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## **I. CONTRACT OBJECTIVES**

The objective of this contract is to obtain services for all oversight, management, supervision, and vehicles necessary to provide detention, transportation and food services for the El Centro Service Processing Center (SPC), located at 1115 N. Imperial Avenue, El Centro, CA 92243. The El Centro SPC is a Government Owned and Contractor Operated Facility (GOCO).

### **A.1 U. S. IMMIGRATION AND CUSTOMS ENFORCEMENT GOALS**

The United States Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE) is responsible for the detention, food, health, welfare, transportation and deportation of illegal aliens in removal proceedings, and aliens subject to final order of removal from the United States. ICE houses detainees in Service Processing Centers (SPC) and other federal, state, local and private facilities.

### **A.2 PURPOSE**

#### **A. 2.1 ICE DRO Mission**

The mission of the Detention and Removal Operations Program (DRO) is 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 the country illegally or have become removable after admission.

In implementing its mission, DRO is responsible for carrying out all orders for the securing and departure activities of detainees who are designated in removal proceedings and for arranging for the detention of detainees when such becomes necessary and prescribed by law.

DRO currently maintains and operates various databases used to process cases located by the U.S. Customs and Border Protection, Investigations, Inspections and other law enforcement agencies. The DRO activities are directly reliant upon these activities. Investigative and Border activities locate aliens who are denied entry or further stay in the United States and whose departure must be enforced.

### **A.3 CONTRACT OBJECTIVES – TOP LEVEL**

- A.3.1 A fully controlled, secure, safe and supervised facility and its detainees will be achieved, with no detainee escapes and no unauthorized entries.
- A.3.2 The staffing of fully trained, knowledgeable and responsive detention officers (b)(7)(E) and support personnel, including managers, who have proper security clearances and efficiently carry out the law enforcement and administrative duties required by the contract, laws and regulations.
- A.3.3 The timely acquiring and/or accomplishing of training, certifications, licenses, drug testing, uniforms, equipment, supplies and vehicles necessary to provide the full range of required detention and transportation services seven (7) days a week, twenty-four (24) hours per day throughout the contract period of performance.

### **A.4 SPECIFIC OBJECTIVES**

#### **A.4.1 Facility Security and Control**

The facility is fully guarded and controlled. Access and egress points are fully secured to ensure that no escapes and unauthorized entries occur. Records and reports are maintained and submitted in a timely and accurate manner. Detainee inspections, counts, handling and supervision are carried out in a timely, courteous and, if applicable, force-appropriate manner. Contraband will be secured, controlled, inventoried and timely reported to the COTR or designated ICE official, as prescribed under the applicable contract.

#### **A.4.2 Health, Safety and Emergency**

The facility shall be fully compliant with all applicable health and safety codes and standards. Detainee supervision shall be effective so as to minimize and quickly stop disturbances. Medical services and responses to injuries and illness shall be prompt and provide the proper medical care and attention.

#### A.4.3 Property, Equipment, Supplies and Information

Government-owned property, equipment, supplies and information shall be safeguarded, timely inventoried, and controlled in accordance with applicable procedures. Firearm usage and storage at facilities shall be in accordance with ICE and state standards and licensing requirements. All valuables, whether Government-owned, contractor-owned, detainee-owned, or contraband, will be properly controlled, secured, managed and released or disposed.

#### A.4.4 Contractor Employee Training

The Contractor's employees satisfactorily complete all required trainings on schedule and properly perform their duties during the course of the contract period of performance. The employees' performance, reports, response to situations, and other duties are in accordance with the standards, procedures, and training that apply to the circumstances at hand.

### A.5 PERFORMANCE MEASURES

The following measures are applicable to all Detention and Transportation contracts for detention services at ICE SPCs. Contract may include additional objectives and measures that are relevant and specific to the site for which services are being acquired.

A.5.1 All guard posts must be fully staffed, and patrols and inspections are accomplished in accordance with the contract and applicable standards. No escapes or unauthorized entries shall occur. Records and reports are maintained in an accurate manner and to be submitted on time. Detainee inspections, counts, handling and supervisions are carried out in a timely, courteous and, if applicable, force-appropriate manner.

The contractor's preventive actions, searches and detection processes shall ensure that all contraband is timely seized, controlled and reported to ICE officials. No loss or misplacement of contraband or other controlled items occur.

A.5.2 No health and safety code violations shall occur within the contract period of performance. Emergency safety plans must be complete, effective and in place. Detainee supervision minimizes and stops disturbances within 1 to 3 minutes following occurrences. Responses to injuries and illness are provided and administered immediately in the cases of emergencies, and within one hour in cases of non-emergency situations.

A.5.3 Government-owned property, equipment, supplies and information are safeguarded, inventoried, and controlled, in accordance with applicable contract requirements and procedures. No loss of property by negligence or theft shall occur. Inventory reports of controlled property are submitted on time, and detainee property is accurately logged, secured and returned.

No accidents or violations of firearm usage occur and weapon storage at facilities shall be in accordance with ICE and state standards and licensing requirements. Firearm safety is exercised and no unauthorized use of firearms occurs.

A.5.4 The Contractor's employees satisfactorily complete all required trainings on schedule and properly perform their duties during the course of the contract period of performance. The employees' performance, reports, response to situations, and other duties are in accordance with the standards, procedures, and training that apply to the circumstances at hand. No more than 10% of the contractor's employees require remedial or repeat training per year due to poor or substandard performance.

