includes, but is not limited to, incident reports, records relating to suicide attempts, and behavioral assessments and other records relating to the detainee's behavior while in the Service Provider's custody; provided, however that access to medical and mental health record information be provided in accordance with Article VI. Furthermore, the Service Provider shall retain all records where this right of access applies for a period of two (2) years from the date of the detainee's discharge from the Service Provider's custody. This right of access specifically applies to all inspections and other Facility reports.

Article 10. Modifications and Disputes

- A. Modifications: Actions other than those designated in this Agreement will not bind or incur liability on behalf of either Party. Either Party may request a modification to this Agreement by submitting a written request to the other Party. A modification will become a part of this Agreement only after the ICE Contracting Officer has approved the modification in writing.
- B. Change Orders:
 - 1. The Contracting Officer may at any time, by written order, and without notice to the Service Provider, make changes within the general scope of this Agreement in any one or more of the following:
 - (a) Description of services to be performed, including revisions to the applicable Detention Standards.

(b) Place of performance of the services.

2. If any such change causes an increase or decrease in the cost of the services under the Agreement, the Contracting Officer will make an equitable adjustment in the agreement price and will modify the Agreement accordingly.
3. The Service provider must assert its right to an adjustment under this Article within 30 days from the date of receipt of the written order including a proposal addressing the cost impacts and detailed supporting data.
4. If the Service Provider's proposal includes costs that are determined unreasonable and/or unsupported, as determined by the Contracting Officer, the Contracting Officer will disallow those costs when determining a revised rate, if any.
5. Failure to agree to any adjustment will be a dispute under the Disputes section of the Agreement. However, nothing in this Article excuses the Service Provider from proceeding with the Agreement as changed.

C. Disputes: The ICE Contracting Officer and the authorized signatory of the Service Provider will settle disputes, questions and concerns arising from this Agreement. Settlement of disputes will be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the Service Provider. In the event a dispute is not able to be resolved between the Service Provider and the ICE Contracting Officer, the ICE Contracting Officer will make the final decision. If the Service Provider does not agree with the final decision, the matter may be appealed to the ICE Head of the Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The Service Provider shall proceed diligently with performance of this Agreement pending final resolution of any dispute.

Article 11. Adjusting the Bed Day Rate

ICE will reimburse the Service Provider at the fixed detainee bed day rate shown in Article I paragraph C. The Service Provider may request a rate adjustment no less than thirty-six (36) months after the effective date of the Agreement unless required by law (see Article 19). After thirty-six (36) months, the Service Provider may request a rate by submitting a new Jail Services Cost Statement with a summary of the rate adjustment, break-out of the requested increase amount, and back-up documentation necessary to support the request. The Parties agree to base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, federal procurement laws, regulations, and standards in arriving at the bed day rate. If ICE does not receive an official request for a bed day rate adjustment that is supported by the information provided, the fixed bed day rate as stated in this Agreement will be in place indefinitely.

ICE reserves the right to audit the actual and/or prospective costs upon which the rate adjustment is based. All rate adjustments are prospective. As the bed day rate is fixed, there are no retroactive adjustment(s).

Article 12. Enrollment, Invoicing, and Payment

- A. Enrollment in Electronic Funds Transfer: The Service Provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). The Service Provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form <http://www.fms.treas.gov/pdf/3881.pdf>. The Service Provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this Agreement. If the EFT data changes, the Service Provider shall be responsible for providing updated information to the ICE payment office.
- B. Consolidated Invoicing: The Service Provider shall submit an original monthly itemized invoice within the first ten (10) working days of the month following the calendar month when it provided the services via one of the following three methods:

- 1. By mail:

DHS, ICE
Burlington Finance Center
P.O. Box 1620
Williston, VT 05495-1620
Attn: ICE-ERO-FOD-XXX

- 2. By fax: (include a cover sheet with point of contact and number of pages)

802-288-7658

- 3. By e-mail:

(b)(7)(E)@dhs.gov

Invoices submitted by other than these three methods will be returned. The Service Provider's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and shall be notated on every invoice submitted to ICE to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.

Each invoice submitted shall contain the following information:

- 1. Name and address of the Facility;
- 2. Invoice date and number;
- 3. Agreement number, line item number and, if applicable, the Task Order number;

4. Terms of any discount for prompt payment offered;
5. Name, title, and phone number of person to notify in event of defective invoice;
6. Taxpayer Identification Number (TIN).
7. Total number of bed days; total number of miles.
8. Bed day rate;
9. Number of bed days multiplied by the bed day rate;
10. Name of each detainee;
11. Resident's/detainee's A-number;
12. Specific dates of detention for each resident/detainee;
13. An itemized listing of all other charges;
14. For stationary guard services, the itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was guarded.
15. For Mileage, the itemized monthly invoice shall include a copy of the GSA webpage that shows the mileage rate being applied for that invoice.

Items 1 through 14 above shall be included in the invoice. Invoices without the above information may be returned for resubmission.

- C. Payment: ICE will transfer funds electronically through either an Automated Clearing House subject to the banking laws of the United States, or the Federal Reserve Wire Transfer System. The Prompt Payment Act applies to this Agreement. The Prompt Payment Act requires ICE to make payments under this Agreement the thirtieth (30th) calendar day after the Burlington Finance Office receives a complete invoice. Either the date on the Government's check, or the date it executes an electronic transfer of funds, constitutes the payment date. The Prompt Payment Act requires ICE to pay interest on overdue payments to the Service Provider. ICE will determine any interest due in accordance with the Prompt Payment Act provided the Service Provider maintains an active registration in Central Contractor Registration (CCR) and all information is accurate.

Article 13. ICE Furnished Property

- A. ICE Property Furnished to the Service Provider: ICE may furnish Federal Government property and equipment to the Service Provider. Accountable property remains titled to ICE and shall be returned to the custody of ICE upon termination of the Agreement. The suspension of use of bed space made available to ICE is agreed to be grounds for the recall and return of any or all ICE furnished property.
- B. Service Provider Responsibility: The Service Provider shall not remove ICE property from the Facility without the prior written approval of ICE. The Service Provider shall report any loss or destruction of any ICE property immediately to ICE.

Article 14. Hold Harmless Provisions

Unless specifically addressed by the terms of this Agreement, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees.

- A. Service Provider Held Harmless: ICE liability for any injury, damage or loss to persons or property arising in the performance of this Agreement and caused by the negligent or tortuous conduct of its own officers, employees, and other persons provided coverage pursuant to federal law is governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.*(FTCA). Compensation for work related injuries for ICE's officers, employees and covered persons is governed by the Federal Employees Compensation Act (FECA). ICE agrees to the extent permitted under Federal law, to waive all claims and causes of action it may have against the Service Provider for any injury, damage or loss to the Government, not otherwise provided for in this agreement, as a result of claims paid or judgments incurred under either the FTCA or FECA. The Service Provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which Service Provider is notified.
- B. Federal Government Held Harmless: Service Provider liability for any injury, damage or loss to persons or property arising out of the performance of this Agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the applicable State tort claims act. ICE will promptly notify the Service Provider of any claims filed against any of Service Provider's employees of which ICE is notified. The Federal Government will be held harmless for any injury, damage or loss to persons or property caused by a Service Provider employee arising in the performance of this Agreement.
- C. Defense of Suit: In the event a detainee files suit against the Service Provider contesting the legality of the detainee's incarceration by ICE under this Agreement and/or immigration/citizenship status, or a detainee files suit as a result of an administrative error or omission of the Federal Government, ICE will request that the Department of Justice, as appropriate, move either to have the Service Provider dismissed from such suit; to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE will request that the Department of Justice be responsible for the defense of any suit on these grounds.
- D. ICE Recovery Right: The Service Provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request of the Contracting Officer, the Service Provider shall furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

Article 15. Financial Records

- A. Retention of Records: All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the Service Provider for three (3) years for purposes of federal

examinations and audit. The three (3) year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.

- B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, have the right of access to any pertinent books, documents, papers or other records of the Service Provider or its subcontractors, which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.
- C. Delinquent Debt Collection: ICE will hold the Service Provider accountable for any overpayment, or any breach of this Agreement that results in a debt owed to the Federal Government. ICE will apply interest, penalties, and administrative costs to a delinquent debt owed to the Federal Government by the Service Provider pursuant to the Debt Collection Improvement Act of 1982, as amended.

Article 16. Transportation

- A. All transportation of ICE detainees shall be conducted in accordance with the ICE 2011 PBNDS. Except in emergency situations females may not be transported by bus for more than ten hours. Furthermore, except in emergency situations, a single officer may not transport a single detainee of the opposite gender and if there is an expectation that a pat search will occur during transport, an officer of the same gender as the detainee(s) must be present.
- B. In the event of transportation services involving distances that exceed a twelve (12) hour workday to complete, the Service Provider shall be reimbursed for related costs of lodging and meals commensurate with the U.S. General Services Administration rates for such within the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed at the applicable overtime rate for the transportation officer position specified in Article I. C., Rates. Overnight lodging resulting from transportation services shall be approved in advance by the COR or designated ICE official. All transportation services shall be accomplished in an appropriate and economical manner.
- C. The Service Provider personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those Service Provider personnel provided in the other areas of this Agreement. Transportation officers shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and the state Department of Motor Vehicles (DMV) (or Motor Vehicles Department (MVD)) Medical Certification.

- D. Transport/Escort/Stationary Services Rate: The Service Provider agrees, upon request of ICE in whose custody an ICE detainee is held, to provide all such ground transportation/escort/stationary services as may be required to transport detainees securely, in a timely manner, to locations as directed by the ICE COR or designated ICE official. (b)(7)(E) qualified law enforcement or correctional officer personnel employed by the Service Provider under their policies, procedures and practices shall perform transport services. As written above, except in emergency situations females may not be transported by bus for more than ten hours. Furthermore, except in emergency situations, a single officer may not transport a single detainee of the opposite gender and if there is an expectation that a pat search will occur during transport, an officer of the same gender as the detainee(s) must be present.
- E. Medical/Legal Transportation: The Service Provider shall provide transportation and escort guard services for ICE detainees to and from a medical facility for outpatient care and attending off-site court proceedings. An officer or officers shall keep the detainee under constant supervision twenty-four (24) hours per day until the detainee is ordered released from the hospital, or at the order of the COR. The number of escorts will be determined by the COR. The Service Provider agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control.
- F. The Service Provider shall, upon order of the COR, or upon its own decision in an urgent medical situation with notification to the COR immediately thereafter, transport a detainee to a hospital location. An officer(s) shall keep the detainee under supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COR. The Service Provider shall then return the detainee to the Facility. The Service Provider shall ensure that at least one officer responsible for the security of the detainee while he/she is an in-patient at the hospital will be of the same sex as the detainee.
- G. Indemnities: Furthermore, the Service Provider agrees to hold harmless and indemnify DHS/ICE and its officials in their official and individual capacities from any liability, including third-party liability or worker's compensation, arising from the conduct of the Service Provider and its employees during the course of transporting ICE detainees.
- H. Service Provider Furnished Vehicles: If the Service Provider is to use its own vehicles, the following requirements apply to this agreement.
1. The Service Provider shall not allow employees to use their personal vehicles to transport detainees.
 2. The Service Provider shall furnish suitable vehicles in good condition, approved by the Government, to safely provide the required transportation services. The Service Provider shall comply with all federal and state laws with regard to inspections, licensing, and registration for all vehicles used for transportation.

3. The Service Provider shall furnish vehicles equipped with interior security features including physical separation of detainees from guards. The Service Provider shall provide interior security specifications of the vehicles to ICE for review and approval prior to installation.
 4. Nothing in this Agreement shall restrict the Service Provider from acquiring additional vehicles as deemed necessary by the Service Provider at no cost to the Government.
- I. Government Furnished Vehicles: If ICE authorizes the Service Provider to use Government furnished vehicles, the following requirements apply to this agreement.
1. If ICE chooses to authorize Service Provider employees to operate Government furnished vehicles, the Government will provide the Service Provider with Government Vehicles and Government Fleet Cards (for the purchase of fuel) for the purpose of transporting detainees to and from ICE Designated Facilities (see Route List or Analysis), or alternative transportation sites, in support of ERO transportation needs under this Agreement. The vehicles assigned for this purpose will remain the property of the Federal Government, and all costs associated with the operation and use of the vehicles, such as, but not limited to, vehicle maintenance and fuel, will be covered through the Government's Fleet Management Program.
 2. The Service Provider agrees to be responsible for reimbursement to ICE for any damages sustained by the vehicles as a result of any act or omission on the part of the Service Provider, its employees and or persons acting on behalf of the Service Provider. The Service Provider shall be responsible to promptly report any accidents or damage to the Government Vehicles in accordance with the ICE Management Directives listed below and any other ICE policies that pertain to reporting such damage. The Service Provider agrees to fully cooperate and assist ICE in making any claims against a third party at fault for causing the property damage to the Government Vehicles.
 3. In addition, the Service Provider agrees to hold harmless, indemnify, and assume financial responsibility for any claims or litigations filed by persons sustaining personal injuries or property damage for incidents or accidents caused by the negligent acts or omissions of the Service Provider, agents, or other persons acting on behalf of the Service Provider. The Service Provider agrees to fully cooperate and assist ICE in the defense of any claims made against ICE, and in the event of a settlement or judgment entered against ICE for the negligent acts or omissions of the Service Provider employees or agents; the Service Provider agrees to reimburse ICE for said settlement or adverse judgment.