### A.6 PARTNERING PHILOSOPHY

A major intent of this acquisition is to create a "partnership" between ICE and the Contractor. ICE has structured the contract in a manner that ensures the Contractor's goals and objectives are in alignment with those of ICE. Superior performance on the Contractor's part will have both an indirect and direct effect on the accomplishment of ICE's mission. Within the context of the ICE/Contractor partnership, ICE does not use the terms "partner" and "partnership" as legal terms. The ICE/Contractor partnership will reflect the attributes of an open, collaborative, customer-oriented, and professional relationship. In addition to meeting the program objectives, the contractor is encouraged to:



1. Consistently take steps to understand ICE's crucial national security mission, its business issues and opportunities, and its responsibilities under Section 287(g) of the Illegal Immigration Reform and Immigrant Responsibility Act;
2. Work collaboratively with other Federal, state and local law enforcement organizations, contractors, Government agencies, and business partners to ensure success; and
3. Performance measures and metrics shall be used extensively to monitor contractor performance. ICE and the Contractor will monitor progress using agreed-upon performance metrics.

#### **A.7 CONSTRAINTS**

The following constraints comprise the statutory, regulatory, policy and operational considerations that will impact the contractor. The contractor is expected to become familiar with all constraints affecting the work to be performed. These constraints may change over time; the contractor is expected to be knowledgeable of any changes to the constraints and perform in accordance with the most current and future versions of the constraints. Constraints include, but are not limited to:

- a) Memoranda of Understanding between ICE and individual law enforcement jurisdictions that may apply.
- b) Department of Homeland Security Management Directive (HSMD) 11035 - Safeguarding Sensitive but Unclassified (For Official Use Only) Information.
- c) Department of Homeland Security Management Directive (HSMD) 11050.2 - Personnel Security and Suitability Program.
- d) Post Orders.
- e) General Directives.
- f) American Correctional Association (ACA) Standards for Adult Detention Local Facilities (most current editions) and the most recent copy of the supplement issued every two years. A copy is obtainable for purchase through the Internet website [www.aca.org/store/bookstore/](http://www.aca.org/store/bookstore/)
- g) ICE/DHS Officer's Handbook (current and future editions, as issued).
- h) A Guide to Proper Conduct and Relationships with Aliens and the General Public – <http://onlineplus.uscis.dhs.gov/lpbinplus/lpext.dll/Infobase/ddm/ddm-1/ddm-10477?f=templates&fn=document-frame.htm#ddm-appendix-32-26-1>
- i) The ICE Performance Based National Detention Standards (PBNDS) – A copy is obtainable on the Internet website <http://www.ice.gov/>. In the search icon insert "DRO Detention Standards."
- j) All rules and regulations governing usage of firearms, public buildings and grounds.
- k) All regulations provided to the Contractor through the COTR.
- l) Computer Security Act of 2002.
- m) The Patriot Act of 2001.
- n) The Illegal Immigration Reform and Immigrant Responsibility Act (II AIRA), P. L. 104-208.
- o) Federal Acquisition Regulation (FAR) and Department of Homeland Security Acquisition Regulation (HSAR).
- p) Applicable facility codes, rules, regulations and policies.
- q) Applicable Federal, state and local labor laws and codes.
- r) Applicable Federal, state and local firearm laws, regulations and codes.
- s) Alignment with external sources (e.g. state and local law enforcement organizations).
- t) Pre-clearance approvals are required for access to ICE field staff, facilities and information.
- u) All applicable environmental requirements, including Executive Orders and Management Directives.
- v) DHS Non-Disclosure Agreement Requirements.
- w) Organizational Conflict of Interest Provisions.

Current and future editions/versions of the documents listed above apply.



**B. GENERAL**

In housing detainees, the Contractor is required to perform in accordance with the current and future editions of the ICE Detention Standards, 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), and state and local laws on firearms for California. 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.

El Centro SPC operates at an operational capacity of (b) detainees. For the purposes of this contract, the Government reserves the right to populate the facility utilizing a (b) increase of the operational capacity without additional cost to the Government.

Detainees are classified as (b)(7)(E). The Contractor shall provide a minimum of (b) Detention Officer of the same gender as the detainees on each post. Contractor shall be responsible for detainee record keeping services and personal property in accordance with Subsection 4 of the Performance Work Statement (PWS). The Contractor shall create and update the records and the Government will store the records at the end of the contract. All records will remain the property of the U.S. Government.

The Contractor shall provide stationary detention services on demand by the Contracting Officer's Technical Representative (COTR), Contracting Officer (CO), and/or an ICE-designated official and shall include, but will not be limited to, escorting and guarding detainees to medical or doctor's appointments, court hearings, ICE interviews, transporting to designated detention facilities, and any other locations requested by the COTR, CO, and/or an ICE-designated official. Such services will be performed by qualified detention officer personnel employed by the Contractor under its policies, procedures, and practices. The Contractor shall agree to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. It is imperative that assigned posts are properly covered at all times or as deemed required and necessary by the Government. Public contact is prohibited unless authorized in advance by the COTR or an ICE-designated official.

The Contractor shall provide its own fully operational and well-maintained equipment and supplies that pertain to its own business enterprise. Business activities may include replacing equipment, vehicles, and manpower to ensure full service at the El Centro Service Processing Center.

**C. EXPLANATION OF TERMS**

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

**Administrative Segregation** - A form of separation from the general population used when the continued presence of the detainee in the general population would pose a threat to life, property, self, staff, or other detainees or to the security or orderly running of the facility. This housing status also includes detainees who require protective custody, those who cannot be placed in the local population because they are en route to another facility (holdovers), those who are awaiting a hearing before a disciplinary panel, and those requiring separation for medical reasons. A unit of housing for detainees whose continued presence in the general population poses a serious threat to life, property, self, staff, or other inmates.

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

**Adult Local Detention Facility (ALDF)**: A facility which detains persons over the age of 18.

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

**American Correctional Association (ACA)** - The American Correctional Association is the oldest and largest international correctional association in the world. ACA serves all disciplines within the corrections profession and is dedicated to excellence in every aspect of the field.

**Assistant Field Office Director (AFOD)** - ICE senior officer in charge of the Service Processing Center (SPC).

**Bed-Day** - The total billable cost to the Government to maintain and house one detainee for one day. Bed-day means day in or day out and all days in between. The Contractor may charge for day of arrival or day of departure, but not both.

**Bed-Day Rate** - The rate charged for each individual detainee per day. Bed-day rate is an all-inclusive burdened rate to include all costs inclusive of direct costs, indirect costs, overhead and profit necessary to provide the detention and food service requirements described in the PWS.

**Body cavities** - Body cavities include the mouth, ears, nostrils, vagina, and rectum.

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

**Bureau of Prisons (BOP)** - The United States Federal Bureau of Prisons protects society by confining offenders in the controlled environments of prisons and community-based facilities that are safe, humane, cost-efficient, and appropriately secure, and that provide work and other self-improvement opportunities to assist offenders in becoming law-abiding citizens.

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

**Contraband** - Items that pose a threat to the security of people or property. A contraband item fits into either the category of hard or soft contraband as defined below:

- a. **Hard Contraband:** Any item that is inherently dangerous as a weapon or tool of violence, e.g., a (b)(7)(E) Because hard contraband presents an immediate physical threat in or to the facility, a detainee found in possession of hard contraband could face disciplinary action or criminal prosecution.
- b. **Soft Contraband:** Any item that presents a nuisance, which does not pose a direct and immediate threat to an individual's safety. None-the-less, soft contraband has the potential to create dangerous or unsanitary conditions in the facility, such as excess papers that create a fire hazard, food items that are spoiled or retained beyond the point of safe consumption, etc.

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

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

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

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

**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.

**Credentials** - Documents providing primary source verification including education, training, licensure, experience, board certification, and expertise of an employee.

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

**Department of Justice (DOJ)** - 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).



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

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

**Detainee Day** - is day in or day out and all days in between. The contractor may charge for the day of arrival or day of departure but not both.

**Detention Officers** - Contractor's uniformed staff members responsible for the security, care, transportation, and supervision of detainees during all phases of activity in a detention facility. The officer is also responsible for the safety and security of the facility.

**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.

**Detention and Removal Operations (DRO)** - A division of ICE, whose mission 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.

**Detention Standards Compliance Unit (DSCU)** - The purpose of the Detention Standard Compliance Unit (DSCU) is to develop and prescribe policies, standards, and procedures for ICE detention operations and to ensure detention facilities are operated in a safe, secure, and humane condition for both detainees and staff.

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

**Directive** - A document issued by the U.S. Government and signed by the President, Departmental Secretary, or an Assistant Secretary that establishes policy, delegates authority, and/or assigns responsibilities.

**Disciplinary Segregation** - A unit housing detainees who commit serious rule violations.

**Division of Immigration Health Services (DIHS)** - A unit within the U.S. Public Health Service dedicated to providing medical services for ICE facilities.

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

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

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

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

**Executive Office of Immigration Review (EOIR)** - An agency of the Department of Justice.

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

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



**Federal Bureau of Investigation (FBI)** - An agency of the Department of Justice.

**Federal Bureau of Prisons (BOP)** - An agency of Department of Justice.

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

**Flight Operations Unit (FOU)** - The FOU, located in Kansas City, MO, is the principal mass air transportation and deportation coordinating entity within DRO. It manages Government and contract flights to the southern tier of the United States, Caribbean, and northern South America and orchestrates DRO flight standardization and safety. It works in coordination with Justice Prisoner and Alien Transportation System.

**Government** - Refers to the United States Government.

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

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

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

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

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

**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.

**Immigration and Customs Enforcement (ICE)** - A law enforcement agency within the U.S. Department of Homeland Security.

**Immigration & Customs Enforcement Officers** – ICE Officers such as Supervisor Detention and Deportation Officer (SDDO), Supervisory Immigration Enforcement Agent (SIEA), Immigration Enforcement Agent (IEA), and Deportation Officer (DO).

**Incident Report** - A written document reporting an event (e.g., minor disturbances, officer misconduct, any detainee rule infraction).

**Justice Prisoner and Alien Transportation System (JPATS)** – Department of Justice's prisoner transportation system operated by the United States Marshal Service (USMS), sometimes referred to as the "airlift."

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

**Lethal or Deadly Force** - The force a person uses with the purpose of causing or knowingly creating a substantial risk of causing death or serious bodily harm.

**Life Safety Code** - A manual published by the National Fire Protection Association (NFPA) specifying minimum standards for fire safety necessary in the public interest.

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

**Medical Records** - Separate records of all detainee medical examinations, diagnoses, and treatments maintained by the United States Public Health Service.

**Man Hour** - Man-hour means productive hours when the required services are performed. Only productive hours can be billed and invoiced.

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

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

**Mileage Rate** – a fully burdened rate inclusive of the mileage rate in accordance with General Service Administration Federal Travel Regulation, vehicle equipment, maintenance, and fuel costs.

**Non-Contact Visitation** - Visitation that restricts detainees from having physical contact with visitors using physical barriers such as screens and/or glass. Voice communications between the parties are typically accomplished with telephones or speakers.

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

**Notice to Proceed (NTP)** - Written notification from the Government to the Contractor stating the date that the Contractor may begin work, subject to the conditions of the contract.

**Office of Professional Responsibility, Personnel Security Unit (OPR-PSU)** - This office in ICE implements a component-wide personnel security program.