4. In order for ICE to maintain accurate fleet records of the transportation services, the Service Provider officers utilizing the vehicles shall complete specific documentation that will be provided by ICE, to record the times of vehicle usage for proper hourly guard reimbursement, and to record the inspection of the vehicles for damage each time the vehicles are used. The form that is required is the Official Detail Form (formerly G-391). This form is to be filled out at the beginning of each shift. At the end of a shift, the form is to be provided to the ICE Shift Supervisor with a copy to the COR. The Service Provider shall keep the original for three years. The form is Attachment 12 to this Agreement.
 5. The COR will provide forms to the Service Provider to request and authorize routine maintenance of vehicles.
 6. The Service Provider shall be responsible for any costs or expenses associated with the return of the vehicles, to include, towing charges, title replacement fees or licensing expenses made necessary by the loss of any paperwork associated with the vehicles.
 7. The Government will provide instruction on the proper use of the Fleet Card to all Service Provider personnel responsible for the operation of any Government Vehicle. The instruction will be in accordance with the DHS Fleet Card Manual (Attachment 10).
 8. A list of the Government vehicles authorized for use by the Service Provider is found as Attachment 11.
- J. Training and Compliance: The Service Provider shall comply with ICE transportation standards related to the number of hours the Service Provider's employee may operate a vehicle. The transportation shall be accomplished in the most economical manner. The Service Provider personnel provided for the above services shall be of the same qualifications, receive training, complete the same security clearances, and wear the same uniforms as those personnel provided for in other areas of this Agreement.
- K. Miscellaneous Transportation: The COR may direct the Service Provider to transport detainees to unspecified, miscellaneous locations.
- L. When the COR provides documents to the Service Provider concerning the detainee(s) to be transported and/or escorted, the Service Provider shall deliver these documents only to the named authorized recipients. The Service Provider shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
- M. The Service Provider shall establish a fully operational communication system compatible with ICE communication equipment that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COR shall be provided with current status of all vehicles and post assignment employees.

- N. Failure on the Service Provider’s part to comply fully with the detainee(s) departure as pre-scheduled shall result in the Service Provider having deductions made for non-performance.
- O. Armed Transportation Officers: All transportation Detention Officers shall be armed in the performance of these duties.
- P. Billing Procedures: The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the detainee(s) that was guarded.
- Q. Anticipated Transportation Routes: The following transportation routes and/or destinations are anticipated requirements for this Agreement. The following requirements are **one way routes from the Facility**. Mileage may vary from the table depending on the starting point of the destination. These routes are not all inclusive and should not be limited to the following:

Mileage From Facility	Locations	City	Frequency
242	Tallahatchie County Detention Center	Tutwiler MS	2 trips per week
403	Washington County (Overnight then start back)	Fayetteville AR	2 trips per week
419	Washington/Sebastian/Lonoke/Little Rock Office	Fay/Ft Smith/Lonoke/LR	2 trips per week
49	Alexandria Staging Facility	Alexandria, LA	3 trips per week

- R. Transportation Reporting Requirements: The Service Provider shall document all Transportation movements in accordance with Attachments 6 and 6[a]. This data will be collected through form G-391 (Attachment 6[a]) in excel-based format and submitted to the COR every month, with every invoice. Additionally, Quarterly Status Reports shall be provided as indicated below:

Reporting Requirements	Description
1. Monthly Status Report	The report will include at a minimum the information required for each G-391 for every trip as indicated in the G-391 Data Collection Categories and Descriptions (Attachment 6). An electronic excel based template for data collection will be provided to the contractor upon award to submit as a part of the Monthly Status Report. A breakdown of hours and personnel will also be provided and divided into Transportation Guard Hours (time spent performing transportation related activities) and Stationary Guard Hours (time spent performing

	<p>detention related stationary guard activities). A breakdown of the total number of vehicles used (year, model, and capacity) will also be required if the contractor is using contractor owned vehicles. A list of government vehicles used will be required if the contractor uses government owned vehicles. This information will be available electronically to government users and submitted monthly with each Service Provider invoice.</p>
<p>2. Quarterly Status Report</p>	<p>This report will be produced every three months to document and provide the vehicle telematics data collected from all movement of ERO serviced contract hours for the previous quarter. It will include a summation of the previous Monthly Status reports and document any fluctuations in demand or trends in provided service. Recommendations for surges or lulls will also be included in the quarterly performance report along with the Service Provider's capability to respond.</p>

Article 17. Guard Services

- A. The Service Provider agrees to provide stationary guard services, at a separately agreed hourly rate, on demand by the COR and shall include, but not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other remote location requested by the COR. Qualified detention officer personnel employed by the Service Provider under its policies, procedures, and practices will perform such services. The Service Provider agrees to augment such practices as may be requested by CO or COR to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the COR.
- B. The Service Provider shall be authorized (b)(7)(E) for each such remote location, unless additional officers are required, per the direction of the COR or designated ICE officer. Except in cases of an emergency, (b)(7)(E) above referenced officers shall be of the same sex as the detainees being assigned to the remote location.
- C. The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the names of the detainees that were guarded. Such services shall be denoted as a separate item on submitted invoices. ICE agrees to reimburse the Service Provider for actual stationary guard services provided during the invoiced period.

Article 18. Contracting Officer's Representative (COR)

- A. The COR will be designated by the Contracting Officer. When and if the COR duties are reassigned, an administrative modification will be issued to reflect the changes. This designation does not include authority to sign contractual documents or to otherwise commit to, or issue changes, which could affect the price, quantity, or performance of this Agreement.
- B. Should the Service Provider believe it has received direction that is not within the scope of the agreement; the Service Provider shall not proceed with any portion that is not within the scope of the agreement without first contacting the Contracting Officer. The Service Provider shall continue performance of efforts that are deemed within the scope.

Article 19. Labor Standards and Wage Determination

- A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated as Attachment 2. These standards and provisions are included in every contract and IGSA entered into by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.
- B. Wage Determination: Each service employee employed in the performance of this Agreement shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this Agreement. (See Attachment 3 - Wage Determination)

Article 20. Notification and Public Disclosures

- A. Information obtained or developed as a result of this IGSA is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable federal laws, regulations, and executive orders or as ordered by a court. Insofar as any documents created by the Service Provider contain information developed or obtained as a result of this IGSA, such documents shall be subject to public disclosure only pursuant to the provisions of applicable federal laws, regulations, and executive orders or as ordered by a court. To the extent the Service Provider intends to release the IGSA or any information relating to, or exchanged under, this IGSA, the Service Provider agrees to coordinate with the ICE Contracting Officer prior to such release. The Service Provider may, at its discretion, communicate the substance of this IGSA when requested. ICE understands that this IGSA will become a public document when presented to the Service Provider's governing body for approval.
- B. The CO shall be notified in writing of all litigation pertaining to this IGSA and provided copies of any pleadings filed or said litigation within five working days of the filing. The Service Provider shall cooperate with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or Service Provider litigation.

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

Article 21. Incident Reporting

- A. The COR shall be notified immediately in the event of all serious incidents. The COR will provide after-hours contact information to the Service Provider at the time of award.
- B. Serious incidents include, but are not limited to: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/inmates resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; detainee admitted to a community hospital; witness security cases taken outside the Facility; significant environmental problems that impact the facility operations; transportation accidents (i.e. airlift, bus) resulting in injuries, death or property damage; and sexual assaults.
- C. The Service Provider agrees to cooperate with any Federal investigation concerning incidents and treatment involving ICE detainees to the full extent of its authorities, including providing access to any relevant databases, personnel, and documents.

Article 22. Detainee Privacy

- A. The Service Provider agrees to comply with the Privacy Act of 1974 (“Act”) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the Agreement specifically identifies (i) the systems of records; and (ii) the design, development, or operation work that the Service Provider is to perform. The Service

Provider shall also include the Privacy Act into any and all subcontracts when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

- B. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the agreement is for the operation of a system of records on individuals to accomplish an agency function, the Service Provider is considered to be an employee of the agency.
 - 1. "Operation of a system of records," as used in this Article, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
 - 2. "Record," as used in this Article, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
 - 3. "System of records on individuals," as used in this Article, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

Article 23. Zero Tolerance for Sexual Harassment, Abuse, and Assault

- A. The Service Provider shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program in accordance with the DHS PREA standards referenced in Article 5 above. This program shall include training that is given separately to both staff and detainees, in accordance with the Prison Rape Elimination Act (PREA) (Attachment 5) and 2011 PBNDS 2.11.
- B. The Service Provider will ensure that information regarding the facility's policy on sexual abuse/assault is included in the detainee handbook; that the facility articulates to staff and to detainees and adheres to a standard of zero tolerance for incidents of sexual abuse or assault; that detainees shall be encouraged to promptly report acts of harassment of a sexual nature, or abuse or signs of abuse observed; that victims of sexual abuse are given timely access to emergency medical treatment and crisis intervention services; that training is included for all staff to ensure that they fulfill their responsibilities under the Service Providers' Sexual Abuse and Assault Prevention and Intervention Program; that the facility reports immediately all sexual

abuse and/or assault to ICE/ERO; that the Service Provider develops and implements a policy that includes: an evidence protocol for sexual assault, including access to a forensic medical exam, an internal administrative investigation process that will not compromise a criminal investigation. The Service Provider will also maintain a policy that requires medical staff to report allegations or suspicions of sexual assault to appropriate facility staff, how the victim's medical, mental health and future safety needs will be addressed; appropriate disciplinary sanctions, how a detainee may contact the Office of the Inspector General to confidentially report sexual abuse or assault.

Article 24. Detainee Telephone Services (DTS)

- A. The Service Provider shall provide detainees with reasonable and equitable access to telephones as specified in the ICE 2011 Performance-Based National Detention Standard 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.
- B. If authorized to do so under applicable law, the Service Provider shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Service Provider shall provide notice to detainees of the potential for monitoring. However, the Service Provider shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.
- C. Telephone rates shall not exceed the FCC rates for inmate telephone service, as well as State established rates where applicable, and shall conform to all applicable federal, state, and local telephone regulations.
- D. Video phones, portable electronics or other enhanced telecommunications features provided by the DTS contractor to ICE detainees, based upon concurrence between ICE and the Service Provider, may be added in the future subject to negotiation at no cost to ICE. These features may not in any way compromise the safety and security of the detainees, staff or the facility. Any new or enhanced telecommunications features must be integrated within the DTS service and can NOT be a separate system or software from the DTS service. Such capabilities may now or in the future include; video visitation, limited web access for law library, email, kites, commissary ordering, educational tools, news, sports, and video games. Pricing for the use of these technologies will be set by the DTS provider, subject to negotiations with ICE, and shall be negotiated at a future time and date if required.
- E. For shared Facilities: ICE recognizes the Service Provider may have an existing contract with a Telecommunications Company to provide telephone service to ICE detainees and other inmates. Notwithstanding any existing Telecommunications contract, the Service Provider shall require the Telecommunications Company to provide connectivity to the DTS Contractor for ICE detainee pro bono telephone

calls. The Service Provider (and the Telecommunications Company) shall make all arrangements with the DTS Contractor independently from this Agreement. If the Service Provider has an existing contract with a Telecommunications Company, ICE requires that ICE detainees have direct access to the DTS Contractor for collect and prepaid calls at the expiration of any current contract. The DTS Contractor shall then be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services to ICE detainees. The DTS Contractor shall be responsible for the costs incurred to provide the pro bono services, and the maintenance and operation of the system, including a standard compensation to the Telecommunications Company. The Service Provider shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS.

F. The Service Provider shall inspect telephones for serviceability, in accordance with ICE 2011 Performance-Based National Detention Standards and ICE policies and procedures. The Service Provider shall notify the COR or ICE designee of any inoperable telephones.

CC. ICE DTS Contractor Information:

Talton Communications
910 Ravenwood Dr.
Selma, AL 36701

(b)(6); [redacted]

Customer Relations Manager

(b)(6); (b)(7)(C)

(b)(6)@taltoncommunications.com

(b)(6); (b)(7)(C)

Operations Manager

(b)(6); (b)(7)(C)

(b)(6): [redacted]@taltoncommunications.com

Article 25. Government Use of Wireless Communication Devices

All personnel that have been issued a Federal Government owned wireless communication device, including but not limited to, cellular telephones, pagers or wireless Internet devices, are authorized to possess and use those items in all areas of the facility in which ICE detainees are present.

Article 26. Certified Cost and Pricing Data

A) Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data

(a) *Exceptions from certified cost or pricing data.*

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent

necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

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

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include –

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

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

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

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

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

(1) The offeror shall prepare and submit certified cost or pricing data, and data other than certified cost or pricing data, and supporting attachments.

(2) As soon as practicable after agreement on price, but before IGSA award, the offeror shall submit a Certificate of Current Cost or Pricing Data, the format of which is at the end of this Article.

B) Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications

(a) *Exceptions from certified cost or pricing data.*

(1) In lieu of submitting certified cost or pricing data for modifications under this IGSA, for price adjustments expected to exceed \$700,000 on the date of the agreement on price or the date of the award, whichever is later, the Service Provider may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable –

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

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

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

(1) The Service Provider shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments.

(2) As soon as practicable after agreement on price, but before award, the Service Provider shall submit a Certificate of Current Cost or Pricing Data. The form is included at the end of this Article.

C) Subcontractor Certified Cost or Pricing Data

(a) Before awarding any subcontract expected to exceed \$700,000 on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed \$700,000, the Service Provider shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price, unless (1) the prices are based upon adequate price competition, or (2) if a waiver has been granted.

(b) The Service Provider shall require the subcontractor to certify in substantially the form at the end of this Article that, to the best of its knowledge and belief, the data submitted under

paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds \$700,000, when entered into, the Service Provider shall insert either -

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or

(2) The substance of the Section below entitled “Subcontractor Certified Cost or Pricing Data - Modifications.”

D) Subcontractor Certified Cost or Pricing Data – Modifications

(a) The requirements of paragraphs (b) and (c) of this Section shall –

(1) Become operative only for any modification to this IGSA involving a pricing adjustment expected to exceed \$700,000; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed \$700,000, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed \$700,000, the Service Provider shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), to include any information reasonably required to explain the subcontractor’s estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price, unless (1) prices of the modification are based upon adequate price competition, or (2) if a waiver has been granted.

© The Service Provider shall require the subcontractor to certify in substantially the form at the end of this Article that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Service Provider shall insert the substance of this Article, including this paragraph (d), in each subcontract that exceeds \$700,000 on the date of agreement on price or the date of award, whichever is later.

E) Price Reduction for Defective Certified Cost or Pricing Data

(a) If any price, including profit or fee, negotiated in connection with this IGSA, or any cost reimbursable under this IGSA, was increased by any significant amount because –

(1) The Service Provider or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) A subcontractor or prospective subcontractor furnished the Service Provider certified cost or pricing data that were not complete, accurate, and current as certified in the Service Provider's Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the IGSA shall be modified to reflect the reduction.