**On-Call Post/Remote Custody Officer Post** - These posts shall be operated on demand by the COTR and shall include, but are not limited to, escorting and custody of detainees for hearings, ICE interviews, medical watches, and any other location requested by the COTR.

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

**Performance Requirement Summary (PRS)** - 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 National Detention Standards (NDS).

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

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

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

**Post Orders** – Written orders that specify the duties of each position, hour-by-hour, and the procedures that the Post Officer will follow in carrying out those duties.

**Preventive Maintenance** - A system designed to enhance the longevity and/or usefulness of buildings and equipment in accordance with a planned schedule.

**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.

**Productive Hours** - These are hours when the required services are performed and can be billed.

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

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

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

**Public Health Service (PHS)** - An agency of the United States Department of Health and Human Services.



**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.

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

**Quality Assurance Surveillance Plan (QASP)** – A Government-produced document that is based on the premise that the Contractor, 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 contract. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The QASP validates that the Contractor is complying with DRO-mandated quality standards in operating, maintaining, and repairing detention facilities. The QASP is used to calculate invoice withholdings and/or deductions.

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

**Quality Control Plan (QCP)** - A Contractor-produced document that addresses critical operational performance standards for services provided.

**Responsible Physician** - A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the detainee population of the facility.

**Restraint Equipment** - This includes but is not limited to (b)(7)(E)

**Sally Port** - An enclosure situated either in the perimeter wall or fence to the facility or within the interior of the facility, containing gates or doors at both ends, only one of which opens at a time. This (b)(7)(E)

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

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

**Security Perimeter** - The outer portions of a facility, which actually provide for secure confinement of detainees.

**Security Risk Level** - (b)(7)(E)

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

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

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

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



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

**Standards for Health Services In Jails** - Publication of the National Commission on Correctional Health Care (NCCHC) (latest edition).

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

**Suitability Check** - The clearance process to determine Contractor and all Contractor Employees suitable to work on a Government contract.

**Tour of Duty** - No more than 12 hours in any 24-hour period with a minimum of eight (8) hours off between shifts, except as directed by state or local law.

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

**Transportation Service Cost** – All inclusive or burdened rate. Cost includes but is not limited to labor, overtime outside of standard working hours, equipment, material, supplies, and other related costs necessary to respond to requests by designated officials for movement of detainees from place to place necessary for processing, court hearings, interviews, doctor’s appointments, JPATs/airports, and transporting in-between detention facilities (counties, state and federal).

**Travel Cost** – Cost inclusive of lodging and meals and incidental expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel.

**United States Marshals Service (USMS)** - An agency of the Department of Justice.

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

**Weapons** - This includes, but is not limited to (b)(7)(E)

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

**D. AMBIGUITIES**

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.

## II. PERFORMANCE WORK STATEMENT FOR DETENTION AND TRANSPORTATION SERVICES

### SUBSECTION 1 - GENERAL ADMINISTRATION, ORGANIZATION, AND MANAGEMENT

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

#### A. Quality Control Plan (QCP)

The Contractor shall provide an overall Quality Control Plan (QCP) that addresses critical operational performance standards for the services required under this contract. The QCP shall ensure that services will be maintained at a uniform and acceptable level. At a minimum, the Contractor shall periodically review and update the 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 Contracting Officer's Technical Representative (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 Contracting Officer (CO). The CO may modify the contract to include these changes.

#### B. Quality Assurance Surveillance Plan (QASP)

ICE will develop a Quality Assurance Surveillance Plan (QASP) pursuant to the requirements of the Performance Work Statement. The QASP will be issued as a modification to the contract. It will present 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 roles and responsibilities of participating Government officials.
- 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 will be assessed in accordance with the evaluation of the Contractor's performance, e.g., monetary adjustments for inadequate performance.

#### C. Contractor's Failure to Perform Required Services

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



**D. Performance Evaluation Meetings**

The Contractor's representatives shall meet with the COTR(s) as determined necessary by the Government. These meetings will provide a management level review and assessment of Contractor performance and discussion and resolution of problems.

**E. Inspection by Regulatory Agencies/Media Requests**

1. 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
2. The Contractor shall notify the COTR when a member of the United States Congress or any media outlet requests information or makes a request to visit the facility, per the ICE National Detention Standard on News Media Interviews and Tours. 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, which can be reached through the Internet website: <http://www.ice.gov/about/news/contact.htm>.* The Contractor shall promptly make public announcements, *after the releases have been cleared, in advance, with the ICE Office of Public Affairs*, 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.

**F. 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 before entry on duty (EOD). Upon request by the COTR, the Contractor shall document to the Government that all employees have reviewed a copy of the manual.

**G. 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.

**H. 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-approved 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 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. Staffing must be sufficient to cover the posts as listed in the solicitation. The Contractor shall ensure daily Detention Officer Assignment rosters, by shift, for the duration of the contract. The assignment rosters shall indicate the number of staff, job titles, names, hours, and days of work for each post. The daily roster shall be posted 24 hours in advance. Shift rosters must be provided to the COTR on a daily basis upon completion of the third shift. The Contractor shall provide a minimum of one Detention Officer of the same gender as the detainees on each post.

### **2. Supervisory Staffing**

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

In the absence of the Project Manager, another qualified person who meets the Project Manager and suitable requirements shall temporarily fill that position. This individual shall perform only job duties of a Project Manager in providing oversight and direction to contract Detention Officers and interfacing with ICE 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:

- a. **Project Manager.** The Project Manager shall hold an accredited bachelor's degree in an appropriate discipline, or significant military or corrections experience of a minimum 15 years, and have at least five years of related administrative experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The degree requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- b. **Assistant Project Manager.** The Assistant Project Manager shall hold an accredited bachelor's degree in an appropriate discipline, or have at least three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The official holding this position, even in an acting capacity, shall meet ACA requirements.