(b) Any reduction in the IGSA price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Service Provider, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Service Provider; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(c)

(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Service Provider agrees not to raise the following matters as a defense:

(i) The Service Provider or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the IGSA would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Service Provider or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The IGSA was based on an agreement about the total cost of the IGSA and there was no agreement about the cost of each item procured under the IGSA.

(iv) The Service Provider or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)

(i) Except as prohibited by subdivision ©(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a IGSA price reduction if –

(A) The Service Provider certifies to the Contracting Officer that, to the best of the Service Provider's knowledge and belief, the Service Provider is entitled to the offset in the amount requested; and

(B) The Service Provider proves that the certified cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if –

(A) The understated data were known by the Service Provider to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the IGSA price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the IGSA price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Service Provider shall be liable to and shall pay the United States at the time such overpayment is repaid –

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Service Provider to the date the Government is repaid by the Service Provider at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Service Provider or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

F) Price Reduction for Defective Certified Cost or Pricing Data - Modifications

(a) This Article shall become operative only for any modification to this IGSA involving a pricing adjustment expected to exceed \$700,000, except that this Article does not apply to any modification (1) where prices of the modification are based upon adequate price competition, or (2) when a waiver has been granted.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this IGSA, was increased by any significant amount because

(1) the Service Provider or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data,

(2) a subcontractor or prospective subcontractor furnished the Service Provider certified cost or pricing data that were not complete, accurate, and current as certified in the Service Provider's Certificate of Current Cost or Pricing Data, or

(3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the IGSA shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the IGSA price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Service Provider, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Service Provider; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(d)

(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Service Provider agrees not to raise the following matters as a defense:

(i) The Service Provider or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the IGSA would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Service Provider or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The IGSA was based on an agreement about the total cost of the IGSA and there was no agreement about the cost of each item procured under the IGSA.

(iv) The Service Provider or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)

(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a IGSA price reduction if -

(A) The Service Provider certifies to the Contracting Officer that, to the best of the Service Provider's knowledge and belief, the Service Provider is entitled to the offset in the amount requested; and

(B) The Service Provider proves that the certified cost or pricing data were available before the “as of” date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if -

(A) The understated data were known by the Service Provider to be understated before the “as of” date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the IGSA price would not have increased in the amount to be offset even if the available data had been submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the IGSA price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Service Provider shall be liable to and shall pay the United States at the time such overpayment is repaid -

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Service Provider to the date the Government is repaid by the Service Provider at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Service Provider or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of ____* are accurate, complete, and current as of ____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Service Provider _____

Signature _____

Name _____

Title _____

Date of execution*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (*e.g.*, RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Article 27. Combating Trafficking in Persons

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

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced Labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall—

- (1) Notify its employees of—
 - (i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) *Mitigating Factor.* The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

Article 28. Order of Precedence

Should there be a conflict between the 2011 PBNDS and other any other term and/or condition of the IGSA, the Service Provider shall contact the Contracting Officer for clarification.

Article 29. Reporting Executive Compensation and First-Tier Subcontract Awards

a) *Definitions.* As used in this article:

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

“Months of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) *Salary and bonus.*
 - (2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
 - (3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - (4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - (5) *Above-market earnings on deferred compensation which is not tax-qualified.*
 - (6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- (b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.
- (c) Nothing in this article requires the disclosure of classified information
- (d)
- (1) *Executive compensation of the prime contractor.* As a part of its annual registration requirement in the Central Contractor Registration (CCR) database, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—
 - (i) In the Contractor’s preceding fiscal year, the Contractor received—
 - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

- (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and
- (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- (2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (h) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsrs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)
- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
- (ii) Name of the subcontractor.
- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.
- (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (vi) Subcontract number (the subcontract number assigned by the Contractor).
- (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (ix) The prime contract number, and order number if applicable.
- (x) Awarding agency name and code.
- (xi) Funding agency name and code.
- (xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensation of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsrs.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)

(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from CCR

Article 30. Information Governance and Privacy

ICE Information Governance and Privacy Requirements Clause (JUL 2017)

Guidance: In addition to FAR 52.224-1 Privacy Act Notification (APR 1984), 52.224-2 Privacy Act (APR 1984), FAR 52.224-3 Privacy Training (JAN 2017), and HSAR Clauses, the following IGP clause must be included in its entirety in all contracts. No section of this clause may be read as self-deleting unless the terms of the contract meet the requirements for self-deletion as specified in this clause.

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974 the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at www.dhs.gov/privacy. Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching FDsys, the Federal Digital System, available at <http://www.gpo.gov/fdsys/>. SORNs may be updated at any time.

(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment

The Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

(3) Prior Approval Required to Hire Subcontractors

The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(4) Separation Checklist for Contractor Employees

Contractor shall complete a separation checklist before any employee or Subcontractor employee terminates working on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposal of sensitive personally identifiable information (PII), in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee or Subcontractor employee, the Contractor shall notify the Contracting Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

B. Privacy Training, Safeguarding, and Remediation

If the Safeguarding of Sensitive Information (MAR 2015) and Information Technology Security and Privacy Training (MAR 2015) clauses are included in this contract, section B of this clause is deemed self-deleting.

(1) Required Security and Privacy Training for Contractors

Contractor shall provide training for all employees, including Subcontractors and independent contractors who have access to sensitive personally identifiable information (PII) as well as the creation, use, dissemination and/or destruction of sensitive PII at the outset of the employee's work on the contract and every year thereafter. Training must include procedures on how to properly handle sensitive PII, including security requirements for the transporting or transmission of sensitive PII, and reporting requirements for a suspected breach or loss of sensitive PII. All Contractor employees are required to take the *Privacy at DHS: Protecting Personal Information* training course. This course, along with more information about DHS security and training requirements for Contractors, is available at www.dhs.gov/dhs-security-and-training-requirements-contractors. The Federal Information Security Management Act (FISMA) requires all individuals accessing ICE information to take the annual Information Assurance Awareness Training course. These courses are available through the ICE intranet site or the Agency may also make the training available through hypertext links or CD. The Contractor shall maintain copies of employees' certificates of completion as a record of compliance and must submit an annual e-mail notification to the ICE Contracting Officer's Representative that the required training has been completed for all the Contractor's employees.

(2) Safeguarding Sensitive PII Requirement

Contractor employees shall comply with the Handbook for Safeguarding sensitive PII at DHS at all times when handling sensitive PII, including the encryption of sensitive PII as required in the

Handbook. This requirement will be flowed down to all subcontracts and lower tiered subcontracts as well.

(3) Non-Disclosure Agreement Requirement

All Contractor personnel that may have access to PII or other sensitive information shall be required to sign a Non-Disclosure Agreement (DHS Form 11000-6) prior to commencing work. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer's Representative (COR) no later than two (2) days after execution of the form.

(4) Prohibition on Use of PII in Vendor Billing and Administrative Records

The Contractor's invoicing, billing, and other financial/administrative records/databases may not store or include any sensitive Government information, such as PII that is created, obtained, or provided during the performance of the contract. It is acceptable to list the names, titles and contact information for the Contracting Officer, Contracting Officer's Representative, or other ICE personnel associated with the administration of the contract in the invoices as needed.

(5) Reporting Suspected Loss of Sensitive PII

Contractors must report the suspected loss or compromise of sensitive PII to ICE in a timely manner and cooperate with ICE's inquiry into the incident and efforts to remediate any harm to potential victims.

1. The Contractor must develop and include in its security plan (which is submitted to ICE) an internal system by which its employees and Subcontractors are trained to identify and report the potential loss or compromise of sensitive PII.
2. The Contractor must report the suspected loss or compromise of sensitive PII by its employees or Subcontractors to the ICE Security Operations Center (480-496-6627), the Contracting Officer's Representative (COR), and the Contracting Officer within one (1) hour of the initial discovery.
3. The Contractor must provide a written report to ICE within 24 hours of the suspected loss or compromise of sensitive PII by its employees or Subcontractors. The report must contain the following information:
 - a. Narrative or detailed description of the events surrounding the suspected loss or compromise of information.
 - b. Date, time, and location of the incident.
 - c. Type of information lost or compromised.
 - d. Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.
 - e. Names of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
 - f. Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.

- g. Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
- h. Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

4. The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

5. At the Government's discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access sensitive PII or to work on that contract based on their actions related to the loss or compromise of sensitive PII.

(6) Victim Remediation

The Contractor is responsible for notifying victims and providing victim remediation services in the event of a loss or compromise of sensitive PII held by the Contractor, its agents, or its Subcontractors, under this contract. Victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as determined by the Government, call center help desk services for the individuals whose sensitive PII was lost or compromised. The Contractor and ICE will collaborate and agree on the method and content of any notification that may be required to be sent to individuals whose sensitive PII was lost or compromised.

C. Government Records Training, Ownership, and Management

(1) Records Management Training and Compliance

(a) The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to sensitive PII as well as to those involved in the creation, use, dissemination and/or destruction of sensitive PII. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site or it may be made available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance and must submit an e-mail notification annually to the Contracting Officer's Representative verifying that all employees working under this contract have completed the required records management training.

(b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(2) Records Creation, Ownership, and Disposition

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency data. The Contractor shall certify in writing the destruction or

return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract.

(b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and are considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

D. Data Privacy and Oversight

Section D applies to information technology (IT) contracts. If this is not an IT contract, section D may read as self-deleting.

(1) Restrictions on Testing or Training Using Real Data Containing PII

The use of real data containing sensitive PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible. ICE policy requires that any proposal to use of real data or de-identified data for IT system testing or training be approved by the ICE Privacy Officer and Chief Information Security Officer (CISO) in advance. In the event performance of the contract requires or necessitates the use of real data for system-testing or training purposes, the Contractor in coordination with the Contracting Officer or Contracting Officer's Representative and Government program manager shall obtain approval from the ICE Privacy Office and CISO and complete any required documentation.

If this IT contract contains the Safeguarding of Sensitive Information (MAR 2015) and Information Technology Security and Privacy Training (MAR 2015) clauses, section D(2) of this clause is deemed self-deleting.

(2) Requirements for Contractor IT Systems Hosting Government Data

The Contractor is required to obtain a Certification and Accreditation for any IT environment owned or controlled by the Contractor or any Subcontractor on which Government data shall reside for the purposes of IT system development, design, data migration, testing, training, maintenance, use, or disposal.

(3) *Requirement to Support Privacy Compliance*

(a) The Contractor shall support the completion of the Privacy Threshold Analysis (PTA) document when it is required. PTAs are triggered by the creation, modification, upgrade, or disposition of an IT system, and must be renewed at least every three years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide adequate support to complete the PIA in a timely manner, and shall ensure that project management plans and schedules include the PTA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DHS, including PTAs, PIAs, and SORNs, is located on the DHS Privacy Office website (www.dhs.gov/privacy) under “Compliance.” DHS Privacy Policy Guidance Memorandum 2008-02 sets forth when a PIA will be required at DHS, and the Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the Contractor shall assign or procure a Privacy Lead, to be listed under “Key Personnel.” The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Office, the Office of the Chief Information Officer, and the Records Management Branch to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion. The Privacy Lead:

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

(c) If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Private Lead specifically assigned under this contract may be waived provided the Contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The Contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all

records management requirements are met, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion.

(End of Clause)

Article 31. Quality Control

- A. The Service Provider is responsible for management and quality control actions necessary to meet the quality standards set forth in the Agreement. The Service Provider must provide a Quality Control Plan (QCP) that meets the requirements specified in the Performance Requirements Summary (PRS), Attachment 5A to the CO for concurrence prior to award of the IGSA (or as directed by the CO). The CO will notify the Service Provider of concurrence or required modifications to the plan before the Agreement start date. If a modification to the plan is required, the Service Provider must make appropriate modifications and obtain concurrence of the revised plan by the CO before the contract start date.
- B. The Service Provider shall provide an overall QCP that addresses critical operational performance standards for the services required under this contract. The QCP shall ensure that services will be maintained at a uniform and acceptable level. At a minimum, the Service Provider shall periodically review and update the QCP policies and procedures at least on an annual basis. The Service Provider shall audit facility's operations associated with ICE and ICE detainees monthly for compliance with the QCP. The Service Provider shall notify the Government 48 hours in advance of the audit to ensure the COR is available to participate. The Service Provider's QCP shall identify deficiencies, appropriate corrective action(s), and timely implementation plans to the COR.
- C. If the Service Provider proposes changes in the QCP after contract award, the Service Provider shall submit them to the COR for review. If the COR concurs with the changes, the COR shall submit the changes to the CO. The CO may modify the contract to include these changes.

Article 32. Quality Assurance Surveillance Program (QASP)

- A. The Government's Quality Assurance Surveillance Program is based on the premise that the Service Provider, and not the Government, is responsible for management and quality control actions to meet the terms of the Agreement. The Quality Assurance Surveillance Plan (QASP) procedures recognize that unforeseen problems do occur. Good management and use of an adequate Quality Control Plan will allow the facility to operate within acceptable quality levels.
- B. Each phase of the services rendered under this Agreement is subject to inspection both during the Service Provider's operations and after completion of the tasks.