- c. **Supervisory Detention Officers.** Supervisors must be trustworthy and 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.
- d. **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 the training course.
- e. **Quality Assurance Manager.** The Quality Assurance Manager shall hold an accredited bachelor's degree in an appropriate discipline, or have at least three years of related administrative experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility.
- f. **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 Project Manager 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**

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

#### **I. 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.

#### **J. 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 3 of the PWS. The training plan shall include proficiency testing (if required), instructor(s) and instructor qualifications, course descriptions, and detailed lesson plans that include subject matter and methods of presentation, course objectives, student evaluation procedures, and the location and duration of training. No less than 30 days after contract award and before contract performance begins the Contractor shall submit the training plan to the COTR for review. The Contractor is not to begin training until the COTR has approved the training plan. All training shall be conducted in a classroom or on-the-job training environment. On-line training is specifically prohibited to meet the any training requirement, unless approved in writing by the COTR.



**K. Meetings**

1. The Project Manager shall participate in ICE facility meetings as required by the COTR.
2. The Contractor's representatives shall meet with the COTR(s) as determined necessary by the Government. These meetings will provide a management level review and assessment of Contractor performance and discussion and resolution of problems.

**L. Housing, Detention, Health and Medical, and Transportation Service**

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. This includes but not limited to, providing security within the SPC perimeters:

**1. Detention Site Standards**

Contractor shall ensure that detention sites conform to ACA and DHS Standards. A fire and emergency plan shall exist and shall be aggressively managed by the Contractor.

The Contractor shall ensure facilities conformance to the following:

- a. Be clean and vermin/pest free. The Contractor is to report any sighting of vermin/pest to keep the facility clean and vermin/pest free. Any issues must be reported to the COTR immediately.
- b. Have a suitable waste disposal and recycling program.
- c. The Government provides clothing, linens, blankets, etc. The contractor disperses these items.
- d. The Contractor shall launder and change linens per ICE National Detention Standards.
- e. The Contractor shall furnish, supervise and distribute appropriate clean blankets.
- f. The Contractor shall ensure fire and emergency exits remain unimpeded to permit prompt evacuation of detainees and staff members in an emergency.
- g. The Government will provide the personal hygiene kits hygiene (e.g., soap, toothbrush, toothpaste, comb, toilet paper, and shaving equipment). The Contractor shall furnish, supervise and distribute the items to the detainees.
- h. For safety, security, and sanitation purposes, an inspection of the detainee housing areas shall be conducted by a supervisor at a minimum of once per shift. The inspection shall be logged into the security logbook and be available for review by the COTR or ICE designee.

All locks, windows, walls, floors, ventilators, covers, access panels, and doors shall be checked daily for operational wear and detainee tampering. The Contractor shall report immediately all defective equipment to the COTR or ICE designee.

The Contractor shall follow established policies and procedures relating to the security of the specific SPC to prevent possible escape attempts from detention sites, which might result in the injury or death of detainees.

The SPC shall be subject to periodic and random inspection by the COTR, ICE designee, or other officials (e.g., ACA, Foreign Counselor Officers) to insure compliance with ICE Standards. Deficiencies shall be immediately rectified or a plan for correction submitted 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. Policy and procedures for accessing 24-hour emergency medical care for ICE detainees.
- b. Policy and procedures for prompt summoning of emergency medical personnel.
- c. Policy and procedures for evacuation of detainees, if deemed necessary by qualified medical personnel.

- d. Policy, 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 ICE designee of all detainee requests for the need of medical treatment. These requests shall be addressed with urgency.

### 3. Medical Services

The United States Public Health Services (USPHS), Division of Immigration Health Services (DIHS), is responsible for providing all health care services for detainees in the custody of ICE. The USPHS shall provide medical coverage at the facility no less than twenty-four (24) hours per day, seven (7) days per week.

The Contractor shall provide security with a minimum of a staff of (b) at all times. When patients are housed in the infirmary, a security guard shall be posted to the unit twenty-four (24) hours a day, seven (7) days a week. The Contractor shall coordinate and escort detainees to the medical clinic 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. A clinic of this size could be as high as 200+ patients per day. Escort personnel will have to be assigned accordingly.

The Contractor shall provide the detainees written instructions for gaining access to health care services. Procedures shall be explained to all detainees in the detainee's native language, and orally to detainees who are unable to read. The detainee shall similarly be provided instructions and assistance in personal hygiene, dental hygiene, grooming, and health care. It shall be made routinely available.

The USPHS/DIHS shall provide for medical screening upon arrival at the facility performed by health care personnel or health trained personnel.

When communicable or debilitating physical problems are suspected, the detainee shall be separated from the detainee population, and immediately notify USPHS/DIHS staff. Behavioral problems (detainee who is not diagnosed as psychotic) and suicide observation will be the responsibility of the Contractor.

Written policy and defined procedure shall require that detainees' written health complaints are solicited and delivered to the medical facility for appropriate follow-up.

Written policy and defined procedure shall require that health care complaints are responded to and that sick call, conducted by USPHS/DIHS personnel is available to detainees daily. If a detainee's custody status precludes attendance at sick call, arrangements are to be made to provide sick call services in the place of the detainee's detention. A minimum of one sick call shall be conducted daily. USPHS/DIHS reserves the right to conduct triage and sick call in the place of the detainee's detention.

The USPHS 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.