- C. When the Service Provider is advised of any unsatisfactory condition(s), the Service Provider shall submit a written report to the COR addressing corrective/preventive actions taken. The QASP is not a substitute for quality control by the Service Provider.
- D. The COR may check the Service Provider's performance and document any noncompliance; only the Contracting Officer may take formal action against the Service Provider for unsatisfactory performance.
- E. The Government may reduce the invoice or otherwise withhold payment for any individual item of nonconformance observed. The Government may apply various inspection and extrapolation techniques (i.e., 100 % surveillance, random sampling, planned sampling, unscheduled inspections) to determine the quality of services, the appropriate reductions, and the total payment due.
- F. Attachment 4 of this Agreement sets forth the procedures and guidelines that ICE will use to inspect the technical performance of the Service Provider. It presents the financial values and mechanisms for applying adjustments to the Service Provider's invoices as dictated by work performance measured to the desired level of accomplishment.
 - 1. The purpose of the QASP is to:
 - a. Define the roles and responsibilities of participating Government officials.
 - b. Define the types of work to be performed.
 - c. Describe the evaluation methods that will be employed by the Government in assessing the Service Provider's performance.
 - d. Describe the process of performance documentation.
 - 2. Roles and Responsibilities of Participating Government Officials
 - a. The COR(s) will be responsible for monitoring, assessing, recording, and reporting on the technical performance of the Service Provider on a day-to-day basis. The COR(s) will have primary responsibility for completing "Quality Assurance Surveillance Forms" to document their inspection and evaluation of the Service Provider's work performance.
 - b. The Contracting Officer (CO) or designee has overall responsibility for evaluating the Service Provider's performance in areas of contract compliance, contract administration, and cost and property control. The CO shall review the COR's evaluation of the Service Provider's performance and invoices. If applicable, deductions will be assessed in accordance with the evaluation of the Service Provider's performance, e.g., monetary adjustments for inadequate performance.

- G. The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this Agreement. Any reductions in the Service Provider's invoice shall reflect the contract's reduced value resulting from the Service Provider's failure to perform required services. The Service Provider 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.

2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6): WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LASALLE PARISH SHERIFF OFFICE 1050 COURTHOUSE STREET PO BOX 70 JENA LA 71342	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR19DIG000015
		10B. DATED (SEE ITEM 13) 07/16/2019
CODE (b)(7)(E)		FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) IAW IGSA #70CDCR19DIG000015

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: 968795331
COR: (b)(6); (b)(7)(C)@ice.dhs.gov
Alternate COR: (b)(6); (b)(7)(C)@ice.dhs.gov
Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov
Contracting Officer: (b)(6); (b)(7)(C)@ice.dhs.gov

LaSalle Parish Sheriff's Office: Sheriff Scott Franklin (b)(6); (b)(7)(C)
(b)(6):@lasalleso.com

Subcontractor (LaSalle Corrections) POC: (b)(6); (b)(7)(C)@aol.com

Continued ...
Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
	TEL: EMAIL: (b)(6); (b)(7)(C)@ice.dhs.gov
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
70CDCR19DIG000015/P00003

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2 14

NAME OF OFFEROR OR CONTRACTOR
LASALLE PARISH SHERIFF OFFICE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to incorporate the most recent Department of Labor Wage Determination and to provide instructions for requesting a price adjustment.</p> <p>Accordingly,</p> <p>1. In accordance with 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment, Wage Determination No. WD 2015-5198, revision 15, dated 05/26/2020 is hereby attached and incorporated with an effective date of 7/17/2020.</p> <p>2. The following payroll data must be submitted to support any request for a price adjustment:</p> <p>A. Employee Name and WD Job Classification Title/Number</p> <p>B. Actual hours paid and/or worked</p> <p>C. Actual hourly wage and wage rates used in previous performance period</p> <p>D. Actual H&W wages and rates used in previous performance period</p> <p>E. How was H&W paid? (i.e., cash to employees or paid to third party)</p> <p>F. Applicable workers compensation rate (if H&W was paid in cash to employee)</p> <p>G. Applicable tax rates and taxable caps (Federal Unemployment Tax Allowance (FUTA) and State Unemployment Tax Allowance (SUTA))</p> <p>3. The Contractor shall notify the Contracting Officer of any price increase claimed under clause 52.222-43 within 30 calendar days of receiving a copy of the completed modification incorporating the new wage determination.</p> <p>Period of Performance: 07/17/2019 to 07/16/2024</p> <p>For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p>				

TITLE 29--LABOR

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

Subpart A Service Contract Labor Standards Provisions and Procedures

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

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

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

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

(2)(i) If there is such a wage determination attached to this Contract/IGSA, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the Contract/IGSA (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section.

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract/IGSA work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any Contract/IGSA work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

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

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

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

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

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this Contract/IGSA is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished there under to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage

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determinations to be issued by the Wage and Hour Division, Employment Standards Administration of the Department of Labor as provided in such Act.

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

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

(2) If this Contract/IGSA succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this Contract/IGSA setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any service employee performing any of the Contract/IGSA work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this Contract/IGSA may be relieved of the foregoing obligation unless the limitations of Sec. 4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in Sec. 4.10 of 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in Sec. 4.11 of 29 CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the Contract/IGSA or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a Contract/IGSA or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k)(1) As used in these clauses, the term service employee means any person engaged in the performance of this Contract/IGSA other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in part 541 of title 29, Code of Federal Regulations, as of July [[Page44)) 30, 1976, and any subsequent revision of those regulations. The term service employee includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

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

The following classes of service employees expected to be employed under the Contract/IGSA with the Government would be subject, if employed by the contracting agency, to the provisions

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of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee class	wage-fringe benefit
GS-05	\$
GS-07	\$
GS-09	\$

Search current rates at <http://www.opm.gov/oca/12tables/>

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

(2) Not less than 10 days prior to completion of any Contract/IGSA being performed at a Federal facility where service employees may be retained in the performance of the succeeding Contract/IGSA and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (Sec. 4.173 of Regulations, 29 CFR part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of Contract/IGSA performance. Such list shall also contain anniversary dates of employment on the Contract/IGSA either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.

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

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

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

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

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

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

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

(3) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

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

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

(q) Where an employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips, the amount of tips received by the employee may be

Attachment 2

credited by the employer against the minimum wage required by Section 2(a)(1) or 2(b)(1) of the Act to the extent permitted by section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. To utilize this provision:

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

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

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

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

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract/IGSA shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.(The information collection, recordkeeping, and reporting requirements contained in this section have been approved by the Office of Management and Budget under the following numbers:

[[Page 46]]

----- Paragraph

OMB control number

(b)(2) (i)--(iv)..... 1215-0150

(e)..... 1215-0150

(g)(1) (i)--(iv)..... 1215-0017

(g)(1) (v), (vi)..... 1215-0150

(l) (1), (2)..... 1215-0150

(q)(3)..... 1215-0017

[48 FR 49762, Oct. 27, 1983; 48 FR 50529, Nov. 2, 1983, as amended at 61 FR 68663, Dec. 30, 1996]

WD 15-5198 (Rev.-10) was first posted on www.wdol.gov on 01/01/2019

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Daniel W. Simms Director	Division of Wage Determinations		Wage Determination No.: 2015-5198 Revision No.: 10 Date Of Revision: 12/26/2018
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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Louisiana

Area: Louisiana Parishes of Allen, Avoyelles, Beauregard, Evangeline, La Salle, Natchitoches, Sabine, Vernon, Winn

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.41
01012 - Accounting Clerk II		14.79
01013 - Accounting Clerk III		16.55
01020 - Administrative Assistant		16.43
01035 - Court Reporter		13.85
01041 - Customer Service Representative I		10.70
01042 - Customer Service Representative II		12.04
01043 - Customer Service Representative III		13.14
01051 - Data Entry Operator I		11.33
01052 - Data Entry Operator II		12.51
01060 - Dispatcher, Motor Vehicle		18.74
01070 - Document Preparation Clerk		11.03
01090 - Duplicating Machine Operator		11.03
01111 - General Clerk I		11.11
01112 - General Clerk II		12.12
01113 - General Clerk III		13.61
01120 - Housing Referral Assistant		15.44
01141 - Messenger Courier		10.05
01191 - Order Clerk I		12.22
01192 - Order Clerk II		13.34
01261 - Personnel Assistant (Employment) I		14.25
01262 - Personnel Assistant (Employment) II		15.95
01263 - Personnel Assistant (Employment) III		17.77
01270 - Production Control Clerk		27.46
01290 - Rental Clerk		12.58
01300 - Scheduler, Maintenance		12.38
01311 - Secretary I		12.38
01312 - Secretary II		13.85

01313	- Secretary III	15.44
01320	- Service Order Dispatcher	18.90
01410	- Supply Technician	16.43
01420	- Survey Worker	12.55
01460	- Switchboard Operator/Receptionist	10.56
01531	- Travel Clerk I	11.27
01532	- Travel Clerk II	12.32
01533	- Travel Clerk III	13.28
01611	- Word Processor I	11.03
01612	- Word Processor II	12.43
01613	- Word Processor III	13.85
05000	- Automotive Service Occupations	
05005	- Automobile Body Repairer, Fiberglass	19.10
05010	- Automotive Electrician	17.86
05040	- Automotive Glass Installer	16.72
05070	- Automotive Worker	16.72
05110	- Mobile Equipment Servicer	14.63
05130	- Motor Equipment Metal Mechanic	19.00
05160	- Motor Equipment Metal Worker	17.23
05190	- Motor Vehicle Mechanic	19.00
05220	- Motor Vehicle Mechanic Helper	13.30
05250	- Motor Vehicle Upholstery Worker	15.77
05280	- Motor Vehicle Wrecker	16.72
05310	- Painter, Automotive	17.86
05340	- Radiator Repair Specialist	16.72
05370	- Tire Repairer	10.95
05400	- Transmission Repair Specialist	19.00
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.42
07041	- Cook I	9.57
07042	- Cook II	11.64
07070	- Dishwasher	8.67
07130	- Food Service Worker	8.59
07210	- Meat Cutter	13.66
07260	- Waiter/Waitress	8.89
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.68
09040	- Furniture Handler	11.82
09080	- Furniture Refinisher	16.68
09090	- Furniture Refinisher Helper	13.66
09110	- Furniture Repairer, Minor	16.20
09130	- Upholsterer	16.68
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.37
11060	- Elevator Operator	9.37
11090	- Gardener	14.11
11122	- Housekeeping Aide	9.52
11150	- Janitor	9.52
11210	- Laborer, Grounds Maintenance	10.64
11240	- Maid or Houseman	8.84
11260	- Pruner	9.18
11270	- Tractor Operator	13.06
11330	- Trail Maintenance Worker	10.64
11360	- Window Cleaner	11.03
12000	- Health Occupations	
12010	- Ambulance Driver	16.65
12011	- Breath Alcohol Technician	17.46
12012	- Certified Occupational Therapist Assistant	28.19
12015	- Certified Physical Therapist Assistant	25.18
12020	- Dental Assistant	13.74
12025	- Dental Hygienist	32.85

12030 - EKG Technician	26.45
12035 - Electroneurodiagnostic Technologist	26.45
12040 - Emergency Medical Technician	16.65
12071 - Licensed Practical Nurse I	15.60
12072 - Licensed Practical Nurse II	17.46
12073 - Licensed Practical Nurse III	19.47
12100 - Medical Assistant	13.28
12130 - Medical Laboratory Technician	19.14
12160 - Medical Record Clerk	14.18
12190 - Medical Record Technician	15.87
12195 - Medical Transcriptionist	15.60
12210 - Nuclear Medicine Technologist	38.37
12221 - Nursing Assistant I	9.49
12222 - Nursing Assistant II	10.67
12223 - Nursing Assistant III	11.64
12224 - Nursing Assistant IV	13.07
12235 - Optical Dispenser	16.79
12236 - Optical Technician	15.60
12250 - Pharmacy Technician	14.91
12280 - Phlebotomist	13.07
12305 - Radiologic Technologist	22.67
12311 - Registered Nurse I	23.77
12312 - Registered Nurse II	29.07
12313 - Registered Nurse II, Specialist	29.07
12314 - Registered Nurse III	35.17
12315 - Registered Nurse III, Anesthetist	35.17
12316 - Registered Nurse IV	42.17
12317 - Scheduler (Drug and Alcohol Testing)	21.63
12320 - Substance Abuse Treatment Counselor	21.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.58
13012 - Exhibits Specialist II	20.54
13013 - Exhibits Specialist III	25.12
13041 - Illustrator I	16.58
13042 - Illustrator II	20.54
13043 - Illustrator III	25.12
13047 - Librarian	22.75
13050 - Library Aide/Clerk	13.20
13054 - Library Information Technology Systems Administrator	20.54
13058 - Library Technician	14.24
13061 - Media Specialist I	14.82
13062 - Media Specialist II	16.58
13063 - Media Specialist III	18.49
13071 - Photographer I	14.82
13072 - Photographer II	16.58
13073 - Photographer III	20.54
13074 - Photographer IV	25.12
13075 - Photographer V	30.40
13090 - Technical Order Library Clerk	16.58
13110 - Video Teleconference Technician	14.82
14000 - Information Technology Occupations	
14041 - Computer Operator I	14.71
14042 - Computer Operator II	16.45
14043 - Computer Operator III	19.02
14044 - Computer Operator IV	21.11
14045 - Computer Operator V	23.44
14071 - Computer Programmer I	(see 1) 20.16
14072 - Computer Programmer II	(see 1) 26.93
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		14.71
14160 - Personal Computer Support Technician		21.11
14170 - System Support Specialist		23.21
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.34
15020 - Aircrew Training Devices Instructor (Rated)		35.50
15030 - Air Crew Training Devices Instructor (Pilot)		40.55
15050 - Computer Based Training Specialist / Instructor		29.34
15060 - Educational Technologist		26.06
15070 - Flight Instructor (Pilot)		40.55
15080 - Graphic Artist		22.35
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		40.55
15086 - Maintenance Test Pilot, Rotary Wing		40.55
15088 - Non-Maintenance Test/Co-Pilot		40.55
15090 - Technical Instructor		18.27
15095 - Technical Instructor/Course Developer		22.35
15110 - Test Proctor		14.75
15120 - Tutor		14.75
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.57
16030 - Counter Attendant		8.57
16040 - Dry Cleaner		10.18
16070 - Finisher, Flatwork, Machine		8.57
16090 - Presser, Hand		8.57
16110 - Presser, Machine, Drycleaning		8.57
16130 - Presser, Machine, Shirts		8.57
16160 - Presser, Machine, Wearing Apparel, Laundry		8.57
16190 - Sewing Machine Operator		10.77
16220 - Tailor		11.36
16250 - Washer, Machine		9.01
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		20.83
19040 - Tool And Die Maker		25.97
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		16.65
21030 - Material Coordinator		24.12
21040 - Material Expediter		24.12
21050 - Material Handling Laborer		11.70
21071 - Order Filler		10.22
21080 - Production Line Worker (Food Processing)		16.65
21110 - Shipping Packer		19.68
21130 - Shipping/Receiving Clerk		19.68
21140 - Store Worker I		11.25
21150 - Stock Clerk		16.62
21210 - Tools And Parts Attendant		16.65
21410 - Warehouse Specialist		16.65
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		23.60
23019 - Aircraft Logs and Records Technician		18.01
23021 - Aircraft Mechanic I		22.48
23022 - Aircraft Mechanic II		23.60
23023 - Aircraft Mechanic III		24.79
23040 - Aircraft Mechanic Helper		14.91
23050 - Aircraft, Painter		20.83
23060 - Aircraft Servicer		18.01
23070 - Aircraft Survival Flight Equipment Technician		20.83
23080 - Aircraft Worker		19.43
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		19.43