The DIHS acts as the agent and final health authority for ICE on all off-site detainee medical and health related matters. The relationship of the DIHS to the detainee equals that of physician to patient. The Contractor shall solicit DIHS approval before proceeding with non-emergency, off-site medical care (e.g., off site lab testing, eyeglasses, cosmetic dental prosthetics, and dental care for cosmetic purposes). The Contractor shall submit supporting documentation for non-routine, off-site medical/health services to DIHS. For medical care provided outside the facility, the DIHS may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of ICE and the detainee. ICE may refuse to reimburse the Contractor for non-emergency medical costs incurred that were not pre-approved by the DIHS. The Contractor shall send requests for pre-approval for non-emergency off-site care to:



United States Public Health Service  
 Division of Immigration Health Services  
 1220 L Street NW (b)(6),(b)(7)(C)  
 Washington, DC 20005  
 Phone: (202) 732 (b)(7)(C)  
 Fax: (202) 732-0095

Contractor is to notify all medical providers approved to furnish off-site health care of detainees to submit their bills in accordance with instructions provided to:

VA Financial Service Center  
 Attn: Ms (b)(6),(b)(7)(C)  
 Claims Division  
 1651 Woodward Street  
 Austin, TX 78772  
 Phone: (512) 460 (b)(6)  
 Fax: (512) 460-5158

The Contractor agrees to accept and provide for the secure custody, care, and safekeeping of detainees in accordance with the State, and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.

**4. (b)(7)(C) Transportation Services:**

- a. 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 Detention Officers are not providing transportation services, the Contractor shall assign the employees to supplement security duties within the facility to assist ICE as directed by the COTR or designated ICE official. Duties as directed by the COTR utilizing these officers shall not incur any additional expenses to the Government.
- b. The Contractor shall assign at a minimum (b) person teams consisting of (b) transportation guards on a daily basis distributed throughout a 24 hour-period, seven (7) days a week including weekends and Holidays for the transporting of detainees. 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. Minimum team requirements per location as listed below:

Service Processing Center (SPC)	Required (b) Person Team
El Centro SPC	(b) Teams Monday thru Friday
	(X) Teams Weekends & Holidays

- c. The Contractor shall furnish and maintain suitable vehicles in good condition, approved by the Government, to safely provide the required transportation services as listed below. The Contractor shall comply with all federal and state laws with regard to inspections, licensing, and registration for all vehicles used for transportation. Vehicle parking spaces within the El Centro SPC are available but limited. The Contractor shall furnish parking spaces for its vehicles when parking spaces are not available.
- d. Nothing in this agreement shall restrict the Contractor from acquiring additional vehicles as deemed necessary by the Contractor at no 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 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) (b)(7)(E) and provide physical separation of detainees from Detention Officers.

In the event of transportation services involving distances that exceed a standard workday to complete, the Contractor shall be reimbursed for related costs of lodging and meals commensurate with the Federal Travel Regulation (FTR) 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 Detention Officer position incorporated within this agreement. The Contractor shall comply with ICE transportation standards related to the number of hours the Contractor employee may operate a vehicle. Overnight lodging and meals resulting in excess of the standard (transportation) working hours shall be approved in advance by the COTR or designated ICE official and supporting documents based on actual expenses shall be submitted with the monthly invoices.

- e. The transportation service shall be accomplished in the most economical manner.
- f. The Contractor shall supply and maintain restraining equipment, per the ICE National Detention Standard on Transportation. ICE personnel reserve the right to approve such restraining equipment, as well as the right to inspect such restraining equipment.
- g. The Contractor personnel provided for the transportation services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those Contractor personnel provided in the other areas of this agreement. Detention Officers who provide transportation shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and the state DMV Medical Certification.
- h. During all transportation activities, at least (b) detention officer shall be the same sex as the detainee and all shall be (b) in the performance of these duties.
- i. The Contractor shall, upon order of the COTR or DIHS, transport a detainee to a hospital location. Detention Officer(s) shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The Contractor shall then transport the detainee to the detention site.
- j. The COTR may direct the Contractor to transport detainees to unspecified miscellaneous locations. As a part of the release process, upon the release of a detainee from the facility (e.g., release on bond, supervised release, or case termination), the Contractor, when requested by the COTR or ICE-designated official, will transport the released detainee to a local transportation area, such as a bus station or taxi stand.
- k. 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.
- l. The Contractor shall establish and maintain a fully operational communication system compatible with ICE communication equipment, the (b)(7)(E) or equivalent to 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.
- m. Failure of the Contractor to comply fully with the detainee(s) departure as pre-scheduled shall result in the Contractor having deductions and/or withholding made for non-performance.



n. ICE anticipates normal Transportation requirements consisting of the following:

**LOCATION – EL CENTRO SPC\***

Routes	Pick up Location	Mileage (Round Trip)	Miles per week	No. of Trips per week
1	Centinela State Prison	(b)(7)(E)		
2	Calipatria State Prison			
3	San Diego Detention Facility (Points in Between			
4	Otay Mesa (Full Name Listed)			
5	Calexico Port of Entry			
6	Imperial County Jail, Sheriffs Office			
7	Los Angeles Detention Office (or Points in Between)			
8	El Centro Regional Medical Center			
9	Pioneers Memorial Hospital			

\*This list is not all inclusive. The COTR may direct the Contractor to transport detainees to unspecified miscellaneous locations with the same conditions as listed above in Section 4 and any other applicable Section.

\*\*Frequency of routes can be determined by dividing the Miles/week by the Mileage (Round Trip)

Please see Transportation Section for the post assignments of other armed officers.