I		
23092	- Aircrew Life Support Equipment (ALSE) Mechanic	22.48
II		
23110	- Appliance Mechanic	20.83
23120	- Bicycle Repairer	14.37
23125	- Cable Splicer	22.15
23130	- Carpenter, Maintenance	15.87
23140	- Carpet Layer	19.43
23160	- Electrician, Maintenance	23.48
23181	- Electronics Technician Maintenance I	27.59
23182	- Electronics Technician Maintenance II	29.58
23183	- Electronics Technician Maintenance III	31.45
23260	- Fabric Worker	18.01
23290	- Fire Alarm System Mechanic	22.15
23310	- Fire Extinguisher Repairer	16.50
23311	- Fuel Distribution System Mechanic	22.15
23312	- Fuel Distribution System Operator	16.50
23370	- General Maintenance Worker	14.84
23380	- Ground Support Equipment Mechanic	22.48
23381	- Ground Support Equipment Servicer	18.01
23382	- Ground Support Equipment Worker	19.43
23391	- Gunsmith I	16.50
23392	- Gunsmith II	19.43
23393	- Gunsmith III	22.15
23410	- Heating, Ventilation And Air-Conditioning Mechanic	17.74
23411	- Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	18.63
23430	- Heavy Equipment Mechanic	24.83
23440	- Heavy Equipment Operator	17.22
23460	- Instrument Mechanic	22.15
23465	- Laboratory/Shelter Mechanic	20.83
23470	- Laborer	11.70
23510	- Locksmith	20.83
23530	- Machinery Maintenance Mechanic	23.82
23550	- Machinist, Maintenance	22.62
23580	- Maintenance Trades Helper	12.29
23591	- Metrology Technician I	22.15
23592	- Metrology Technician II	23.44
23593	- Metrology Technician III	24.72
23640	- Millwright	24.15
23710	- Office Appliance Repairer	20.83
23760	- Painter, Maintenance	17.02
23790	- Pipefitter, Maintenance	24.89
23810	- Plumber, Maintenance	23.55
23820	- Pneudraulic Systems Mechanic	22.15
23850	- Rigger	19.40
23870	- Scale Mechanic	19.43
23890	- Sheet-Metal Worker, Maintenance	22.15
23910	- Small Engine Mechanic	19.43
23931	- Telecommunications Mechanic I	24.40
23932	- Telecommunications Mechanic II	25.81
23950	- Telephone Lineman	20.16
23960	- Welder, Combination, Maintenance	21.24
23965	- Well Driller	22.15
23970	- Woodcraft Worker	22.15
23980	- Woodworker	16.50
24000	- Personal Needs Occupations	
24550	- Case Manager	15.60
24570	- Child Care Attendant	11.48
24580	- Child Care Center Clerk	13.66

24610 - Chore Aide	8.88
24620 - Family Readiness And Support Services Coordinator	15.60
24630 - Homemaker	15.60
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.15
25040 - Sewage Plant Operator	17.25
25070 - Stationary Engineer	22.15
25190 - Ventilation Equipment Tender	14.91
25210 - Water Treatment Plant Operator	17.25
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.01
27007 - Baggage Inspector	12.17
27008 - Corrections Officer	18.44
27010 - Court Security Officer	15.65
27030 - Detection Dog Handler	13.86
27040 - Detention Officer	18.44
27070 - Firefighter	14.63
27101 - Guard I	12.17
27102 - Guard II	13.86
27131 - Police Officer I	14.98
27132 - Police Officer II	16.65
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.35
28042 - Carnival Equipment Repairer	14.77
28043 - Carnival Worker	9.13
28210 - Gate Attendant/Gate Tender	13.41
28310 - Lifeguard	11.95
28350 - Park Attendant (Aide)	15.00
28510 - Recreation Aide/Health Facility Attendant	10.95
28515 - Recreation Specialist	15.90
28630 - Sports Official	11.95
28690 - Swimming Pool Operator	17.35
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.64
29020 - Hatch Tender	19.64
29030 - Line Handler	19.64
29041 - Stevedore I	18.20
29042 - Stevedore II	21.06
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.30
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.97
30021 - Archeological Technician I	16.60
30022 - Archeological Technician II	18.58
30023 - Archeological Technician III	23.02
30030 - Cartographic Technician	23.02
30040 - Civil Engineering Technician	21.67
30051 - Cryogenic Technician I	23.26
30052 - Cryogenic Technician II	25.69
30061 - Drafter/CAD Operator I	16.60
30062 - Drafter/CAD Operator II	18.58
30063 - Drafter/CAD Operator III	20.71
30064 - Drafter/CAD Operator IV	25.48
30081 - Engineering Technician I	13.50
30082 - Engineering Technician II	15.24
30083 - Engineering Technician III	17.04
30084 - Engineering Technician IV	21.11
30085 - Engineering Technician V	25.83
30086 - Engineering Technician VI	31.43
30090 - Environmental Technician	21.11

30095 - Evidence Control Specialist	21.00
30210 - Laboratory Technician	20.71
30221 - Latent Fingerprint Technician I	23.26
30222 - Latent Fingerprint Technician II	25.69
30240 - Mathematical Technician	21.11
30361 - Paralegal/Legal Assistant I	17.68
30362 - Paralegal/Legal Assistant II	21.89
30363 - Paralegal/Legal Assistant III	26.79
30364 - Paralegal/Legal Assistant IV	32.41
30375 - Petroleum Supply Specialist	25.69
30390 - Photo-Optics Technician	23.02
30395 - Radiation Control Technician	25.69
30461 - Technical Writer I	21.11
30462 - Technical Writer II	25.83
30463 - Technical Writer III	31.25
30491 - Unexploded Ordnance (UXO) Technician I	24.24
30492 - Unexploded Ordnance (UXO) Technician II	29.33
30493 - Unexploded Ordnance (UXO) Technician III	35.16
30494 - Unexploded (UXO) Safety Escort	24.24
30495 - Unexploded (UXO) Sweep Personnel	24.24
30501 - Weather Forecaster I	23.26
30502 - Weather Forecaster II	28.29
30620 - Weather Observer, Combined Upper Air Or	(see 2) 20.71
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 21.11
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	29.33
31020 - Bus Aide	11.61
31030 - Bus Driver	17.49
31043 - Driver Courier	13.59
31260 - Parking and Lot Attendant	9.99
31290 - Shuttle Bus Driver	14.52
31310 - Taxi Driver	11.20
31361 - Truckdriver, Light	14.52
31362 - Truckdriver, Medium	15.84
31363 - Truckdriver, Heavy	19.08
31364 - Truckdriver, Tractor-Trailer	19.08
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.30
99030 - Cashier	8.87
99050 - Desk Clerk	9.24
99095 - Embalmer	26.17
99130 - Flight Follower	24.24
99251 - Laboratory Animal Caretaker I	11.83
99252 - Laboratory Animal Caretaker II	12.94
99260 - Marketing Analyst	21.40
99310 - Mortician	26.17
99410 - Pest Controller	15.27
99510 - Photofinishing Worker	12.74
99710 - Recycling Laborer	15.00
99711 - Recycling Specialist	17.89
99730 - Refuse Collector	12.95
99810 - Sales Clerk	11.67
99820 - School Crossing Guard	12.67
99830 - Survey Party Chief	17.60
99831 - Surveying Aide	10.86
99832 - Surveying Technician	16.00
99840 - Vending Machine Attendant	13.88
99841 - Vending Machine Repairer	16.48
99842 - Vending Machine Repairer Helper	13.88

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.48 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.18 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For

example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND 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 re-grading 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.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

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 Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1)).

QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION

ICE's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Service Provider, and not the Government, is responsible for the day-to-day operation of the Facility and all the management and quality control actions required to meet the terms of the Agreement. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The Service Provider shall develop a comprehensive program of inspections and monitoring actions and document its approach in a Quality Control Plan (QCP). The Service Provider's QCP, upon approval by the Government, will be made a part of the resultant Agreement.

This QASP is designed to provide an effective surveillance method to monitor the Service Provider's performance relative to the requirements listed in the Agreement. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the Service Provider is required to furnish.

This QASP is based on the premise the Government will validate that the Service Provider is complying with ERO-mandated quality standards in operating and maintaining detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the Service Provider and use of an approved QCP will ensure that the Facility is operating within acceptable quality levels.

2. DEFINITIONS

Performance Requirements Summary (Attachment A): The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE 2011 Performance Based National Detention Standards (PBNDS). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by ICE when conducting quality assurance surveillance to guide them through the inspection and review processes.

Functional Area: A logical grouping of performance standards.

Contracting Officer's Technical Representative (COTR): The COTR interacts with the Service Provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the Agreement. The Contracting Officer issues a written memorandum that appoints the COTR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

Performance Standards: The performance standards are established in the ERO ICE 2011 PBNDS at <http://www.ice.gov/detention-standards/2011> as well as the ACA standards for ALDF. Other standards may also be defined in the Agreement.

Measures: The method for evaluating compliance with the standards.

Acceptable Quality Level: The minimum level of quality that will be accepted by ICE to meet the performance standard.

Withholding: Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment A for information on the percentages of an invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COTR and Contracting Officer confirm resolution or correction, and should be included in the next month's invoice.

Deduction: Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The Service Provider will be notified immediately if such a situation arises. The Contracting Officer in consultation with the ERO will determine the amount of the deduction. Amounts deducted are not recoverable.

4. QUALITY CONTROL PLAN

The Service Provider shall develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment A for a summary list of performance requirements.) Such reviews shall be performed by the Service Provider to validate its operations, and assure ICE that the services meet the performance standards.

The Service Provider's QCP shall include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by ERO. The reports and other results generated by the Service Provider's QCP activities should be provided to the COTR as requested.

The frequency and type of the Service Provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards.

The Service Provider is encouraged not to limit its inspection to only the processes outlined in the 2011 PBNDS; however, certain key documents shall be produced by the Service Provider to ensure that the services meet the performance standards. Some of the documentation that shall be generated and made available to the COTR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Service Provider shall develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)
- Staff training records
- Contract discrepancy reports (CDRs)
- Investigative reports

- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

5. METHODS OF SURVEILLANCE

ICE will monitor the Service Provider's compliance with the Performance Standards using a variety of methods. All facilities will be subject to a full annual inspection, which will include a review of the Service Provider's QCP activities. In addition, ICE may conduct additional routine, follow-up, or unscheduled ad hoc inspections as necessary (for instance, as a result of unusual incidents or data reflected in routine monitoring). ICE may also maintain an on-site presence in some facilities in order to conduct more regular or frequent monitoring. Inspections and monitoring may involve direct observation of facility conditions and operations, review of documentation (including QCP reports), and/or interviews of facility personnel and detainees.

5.1 Documentation Requirements: The Service Provider shall develop and maintain all documentation as prescribed in the PBNDS (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Service Provider shall also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The Government may review 100% of the documents, or a representative sample, at any point during the period of performance.

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the Service Provider based on meeting the performance standards. Payment withholdings and deductions will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the Agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Service Provider at least 30 calendar days in advance of implementation of the new standard(s). If the Service Provider is not provided with the notification, adjustment to the new standard shall be made within 30 calendar days after notification. If any change affects pricing, the Service Provider may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the Service Provider, so long as the standards are not more stringent than those being replaced.

7. FAILURE TO MEET PERFORMANCE STANDARDS

Performance of services in conformance with the PRS standards is essential for the Service Provider to receive full payment as identified in the Agreement. The Contracting Officer may take withholdings or deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Service Provider's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other

feedback. As a result of its surveillance, the Service Provider will be assigned the following rating relative to each performance standard:

Rating	Description
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated or observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Service Provider's monthly invoice as prescribed in Attachment A.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government *deducts* (vs. "withholds") amounts from the Service Provider's monthly invoice. This may happen when a significant event occurs, when a particular deficiency is noted multiple times without correction, or when the Service Provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Service Provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security," but may also relate to a deficiency in the area of "Administration and Management." In no event will the withhold or deduction exceed 100% of the invoice amount.

8. NOTIFICATIONS

- (a) Based on the inspection of the Service Provider's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment B. To the extent practicable, issues should be resolved informally, with the COTR and Service Provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the Service Provider with a date when a response is due. Upon receipt of a CDR, the Service Provider shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Service Provider shall return the CDR with the action planned or taken noted. After the COTR reviews the Service Provider's response to the CDR including its planned remedy or corrective action taken, the COTR will either accept the plan or correction or reject the correction or plan for revision and provide an

explanation. This process should take no more than one week. The CDR shall not be used as a substitute for quality control by the Service Provider.

- (c) The COTR, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies 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, or protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff or detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes); 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. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COTR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the Service Provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken.
- (e) Following receipt of the Service Provider's notification that the correction has been made, the COTR may re-inspect the Facility. Based upon the COTR's findings, he or she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the Service Provider terminates the Agreement, those funds will not be released. The Service Provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Service Provider is not relieved of full performance of the required services hereunder; the Agreement may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COTR will maintain a record of all open and resolved CDRs.

9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

The detainee and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COTR will be logged and forwarded to the Service Provider for remedy. Upon notification, the Service Provider shall be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The Service Provider shall submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Service Provider shall document its findings and notify the COTR.

10. ATTACHMENTS

- A. Performance Requirements Summary
- B. Contract Discrepancy Report

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBNS 2011)	WITHHOLDING CRITERIA
<p>Safety (20%) Addresses a safe work environment for staff, volunteers, contractors and detainees</p>	<p>PBNS References: Part 1 - SAFETY 1.1 Emergency Plans; 1.2 Environmental Health and Safety; 1.3 Transportation (by Land).</p>	<p>A Contract Discrepancy Report that cites violations of cited PBNS and PWS (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to 20% of a month invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p>Security (20%) Addresses protection of the community, staff, contractors, volunteers and detainees from harm</p>	<p>PBNS References: Part 2 - SECURITY 2.1 Admission and Release; 2.2 Classification System; 2.3 Contraband; 2.4 Facility Security and Control; 2.5 Funds and Personal Property; 2.6 Hold Rooms in Detention Facilities; 2.7 Key and Lock Control; 2.8 Population Counts; 2.9 Post Orders; 2.10 Searches of Detainees; 2.11 Sexual Abuse and Assault Prevention and Intervention; 2.12 Special Management Units; 2.13 Staff-Detainee Communication; 2.14 Tool Control; 2.15 Use of Force and Restraints.</p>	<p>A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p>Order (10%) Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability</p>	<p>PBNS Reference: Part 3 - ORDER 3.1 Disciplinary System.</p>	<p>A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard of section.</p>
<p>Care (20%) Addresses contractor responsibility to provide for the basic needs and personal care of detainees</p>	<p>PBNS References: Part 4 - CARE 4.1 Food Service; 4.2 Hunger Strikes; 4.3 Medical Care; 4.4 Personal Hygiene; 4.5 Suicide Prevention and Intervention; 4.6 Terminal Illness, Advanced Directives, and Death.</p>	<p>A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to 20% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p>Activities (10%) Addresses contractor responsibilities to reduce the negative effects of confinement</p>	<p>PBNS References: Part 5 - ACTIVITIES 5.1 Correspondence and Other Mail; 5.2 Escorted Trips for Non-Medical Emergencies; 5.3 Marriage Requests; 5.4 Recreation; 5.5 Religious Practices; 5.6 Telephone Access; 5.7 Visitation; 5.8 Voluntary Work Program.</p>	<p>A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p>Justice (10%) Addresses contractor responsibilities to treat detainees fairly and respect their legal rights</p>	<p>PBNS References: Part 6 - JUSTICE 6.1 Detainee Handbook; 6.2 Grievance System; 6.3 Law Libraries and Legal Materials; 6.4 Legal Rights Group Presentations.</p>	<p>A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that treat detainees fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBNS 2011)	WITHHOLDING CRITERIA
<p>Administration and Management (10%) Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements</p>	<p>PBNS References: Part 7 - ADMIN & MANAGEMENT 7.1 Detention Files; 7.2 News Media Interviews and Tours; 7.3 Staff Training; 7.4 Transfer of Detainees;</p> <p>Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07</p>	<p>A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that require the Contractor’s administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p>Workforce Integrity (10%) Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems</p>	<p>Staff Background and Reference Checks (Contract) 4-ALDF-7B-03</p> <p>Staff Misconduct 4-ALDF-7B-01</p> <p>Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14</p> <p>Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08</p>	<p>A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Workforce Integrity and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p>Detainee Discrimination (10%) Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability</p>	<p>Discrimination Prevention 4-ALDF-6B-02-03</p>	<p>A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Detainee Discrimination and PWS (contract) sections permits the Contract Officer to withhold or deduct up to 10% of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>

Attachment B – Contract Discrepancy Report

CONTRACT DISCREPANCY REPORT			1. CONTRACT NUMBER
Report Number:			Date:
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COTR)	
DATES			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.)</i>			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)			
6. TO: (COTR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>			
CLOSE OUT			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COTR			
CONTRACTING OFFICER			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
LASALLE PARISH SHERIFFS OFFICE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Previous Vendor DUNS: 968795331+0000 Update Vendor DUNS: 968795331+7134 All other terms and conditions remain the same. Period of Performance: 07/17/2019 to 07/16/2024 For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.				

	Policy Number:	LaSalle Correctional Center
	Policy Name:	Quality Assurance Program
	Effective Date:	6/11/2019

POLICY

It is the policy of the LaSalle Correctional Center to operate a comprehensive internal Quality Assurance and Process Improvement Program in order to ensure that all policies are being followed and staff performance is in accord with all applicable standards, statutory requirements, and contractual agreements.

AUTHORITY:

Corporate and Facility Policy

DEFINITIONS:

None

PROCEDURES:

- A.** Quality Assurance is the process by which information is gathered, analyzed, and steps taken, to ensure that procedures are aligned to original or projected goals. The quality of the operation of the facility has many facets. Each is important to the overall operation and success of the facility, and its program, in its own right. The purpose for the collection, measurement, and analysis of data is as follows:
- 1) Establishing a history of information.
 - 2) To meet contractual guidelines.
 - 3) Conduct trend analyses of the collected data.
 - 4) To define and measure short term goals
 - 5) To define and measure long term goals
 - 6) To identify problems, and potential problems, so that corrective or proactive actions may be taken.
- B.** Gathering information
- 1) In order to analyze and measure data, information must be collected. This can be completed through a variety of methods, including, but not limited to:
 - a) Collection of statistical information
 - b) Observations
 - c) Audits
 - d) Other methods
- C.** Current Quality Assurance components
- 1) It is important to understand the complete operation of the facility and its program(s). To clarify the components of any facility information is currently being gathered in all of the following areas:
 - a) Incident Reporting Statistics (monthly)
 - b) Training Statistics (monthly)
 - c) Inmate/Detainee/Resident and/or staff Grievances (monthly)
 - d) Inmate/Detainee Disciplinary statistics (monthly)
 - e) Correctional Officer Employee turnover statistics (monthly)
 - f) Audits- Self audits, audits conducted by the Compliance Officer., or audits conducted by other staff or department heads on a department other than their area of responsibility.
 - g) Vendor issues (e.g. Food Service, Commissary). These issues should be reported as soon as possible when/if there is a problem or situation with the vendor or any vendor employees. These issues shall also be communicated to the Warden.

- 2) The statistical information on a-f (above) is due to the Assistant Warden by the 5th day of each month for the previous months' statistics. This will be compiled and sent to the Warden review.

D. Proposed Quality and Assurance components

- 1) Program criteria reviews
- 2) Requested audits on specific areas of concern
- 3) Contractual requirement audits
- 4) Other components

E. Procedural Guidelines

- 1) A comprehensive Quality Assurance and Improvement Initiative assures that the facility's management team is making progress toward previously identified program objectives, using pre-agreed criteria, and is able to identify potential problems in a timely manner.
- 2) Auditing Guidelines
 - a) All facility operations and programs shall be audited against Catahoula Correctional Center policies.
 - b) The audits shall be used to analyze and evaluate each program/facility/department to determine its efficiency and contribution to the overall mission of the facility, as well as the program and service needs of the inmate/detainee population
- 3) Auditing Frequency/Types
 - a) Audits may be requested by the Warden.
 - b) Audits may be conducted announced, or unannounced.
- 4) Report Findings
 - a) Report and audit results will be used in an ongoing analysis and projection of the needs of the facility.
 - b) Audit findings will be sent in writing to the department head for corrective measures.

F. Audit Findings

- 1) Upon receipt of the audit report, the department head will provide a written report on all corrective action taken as a result of the audit findings to the Compliance Officer no later than 7 business days after the report was received.
 - a) This report will specifically identify which deficiencies were rectified and which were not, including reasons why a deficiency was not corrected. The report will also include the date the deficiency was corrected, and action taken to ensure no repeat deficiency in the future.
 - b) If additional resources are needed to correct an audit deficiency, the report will identify them.
 - c) The corrective action will be forwarded to the Assistant Warden to review.
 - d) A follow-up review will be conducted on all audit deficiencies 30 days from the date of corrective action on the finding by the Compliance Officer. The follow-up review report will be sent to the Assistant Warden for review.

REVIEW:

The Warden will review this policy on an annual basis.

ATTACHMENTS:

None

POLICY APPROVAL:

Name	Title	Date	Signature
	Warden	6/11/2019	

2. AMENDMENT/MODIFICATION NO. P00001
 3. EFFECTIVE DATE See Block 16C
 4. REQUISITION/PURCHASE REQ. NO.
 5. PROJECT NO. (If applicable)
 6. ISSUED BY CODE ICE/DCR
 7. ADMINISTERED BY (If other than Item 6) CODE
 ICE/Detention Compliance & Removals
 Immigration and Customs Enforcement
 Office of Acquisition Management
 801 I Street, NW (b)(6);
 WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 LASALLE PARISH SHERIFF OFFICE
 ATTN (b)(6); (b)(7)(C)
 PO BOX 70
 JENA LA 71342
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. X
 70CDCR19DIG000015
 10B. DATED (SEE ITEM 13)
 07/16/2019
 CODE (b)(7)(E) FACILITY CODE

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

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

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

CHECK ONE 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. IGSA 70CDCR19DIG000015
	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 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 968795331
 COR: (b)(6); (b)(7)(C) @ice.dhs.gov
 Alternate COR: (b)(6); (b)(7)(C) @ice.dhs.gov
 Contract Specialist: (b)(6); (b)(7)(C) @ice.dhs.gov
 Contracting Officer: (b)(6); (b)(7)(C) @ice.dhs.gov
 LaSalle Parish Sheriff's Office: Sheriff Scott Franklin (b)(6); (b)(7)(C)
 (b)(6); @lasalleso.com
 Subcontractor (LaSalle Corrections) POC: (b)(6); (b)(7)(C) @aol.com

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

15A. NAME AND TITLE OF SIGNER (Type or print) Scott Franklin Sheriff (b)(6); (b)(7)(C)	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED (b)(6); (b)(7)(C)
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
LASALLE PARISH SHERIFF OFFICE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>The purpose of this modification is to remove the Guaranteed Minimum at this facility. All other terms and conditions remain unchanged. Period of Performance: 07/17/2019 to 07/16/2024</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Detention Bed Day Rate: (b)(4) per detainee Obligated Amount: (b)(4)</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW (b)(6): WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LASALLE PARISH SHERIFF OFFICE ATTN (b)(6); (b)(7)(C) PO BOX 70 JENA LA 71342		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE (b)(7)(E)	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR19DIG000015	10B. DATED (SEE ITEM 13) 07/16/2019

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IGSA 70CDCR19DIG000015
	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 968795331

COR: (b)(6); (b)(7)(C) @ice.dhs.gov

Alternate COR: (b)(6); (b)(7)(C) @ice.dhs.gov

Contract Specialist: (b)(6); (b)(7)(C) @ice.dhs.gov

Contracting Officer: (b)(6); (b)(7)(C) @ice.dhs.gov

LaSalle Parish Sheriff's Office: Sheriff Scott Franklin (b)(6); (b)(7)(C)

(b)(6): @lasalleso.com

Subcontractor (LaSalle Corrections) POC: (b)(6); (b)(7)(C) @aol.com

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Scott Franklin Sheriff	15C. DATE SIGNED 5/6/2020	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)	16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C)	16C. DATE SIGNED
(b)(6); (b)(7)(C)				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
LASALLE PARISH SHERIFF OFFICE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to clarify that the removal of the Guaranteed Minimum executed in P00001 includes the requirement that 25% of the beds (b)(4) at this facility will be available for ICE use within 24-hours notice and 100% (b)(4) within 7 days.</p> <p>This modification also temporarily allows for (b)(4) monthly telephone minutes to be provided to ICE detainees at no cost to the detainee and to be invoiced to the Government at the following rates:</p> <p>Domestic Call Rate: (b)(4) per minute International Call Rate: (b)(4) per minute Cuba Call Rate: (b)(4) per minute</p> <p>This temporary change is due to the circumstances caused by the COVID-19 pandemic and the resulting limitations on face to face interactions between detainees and visitors and legal representation. Invoices shall represent the actual minutes used by ICE detainees and provide a monthly breakdown of actual telephone usage by call category (domestic, international, and Cuba).</p> <p>Period of Performance: 07/17/2019 to 07/16/2024 For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p>				

2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192119FNLOAK15020.3	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/DCR
ICE/DCR COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LASALLE ECONOMIC DEVELOPMENT BOX 1889 JENA LA 71342-0000	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0015 70CDCR19FIGR00006 10B. DATED (SEE ITEM 13) 11/01/2018
CODE (b)(7)(E)	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: (b)(4)
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) ICE Agreement DROIGSA-07-0015

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: 605465678
 Contracting Officer's Representative: (b)(6); (b)(7)(C)@ice.dhs.gov
 Contracting Officer: (b)(6); (b)(7)(C)@ice.dhs.gov
 Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to provide funding in the amount of (b)(4) for Detention and (b)(4) for transportation/guard service. Total order funding is increased as follows:

From: \$ 15,164,944.80
 By: \$ 8,368,949.00
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
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
DROIGSA-07-0015/70CDCR19FIGR00006/P00003

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>To: \$ 23,533,893.80</p> <p>Delivery: 30 Days After Award Discount Terms: (b)(4)</p> <p>Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6): WASHINGTON DC 20536</p> <p>Period of Performance: 11/01/2018 to 10/31/2019</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p>				
0001	<p>DETENTION & CARE OF PERSONS DETAINED AT A DAILY RATE OF (b)(4) FOR THE FIRST 1170 BEDS. Total amount is increased as follows:</p> <p>From: \$ (b)(4) By: \$ To: \$</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p>				(b)(4)
0003	<p>TRANSPORTATION/GUARD SERVICE FOR DETENTION CONTRACT Total amount is increased as follows:</p> <p>From: \$ (b)(4) By: \$ To: \$</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0015/70CDCR19FIGR00006/P00003

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The funding provided in this Task Order is the amount presently available for payment and allotted to the award. The service provider agrees to perform to the point that service does not exceed the total amount currently allotted to the items funded under the Task Order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p>				

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00004 See Block 16C 192119FNLOAK15020.4