**5. Detention Services (Stationary)**

- a. The Contractor agrees to provide stationary guard services on demand by the COTR including, but not limited to, escorting and guarding detainees at medical facilities and/or doctor’s appointments, hearings, ICE interviews, and any other remote location requested by the COTR. Qualified detention officer personnel employed by the Contractor under its policies, procedures, and practices shall 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.
- b. The Contractor shall be authorized (b) officer for each such remote location, unless at the direction of the COTR or designated ICE official as additional officers are required.
- 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 name of the detainee(s) that was/were guarded. Such services shall be denoted as a separate item on submitted invoices and invoice under CLIN 0002

**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.

**7. Effectuating Departure of Detainees**

Contractor employees shall effectuate departures. Effectuating departure requires Contractor employees to perform detainee-related activity included but not limited to: positive identification,

documentation preparation and review, transportation, escorting, inspecting and evaluating aircraft to ascertain unobservable exits do not exist which could allow escape, placing detainee on proper departing aircraft, remaining at the gate until aircraft is airborne and verifying verbally with carrier gate attendant that aircraft is in flight, certify departure in writing to the COTR, and returning all DHS documentation to the appropriate DHS supervisor upon completing the escort assignment. In addition, Contractor employees shall, when required by proper authority, affirm, swear, and witness to all actions of effectuating departure that were accomplished, performed, carried-out, and done and in transactions involving the detainee(s), when required in a legal setting, deposition, or court of law.

**8. Establish and Maintain a Program for the Prevention of Sexual Abuse/Assault**

The Contractor shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program. This program shall include training that is given separately to both staff and detainees, in accordance with the Prison Rape Elimination Act (PREA).

**SUBSECTION 2 - PERSONNEL**

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

**A. Minimum Standards of Employee Conduct**

The Contractor shall develop standards of employee conduct and corresponding disciplinary actions that are consistent with the following standards of conduct. 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.
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 Project Manager or ICE Supervisor any violation or attempted violation of these standards.
7. The Contractor shall report all violations or attempted violations of the standards of conduct or any criminal activity immediately to the COTR. Violations may result in employee removal from the facility. Failure on the part of the Contractor either to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Contractor to appropriate action including possible termination of the contract for default.
8. The Contractor shall not employ any person who is currently an employee of any federal agency including active duty military personnel – or whose employment would present an actual or apparent conflict of interest.



## **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, possess a high school diploma or equivalent (GED), and obtain a favorable Suitability for Employment determination. 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 contractor 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 one year 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 able to interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports;
  - c. Good judgment, courage, 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 legal residency (current and physical) 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 (SF 88), Medical Record – Report of Medical Examination.

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

1. Detention Officers must be free from any serious physical illnesses, ailments, or maladies, including epilepsy. This also includes other diseases that may be transmitted to and result in the disablement of other persons.
2. Detention Officers are required to have the following: (a) uncorrected distant vision must be equal to or better than 20/200 in each eye; (b) binocular distant vision must be correctable to 20/20; (c) monocular vision is generally disqualifying; depth perception must be equal to or better than 70 seconds of arc; (d) peripheral vision must be normal; (e) color vision must be normal. Acceptable measure of color discrimination is the Ishihara color (14 plates). X-chrome lenses are not acceptable to ICE as a means of correcting color deficiencies. Any disease or condition, which interferes with a person's vision, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by 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 wear all contractor-issued necessary equipment, and/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 have a random drug-screening program. ICE may require drug screening for cause at any time. The Contractor shall order and accomplish drug screening at the Contractor's expense. A laboratory approved by the National Institute of Drug Abuse (NIDA) must perform the screening. The Contractor shall provide the results of all such drug screening to the COTR within 24 hours after receipt.

#### **E. Contraband Program and Inspection**

A contraband control program shall be established in accordance with ICE 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**

- a. 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 within the last five (5) years.
  2. Possessing a record of arrests for continuing offenses.
  3. Falsification of information entered on suitability forms.



4. Non-payment of court ordered payments (child support, liens, etc.) or excessive delinquent debt as determined by credit check.
  5. Misconduct or negligence in prior employment which would have a bearing on efficient service in the position in question, or would interfere with or prevent effective accomplishment by the employing agency of its duties and responsibilities.
  6. Alcohol abuse of a nature and duration which suggests that the applicant or appointee would be prevented from performing the duties of the position in question or would constitute a direct threat to the property or safety of others.
  7. Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.
  8. Introduction of contraband into or unto the facility.
- b. 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 cooperate 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 contractor 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 contractor 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**

A contractor employee shall not hold the position of Detention Officer and Supervisory Detention Officer simultaneously. In the event that Supervisory Detention Officer is not available for duty, the Contractor shall provide a full-time supervisor as a replacement. The COTR will document and refer to the Contracting Officer 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 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. The design and color of the Contractor’s uniforms, patches, badges, and other identifiable markings shall not be similar in color or style to those worn by ICE officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty. Lettered breast badges and cap insignia must indicate the rank of authority and be prominently displayed as part of each uniform. A shoulder patch on the left shoulder should distinctly identify the Contractor. The officer shall not wear any other identification of the Contractor on the uniform. Each officer shall wear an identification nametag over the right breast shirt pocket.

Uniforms and equipment do not have to be new, but shall be in good condition and meet the standards at start of duty. Officers not in proper uniform shall be considered “not ready for duty/not on duty” until properly uniformed. All uniforms shall be clean, neat, and in good order. Uniforms that are frayed, stained, faded or considered too worn by the COTR shall be replaced by the Contractor.

The complete uniform consists of seasonal attire that includes appropriate shirt, pants, belt (mandatory), cap (mandatory), jacket, shoes or boots (mandatory), duty belt, (b)(7)(E)

(b)(7)(E) The Contractor shall ensure that each officer has a complete uniform. Contractor employees performing duties under this contract shall use contractor-issued uniforms and equipment only.