6. ISSUED BY CODE ICE/DCR 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR
 ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT
 801 I STREET NW (b)(6): WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.
 LASALLE ECONOMIC DEVELOPMENT (x)
 BOX 1889 9B. DATED (SEE ITEM 11)
 JENA LA 71342-0000
 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0015
 70CDCR19FIGR00006
 10B. DATED (SEE ITEM 13)
 11/01/2018
 CODE (b)(7)(E) 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: (b)(4)
 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) ICE Agreement DROIGSA-07-0015

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: 605465678
 Contracting Officer's Representative: (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternative Contracting officer's Representative: (b)(6); (b)(7)(C)
 (b)(6); (b)(7)(C)@ice.dhs.gov
 Contracting Officer: (b)(6); (b)(7)(C)@ice.dhs.gov
 Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to provide funding in the amount of (b)(4) for Detention and (b)(4) for transportation/guard service. Total order funding is increased as follows:
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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)
 (b)(6); (b)(7)(C)
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0015/70CDCR19FIGR00006/P00004

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>From: \$23,533,893.80 By: \$16,756,926.30 To: \$40,290,820.10</p> <p>Delivery: 30 Days After Award Discount Terms: (b)(4)</p> <p>Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536</p> <p>Period of Performance: 11/01/2018 to 10/31/2019</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p>				
0001	<p>DETENTION & CARE OF PERSONS DETAINED AT A DAILY RATE OF (b)(4) FOR THE FIRST (b)(4) BEDS. Total amount is increased as follows:</p> <p>From: (b)(4) By: To:</p> <p>Accounting Info: (b)(4)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p>	(b)(4)			
0003	<p>TRANSPORTATION/GUARD SERVICE FOR DETENTION CONTRACT Total amount is increased as follows: From: (b)(4) Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0015/70CDCR19FIGR00006/P00004

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>By: (b)(4) To: [Redacted]</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to the award. The service provider agrees to perform to the point that service does not exceed the total amount currently allotted to the items funded under the Task Order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p>				

2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR ICEDETERENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6) WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) ICE/DCR ICEDETERENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6) WASHINGTON DC 20536
---	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LASALLE ECONOMIC DEVELOPMENT BOX 1889 JENA LA 71342-0000	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0015 70CDCR19FIGR00006 10B. DATED (SEE ITEM 13) 11/01/2018
---	---

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) ICE Agreement DROIGSA-07-0015

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: 605465678
 Contracting Officer's Representative: (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternative Contracting officer's Representative: (b)(6); (b)(7)(C)
 (b)(6); (b)(7)(C)@ice.dhs.gov
 Contracting Officer: (b)(6); (b)(7)(C)@ice.dhs.gov
 Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to provide funding in the amount of (b)(4) for Detention and (b)(4) for transportation/guard service. Total order funding is increased as follows:
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
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
DROIGSA-07-0015/70CDCR19FIGR00006/P00005

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>From: \$23,533,893.80 By: \$16,756,926.30 To: \$40,290,820.10</p> <p>Period of Performance: 11/01/2018 to 10/31/2019 The funding provided in this Task Order is the amount presently available for payment and allotted to the award. The service provider agrees to perform to the point that service does not exceed the total amount currently allotted to the items funded under the Task Order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p>				

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 11/01/2018		2. CONTRACT NO. (If any) DROIGSA-07-0015		6. SHIP TO: a. NAME OF CONSIGNEE ICE ENFORCEMENT REMOVAL	
3. ORDER NO. 70CDCR19FIGR00006		4. REQUISITION/REFERENCE NO. 192119FNLOAK15020		b. STREET ADDRESS IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6);	
5. ISSUING OFFICE (Address correspondence to) ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536		c. CITY WASHINGTON		d. STATE DC	e. ZIP CODE 20536
7. TO: a. NAME OF CONTRACTOR LASALLE ECONOMIC DEVELOPMENT		b. COMPANY NAME		f. SHIP VIA	
c. STREET ADDRESS BOX 1889		d. CITY JENA		e. STATE LA	f. ZIP CODE 71342-0000
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE ICE ENFORCEMENT REMOVAL			
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 <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB		12. F.O.B. POINT Destination			
13. PLACE OF a. INSPECTION Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award	
b. ACCEPTANCE Destination		16. DISCOUNT TERMS (b)(4)			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 605465678 Contracting Officer's Representative: (b)(6); (b)(6); (b)(7)(C)@ice.dhs.gov Contracting Officer: (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)@ice.dhs.gov Contract Specialist: Donnell Sam, Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)	
21. MAIL INVOICE TO: a. NAME DHS ICE b. STREET ADDRESS (or P.O. Box) BURLINGTON FINANCE CENTER PO BOX 1620 ATTN ICE-ERO-FOD-FNL c. CITY WILLISTON							
SEE BILLING INSTRUCTIONS ON REVERSE						\$9,943,054.70	17(i) GRAND TOTAL
22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed) (b)(6); (b)(7)(C) TITLE: CONTRACTING/ORDERING OFFICER		\$9,943,054.70	

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 11/01/2018	CONTRACT NO. DROIGSA-07-0015	ORDER NO. 70CDCR19FIGR00006
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>(b)(6); [redacted]@ice.dhs.gov</p> <p>The purpose of this Task Order is to establish a new order under IGSA No. DROIGSA-07-0015.</p> <p>The obligated amount is increased as follows:</p> <p>From:\$ 0.00 By:\$ 9,943,054.70 To:\$ 9,943,054.70</p> <p>Note: Wage Determination No. 2015-5175 R.6 has been incorporated into the IGSA via P00035.</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to the award. The service provider agrees to perform to the point that service does not exceed the total amount currently allotted to the items funded under the Task Order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allot</p> <p>Exempt Action: Y Sensitive Award: PII Period of Performance: 11/01/2018 to 10/31/2019</p> <p>DETENTION & CARE OF PERSONS DETAINED AT A DAILY RATE OF (b)(4) FOR THE FIRST (b)(4) BEDS.</p> <p>Accounting Info: [redacted] (b)(7)(E)</p> <p>Continued ...</p>				9,343,054.70	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$9,343,054.70	

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 11/01/2018	CONTRACT NO. DROIGSA-07-0015	ORDER NO. 70CDCR19FIGR00006
-----------------------------	---------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0002	<p>Funded: (b)(4)</p> <p>DETENTION & CARE OF PERSONS AT A DAILY RATE OF (b)(4) DY FOR BEDS ABOVE (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p>			(b)(4)		
0003	<p>TRANSPORTATION/GUARD SERVICE FOR DETENTION CONTRACT</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Invoice Instructions: ICE - ERO Contracts</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows:</p> <p>a) Email:</p> <ul style="list-style-type: none"> • (b)(7)(E)@ice.dhs.gov • Contracting Officer Representative (COR) or Government Point of Contact (GPOC) • Contract Specialist/Contracting Officer <p>Each email shall contain only (1) invoice and the invoice number shall be indicated Continued ...</p>			(b)(4)		

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 11/01/2018	CONTRACT NO. DROIGSA-07-0015	ORDER NO. 70CDCR19FIGR00006
-----------------------------	---------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>on the subject line of the email.</p> <p>b) USPS:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 Williston, VT 05495-1620</p> <p>ICE-ERO/DRO-FOD-FNL</p> <p>The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>c) Facsimile:</p> <p>Alternative Invoices shall be submitted to: (802)-288-7658</p> <p>Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages.</p> <p>Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable:</p> <p>(i). Name and address of the Service Provider/Contractor. Note: the name, Continued ...</p>					

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 11/01/2018	CONTRACT NO. DROIGSA-07-0015	ORDER NO. 70CDCR19FIGR00006
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;</p> <p>(ii). Dunn and Bradstreet (D&B) DUNS Number;</p> <p>(iii). Invoice date and invoice number;</p> <p>(iv). Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p>(v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;</p> <p>(vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii). Terms of any discount for prompt payment offered;</p> <p>(viii). Remit to Address;</p> <p>(ix). Name, title, and phone number of person to resolve invoicing issues;</p> <p>(x). ICE program office designated on order/contract/agreement and</p> <p>(xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing)</p> <p>(xii). Electronic Funds Transfer (EFT) banking information in accordance with Continued ...</p>					

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 11/01/2018	CONTRACT NO. DROIGSA-07-0015	ORDER NO. 70CDCR19FIGR00006
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management.</p> <p>3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred. Details are as follows:</p> <p>(i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting documentation for all detention services provided during the invoice period which provides the information described below:</p> <p>a. Detention Bed Space Services</p> <ul style="list-style-type: none"> • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>(ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs Continued ...</p>					

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 11/01/2018	CONTRACT NO. DROIGSA-07-0015	ORDER NO. 70CDCR19FIGR00006
-----------------------------	---------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>and/or reflecting the established price in the contract and shall be submitted in .pdf format:</p> <p>a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>b. Transportation Services: For transportation CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Mileage rate being applied for that invoice; • Number of miles; • Transportation routes provided; • Locations serviced; • Names of detainees transported; • Itemized listing of all other charges; <p>and,</p> <ul style="list-style-type: none"> • for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts. <p>c. Stationary Guard Services: The itemized monthly invoice shall state:</p> <ul style="list-style-type: none"> • The location where the guard services were provided, • The employee guard names and number of hours being billed, • The employee guard names and duration of the billing (times and dates), and • (4) for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted. <p>d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, Continued ...</p>					

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 11/01/2018	CONTRACT NO. DROIGSA-07-0015	ORDER NO. 70CDCR19FIGR00006
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>volunteer detainee wages, etc.):</p> <p>1) The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support.</p> <p>(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required:</p> <p>(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.</p> <p>(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be Continued ...</p>					

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 11/01/2018	CONTRACT NO. DROIGSA-07-0015	ORDER NO. 70CDCR19FIGR00006
-----------------------------	---------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.</p> <p>(iii) Use shredders when discarding paper documents containing Sensitive PII.</p> <p>(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII.</p> <p>5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at (b)(6); (b)(7)(C) or by e-mail at (b)(7)(E)@ice.dhs.gov.</p> <p>The total amount of award: (b)(4) The obligation for this award is shown in box 17(i).</p>					

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

(b)(4)

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192119FNLOAK15020.1	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/DCR
ICE/DCR COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LASALLE ECONOMIC DEVELOPMENT BOX 1889 JENA LA 71342-0000	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0015 70CDCR19FIGR00006 10B. DATED (SEE ITEM 13) 11/01/2018
CODE (b)(7)(E) 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: (b)(4)
 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) ICE Agreement DROIGSA-07-0015

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: 605465678
 Contracting Officer's Representative: (b)(6); (b)(7)(C)@ice.dhs.gov
 Contracting Officer: (b)(6); (b)(7)(C)@ice.dhs.gov
 Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to provide funding in the amount of (b)(4) for Detention and (b)(4) for transportation/guard service. Total order funding is increased as follows:

From: \$ 9,943,054.70
 By: \$ 1,949,910.10
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6);
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	(Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0015/70CDCR19FIGR00006/P00001

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>To:\$ 11,892,964.80</p> <p>Delivery: 30 Days After Award Discount Terms: (b)(4)</p> <p>Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536</p> <p>Period of Performance: 11/01/2018 to 10/31/2019</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p>				
0001	<p>DETENTION & CARE OF PERSONS DETAINED AT A DAILY RATE OF (b)(4) FOR THE FIRST (b)(4) BEDS. Total amount is increased as follows:</p> <p>From: \$(b)(4) By: \$ To: \$</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p>				(b)(4)
0003	<p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p> <p>TRANSPORTATION/GUARD SERVICE FOR DETENTION CONTRACT Total amount is increased as follows:</p> <p>From: \$(b)(4) By: \$ To: \$</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0015/70CDCR19FIGR00006/P00001

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The funding provided in this Task Order is the amount presently available for payment and allotted to the award. The service provider agrees to perform to the point that service does not exceed the total amount currently allotted to the items funded under the Task Order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p>				

2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192119FNLOAK15020.2	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/DCR
ICE/DCR COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LASALLE ECONOMIC DEVELOPMENT BOX 1889 JENA LA 71342-0000	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-07-0015 70CDCR19FIGR00006 10B. DATED (SEE ITEM 13) 11/01/2018
CODE (b)(7)(E) FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule	Net Increase:	\$3,271,980.00
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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) ICE Agreement DROIGSA-07-0015

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: 605465678
 Contracting Officer's Representative: (b)(6); (b)(7)(C)@ice.dhs.gov
 Contracting Officer: (b)(6); (b)(7)(C)@ice.dhs.gov
 Contract Specialist: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to provide funding in the amount of (b)(4) for Detention and (b)(4) for transportation/guard service. Total order funding is increased as follows:

From: \$ 11,892,964.80
 By: \$ 3,271,980.00
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6);
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
DROIGSA-07-0015/70CDCR19FIGR00006/P00002

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>To:\$ 15,164,944.80</p> <p>Delivery: 30 Days After Award Discount Terms: (b)(4)</p> <p>Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536</p> <p>Period of Performance: 11/01/2018 to 10/31/2019</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p>				
0001	<p>DETENTION & CARE OF PERSONS DETAINED AT A DAILY RATE OF (b)(4) FOR THE FIRST 1170 BEDS. Total amount is increased as follows:</p> <p>From: \$(b)(4) By: \$ To: \$</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p>				(b)(4)
0003	<p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p> <p>TRANSPORTATION/GUARD SERVICE FOR DETENTION CONTRACT Total amount is increased as follows:</p> <p>From: \$(b)(4) By: \$ To: \$</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-07-0015/70CDCR19FIGR00006/P00002

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NAME OF OFFEROR OR CONTRACTOR
LASALLE ECONOMIC DEVELOPMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The funding provided in this Task Order is the amount presently available for payment and allotted to the award. The service provider agrees to perform to the point that service does not exceed the total amount currently allotted to the items funded under the Task Order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p>				

2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192120FNLOAK15016.1	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE ICE/DCR		7. ADMINISTERED BY (If other than Item 6) CODE	
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LASALLE PARISH SHERIFF OFFICE ATTN (b)(6); (b)(7)(C) PO BOX 70 JENA LA 71342	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR19DIG000015 70CDCR19FR0000067
		10B. DATED (SEE ITEM 13) 07/17/2019
CODE (b)(7)(E)		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: (b)(4)
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) Per IGSA: 70CDCR19DIG000015

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: 968795331
CO: (b)(6); (b)(7)(C)@ice.dhs.gov
CS: (b)(6); (b)(7)(C)@ice.dhs.gov
COR: (b)(6); (b)(7)(C)@ice.dhs.gov
ACOR: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to obligate funding in the amount of \$1,394,269.78.
Obligated amounts are shown in the individual CLIN descriptions below.
Total amount obligated increases as follows:
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C)
	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR19DIG000015/70CDCR19FR0000067/P00003

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NAME OF OFFEROR OR CONTRACTOR
LASALLE PARISH SHERIFF OFFICE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>From: \$7,743,888.22 By: \$1,394,269.78 To: \$9,138,158.00</p> <p>All other terms and conditions remain the same. Delivery: 30 Days After Award Discount Terms: (b)(4)</p> <p>Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536</p> <p>Period of Performance: 07/17/2019 to 07/16/2020</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Beds</p> <p>Rate: (b)(4)</p> <p>Total Obligated Funding: From: (b)(4) By: To:</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Continued ...</p>				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
LASALLE PARISH SHERIFF OFFICE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p> <p>Transportation/Guard Services</p> <p>Total Obligated Funding: From: (b)(4) By: <input type="text"/> To: <input type="text"/></p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to this Task Order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this Task Order. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted.</p>				(b)(4)

2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6)
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LASALLE PARISH SHERIFF OFFICE ATTN (b)(6); (b)(7)(C) PO BOX 70 JENA LA 71342	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR19DIG000015 70CDCR19FR0000067 10B. DATED (SEE ITEM 13) 07/17/2019
CODE (b)(7)(E) 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: (b)(4)
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) Per IGSA: 70CDCR19DIG000015

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: 968795331
CO: (b)(6); (b)(7)(C)@ice.dhs.gov
CS: (b)(6); (b)(7)(C)@ice.dhs.gov
COR: (b)(6); (b)(7)(C)@ice.dhs.gov
ACOR: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is as follows

1. Funding in the amount of \$5,739,936.42 is obligated.

Obligated amounts are shown in the individual CLIN descriptions below.
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA	
16C. DATE SIGNED (b)(6); (b)(7)(C)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR19DIG000015/70CDCR19FR0000067/P00004

PAGE OF
2 4

NAME OF OFFEROR OR CONTRACTOR
LASALLE PARISH SHERIFF OFFICE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Total amount obligated increases as follows: From: \$ 9,138,158.00 By: \$ 5,739,936.42 To: \$14,878,094.42</p> <p>2. Clarify that the removal of the Guaranteed Minimum executed under 70CDCR19DIG000015 includes the requirement that 25% of the beds (189 beds) at this facility will be available for ICE use within 24-hours notice and 100% (755 beds) within 7 days.</p> <p>3. Add CLIN 0003 "(b)(4) Telephone Minutes" this is temporarily provided ICE detainees at no cost to the detainees.</p> <p>4. All other terms and conditions remain the same. Discount Terms: (b)(4) Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536</p> <p>Period of Performance: 07/17/2019 to 07/16/2020</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Beds</p> <p>Rate: (b)(4)</p> <p>Total Obligated Funding: From: (b)(4) By: To:</p> <p>Requisition No: 192119FNLOAK15089, 192119FNLOAK15089.1, 192120FNLOAK15016, 192120FNLOAK15016.1, 192120FNLOAK15016.2, 192120FNLOAK15016.3</p> <p>Delivery: 30 Days After Award Accounting Info: (b)(7)(E)</p> <p>Continued ...</p>				(b)(4)

NAME OF OFFEROR OR CONTRACTOR
LASALLE PARISH SHERIFF OFFICE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount): Transportation/Guard Services</p> <p>Total Obligated Funding: From: (b)(4) By: To:</p> <p>Requisition No: 192119FNLOAK15089, 192120FNLOAK15016.1, 192120FNLOAK15016.3</p> <p>Delivery: 30 Days After Award Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR19DIG000015/70CDCR19FR0000067/P00004

PAGE OF
4 4

NAME OF OFFEROR OR CONTRACTOR
LASALLE PARISH SHERIFF OFFICE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Add Item 0003 as follows:</p> <p>(b)(4) Telephone Minutes - This is a temporarily provided to ICE detainees at no cost to the detainee and to be invoiced to the Government at the following rates:</p> <p>Domestic Call Rate: (b)(4) per minute International Call Rate: (b)(4) per minute Cuba Call Rate: (b)(4) per minute</p> <p>This temporary change is due to the circumstances caused by COVID-19 pandemic and the resulting limitations on face to face interactions between detainees and visitors and legal representation. Invoices shall represent the actual minutes used by ICE detainees and provide a monthly breakdown of actual telephone usage by call category domestic, international, and Cuba. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: Funded: (b)(4)</p> <p>For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to this Task Order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this Task Order. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted.</p>				(b)(4)

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 07/17/2019		2. CONTRACT NO. (If any) 70CDCR19DIG000015		6. SHIP TO:	
3. ORDER NO. 70CDCR19FR0000067		4. REQUISITION/REFERENCE NO. 192119FNLOAK15089		a. NAME OF CONSIGNEE ICE ENFORCEMENT REMOVAL	
5. ISSUING OFFICE (Address correspondence to) ICE/DETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536				b. STREET ADDRESS IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6);	
7. TO: (b)(6); (b)(7)(C)		c. CITY WASHINGTON		d. STATE DC	e. ZIP CODE 20536
a. NAME OF CONTRACTOR LASALLE PARISH SHERIFF OFFICE		b. COMPANY NAME		f. SHIP VIA	
c. STREET ADDRESS PO BOX 70		d. CITY JENA		e. STATE LA	f. ZIP CODE 71342
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE	
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 <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT	
13. PLACE OF a. INSPECTION Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award	
b. ACCEPTANCE Destination				16. DISCOUNT TERMS (b)(4)	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 968795331 CO: (b)(6); (b)(7)(C)@ice.dhs.gov CS: (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)@ice.dhs.gov COR: (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)@ice.dhs.gov Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME DHS ICE				(b)(4)		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) BURLINGTON FINANCE CENTER PO BOX 1620 ATTN ICE-ERO-FOD-FNL				(b)(4)		
c. CITY WILLISTON		d. STATE VT	e. ZIP CODE 05495-1620			
22. UNITED STATES OF AMERICA BY (Signature) (b)(6); (b)(7)(C)				23. NAME (Typed) (b)(6); (b)(7)(C) TITLE: CONTRACTING/ORDERING OFFICER		

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 07/17/2019	CONTRACT NO. 70CDCR19DIG000015	ORDER NO. 70CDCR19FR0000067
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>ACOR: (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>This establishes a new Task Order against IGSA 70CDCR19DIG000015 for Detention Beds, Guard, and Transportation Services with LaSalle Parish, LA and obligates funding in the amount of (b)(4)</p> <p>Total amount obligated increases as follows: From: (b)(4) By: To:</p> <p>Period of Performance: 07/17/2019 to 07/16/2020</p> <p>Detainee Beds</p> <p>Rate: (b)(4)</p> <p>Total Obligated Funding: From: (b)(4) By: To:</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p>				(b)(4)	
0002	<p>Transportation/Guard Services</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Invoice Instructions: ICE - ERO Contracts</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be Continued ...</p>				(b)(4)	

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 07/17/2019	CONTRACT NO. 70CDCR19DIG000015	ORDER NO. 70CDCR19FR0000067
-----------------------------	-----------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>submitted in a ".pdf" format in accordance with the contract terms and conditions via email, United States Postal Service (USPS) or facsimile as follows:</p> <p>a) Email:</p> <ul style="list-style-type: none"> • (b)(7)(E)@ice.dhs.gov • Contracting Officer Representative (COR) or Government Point of Contact (GPOC) • Contract Specialist/Contracting Officer <p>Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email.</p> <p>b) USPS:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 Williston, VT 05495-1620</p> <p>ATTN: ICE-ERO-FOD-FNL</p> <p>The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>c) Facsimile:</p> <p>Alternative Invoices shall be submitted to: (802)-288-7658</p> <p>Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages. Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management Continued ...</p>					

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 07/17/2019	CONTRACT NO. 70CDCR19DIG000015	ORDER NO. 70CDCR19FR0000067
-----------------------------	-----------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable:</p> <p>(i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;</p> <p>(ii). Dunn and Bradstreet (D&B) DUNS Number;</p> <p>(iii). Invoice date and invoice number;</p> <p>(iv). Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p>(v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;</p> <p>(vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii). Terms of any discount for prompt payment offered;</p> <p>(viii). Remit to Address;</p> <p>Continued ...</p>					

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

(b)(4)

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

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

DATE OF ORDER 07/17/2019	CONTRACT NO. 70CDCR19DIG000015	ORDER NO. 70CDCR19FR0000067
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(ix). Name, title, and phone number of person to resolve invoicing issues;</p> <p>(x). ICE program office designated on order/contract/agreement and</p> <p>(xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing)</p> <p>(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management.</p> <p>3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred. Details are as follows:</p> <p>(i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting documentation for all detention services provided during the invoice period which provides the information described below:</p> <p>a. Detention Bed Space Services</p> <ul style="list-style-type: none"> • Bed day rate; <p>Continued ...</p>					

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 07/17/2019	CONTRACT NO. 70CDCR19DIG000015	ORDER NO. 70CDCR19FR0000067
-----------------------------	-----------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<ul style="list-style-type: none"> • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>(ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and shall be submitted in .pdf format:</p> <p>a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information <p>b. Transportation Services: For transportation CLINs without a GM, the supporting documentation must include:</p> <ul style="list-style-type: none"> • Mileage rate being applied for that invoice; • Number of miles; • Transportation routes provided; • Locations serviced; • Names of detainees transported; • Itemized listing of all other charges; <p>and,</p> <ul style="list-style-type: none"> • for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts. <p>c. Stationary Guard Services: The itemized Continued ...</p>					

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 07/17/2019	CONTRACT NO. 70CDCR19DIG000015	ORDER NO. 70CDCR19FR0000067
-----------------------------	-----------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>monthly invoice shall state:</p> <ul style="list-style-type: none"> • The location where the guard services were provided, • The employee guard names and number of hours being billed, • The employee guard names and duration of the billing (times and dates), and • (4) for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted. <p>d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.):</p> <p>1) The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support.</p> <p>(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status. Continued ...</p>					

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 07/17/2019	CONTRACT NO. 70CDCR19DIG000015	ORDER NO. 70CDCR19FR0000067
-----------------------------	-----------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>As part of your obligation to safeguard information, the follow precautions are required:</p> <p>(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.</p> <p>(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.</p> <p>(iii) Use shredders when discarding paper documents containing Sensitive PII.</p> <p>(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII.</p> <p>5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at (b)(6); (b)(7)(C) or by e-mail at (b)(7)(E)@ice.dhs.gov.</p> <p>The total amount of award: \$3,086,962.49. The obligation for this award is shown in box 17(i).</p>					

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

(b)(4)

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192119FNLOAK15089.1	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE ICE/DCR		7. ADMINISTERED BY (If other than Item 6) CODE	
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6): WASHINGTON DC 20536			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LASALLE PARISH SHERIFF OFFICE ATTN (b)(6); (b)(7)(C) PO BOX 70 JENA LA 71342	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR19DIG000015 70CDCR19FR0000067
		10B. DATED (SEE ITEM 13) 07/17/2019
CODE (b)(7)(E)		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: (b)(4)
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) Per IGSA: 70CDCR19DIG000015

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: 968795331
CO: (b)(6); (b)(7)(C)@ice.dhs.gov
CS: (b)(6); (b)(7)(C)@ice.dhs.gov
COR: (b)(6); (b)(7)(C)@ice.dhs.gov
ACOR: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to obligate funding in the amount of 1,074,889.01.

Total amount obligated increases as follows:
From: \$3,086,962.49
By: \$1,074,889.01
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C)
	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
LASALLE PARISH SHERIFF OFFICE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>To: \$4,161,851.50</p> <p>All other terms and conditions remain the same. Discount Terms: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Period of Performance: 07/17/2019 to 07/16/2020</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Beds</p> <p>Rate: (b)(4)</p> <p>Total Obligated Funding: From: (b)(4) By: To:</p> <p>For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to this Task Order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this Task Order. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted.</p>				(b)(4)

2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192120FNLOAK15016	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6)
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LASALLE PARISH SHERIFF OFFICE ATTN (b)(6); (b)(7)(C) PO BOX 70 JENA LA 71342	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR19DIG000015 70CDCR19FR0000067 10B. DATED (SEE ITEM 13) 07/17/2019
CODE (b)(7)(E) 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: (b)(4)
 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) Per IGSA: 70CDCR19DIG000015

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: 968795331
 CO: (b)(6); (b)(7)(C)@ice.dhs.gov
 CS: (b)(6); (b)(7)(C)@ice.dhs.gov
 COR: (b)(6); (b)(7)(C)@ice.dhs.gov
 ACOR: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to obligate funding in the amount of \$3,582,036.72.

Total amount obligated increases as follows:
 From: \$4,161,851.50
 By: \$3,582,036.72
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C)
	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
LASALLE PARISH SHERIFF OFFICE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>To: \$7,743,888.22</p> <p>All other terms and conditions remain the same. Delivery: 30 Days After Award Discount Terms: (b)(4) Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW (b)(6); WASHINGTON DC 20536</p> <p>Period of Performance: 07/17/2019 to 07/16/2020</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Beds</p> <p>Rate: (b)(4)</p> <p>Total Obligated Funding: From: (b)(4) By: To:</p> <p>Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4)</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p> <p>Transportation/Guard Services</p> <p>Total Obligated Funding: Continued ...</p>				(b)(4)
0002					(b)(4)

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
LASALLE PARISH SHERIFF OFFICE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>From: (b)(4) By: To:</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>For inquiries regarding ICE detainee information or ICE's usage of this agreement, there shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to this Task Order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this Task Order. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted.</p>				