Prior to the contract performance date, the Contractor shall document to the COTR the uniform and equipment items that have been issued to each employee. The COTR shall approve or disapprove any uniform apparel. The Contractor shall provide a submittal of the uniform or any uniform changes to the COTR for approval.



## 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. A photograph that is at least one inch square that shows the full face and shoulders of the employee and is no more than 30 days old when the Contractor issues the credential.
- b. A printed document that contains personal data and description consisting of the employee's name, sex, birth date, height, weight, hair color and eye color, as well as the date of issuance, the signature of the employee, and the signature of project manager or designated Contractor personnel.
- c. To avoid the appearance of having Government-issued badges, the Contractor shall not possess wallet type badges or credentials. The COTR or other ICE-designated official shall approve all credentials.

## 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/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 his services into any other areas.

## M. Encroachment

Contractor employees shall not have access to Government equipment, documents, materials, and telephones for any purpose other than as authorized by COTR. Contractor 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 the COTR the duty roster showing all assignments for the following day. At the completion of each shift, the Contractor shall also provide an employment report listing (copies of the sign-in sheets [GSA Form 139, Record of Arrival and Departure from Buildings during Security Hours] for each shift) for each employee who actually worked, work classification, post assignments, and hours worked, as well as total hours worked by supervisory and non-supervisory employees to the COTR. Contract Supervisor shall conduct regular post checks to ensure personnel are prepared to be on

duty. When a contractor employee is not being utilized at a given post, the Contractor at the direction of the COTR or ICE Supervisor on Duty 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 contractor employee has been issued approved uniforms and equipment prior to EOD.

## **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 forms designated by ICE. The Government shall specify the registration points, which will be at the protected premises, and the Contractor must utilize those points for this purpose.

Detention 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 forms designated by ICE; all others will enter "On Duty." The applicable post or position numbers may be entered in the "relief" column after mutual concurrence between ICE and the Contractor.

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

## **4. Rest Periods**

When the Contractor, or a contract supervisor, authorizes rest and relief periods for the contractor employees, 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 forms designated by ICE COTR. The Contractor shall enforce the procedure without exceptions.

### **SUBSECTION 3 - TRAINING**

Detention Officers shall not perform duties under this contract until they have successfully completed all initial training and the COTR receives written certification from the Contractor. Any remuneration or pay due to the Contractor employee in accordance with U.S. Department of Labor regulations for any training time is the responsibility of the Contractor. Alternative or e-training techniques, unless approved in writing by the CO via the COTR, shall not be used. The training site shall be provided at no additional cost to the Government.

#### **A. General Training Requirements**

All employees must have the training described in the most current American Correctional Association (ACA) Standards and in this subsection. 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 60 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 100 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 180 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.

### 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 and shall be in accordance with the ACA and ICE National Detention Standards.

a. In-service Orientation/Social Diversity	2 HRS
b. Counseling Techniques/Suicide Prevention	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. Sexual Abuse/Assault Prevention and Intervention*	2 HRS
w. National Detention Standards	2 HRS
x. Firearm Training	**
y. Annual IT Security Training	1 HR
z. Use of Restraints	5 HR

*All training shall be conducted in a classroom or on-the-job training environment and shall be in accordance with ACA and National Detention Standards. On-line training is specifically prohibited to meet these requirements, unless approved in writing by the COTR.*

\* Critical Training Subjects.

\*\* *Firearm Training for Detention Officers who are required to provide (b)(7) Transportation 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 re-certification 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 60 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 first 100 hours of training. The Contractor shall provide the training format and subjects, for approval by the COTR, 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. 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. 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 consisting of at least 25 questions after each classroom-training course is completed. The Contractor may give practical exercises when appropriate. The COTR shall approve the questions before the Contractor can administer the examination. To pass any examination, each officer must achieve a score of 80% or better. The Contractor must provide the COTR with the eligible Detention Officer's completed exam before the Detention Officer may be assigned to duties under the contract. Should an employee fail the written test on the initial attempt, he or she shall be given additional training by the Contractor and be given one additional opportunity to retake the test. If the employee fails to complete and pass the test the second time, the Contractor shall remove the employee from duties on this contract.

**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 ICE designee, 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 ICE designee.

**SUBSECTION 4 – FACILITY SECURITY AND CONTROL**

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

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

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

The Contractor shall comply with all ICE 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)** officer to monitor each occupied housing unit. 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 receive 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 manifest shall be transmitted in a Microsoft Excel format.

The Contractor shall provide monthly status reports to the COTR or ICE designee. 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 ICE designee 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.

**F. Detainee Counts**

The Contractor shall monitor detainee movement and physically count detainees as directed in ICE Operations Manual and post orders. (For the ICE Detention Operations Manual, please see <http://www.ice.gov/pi/dro/opsmanual/>) The Contractor shall be responsible for documenting the physical detainee counts in the logbook. The Contractor shall ensure ICE procedures are followed when the physical detainee count does not show all detainees are accounted for. At a minimum, official detainee counts shall take place (b) per shift or as directed by the COTR or ICE designee. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, control center, and shift supervisor's office and shall be maintained for a minimum of 30 days.



**Daily Inspections**

The Detention Officers shall conduct daily inspections of all security aspects of ICE site. They shall check all bars, locks, windows, walls, floors, ventilation covers, glass panels, access plates, protective screens, doors, lights, and equipment for operational wear and detainee tampering. The Detention Officers shall also report slippery floor surfaces. This documentation shall be made daily in ICE logbooks and on "Work Request Forms" provided by ICE. Problems discovered during these inspections shall be clearly identified in the documentation.

The Contractor shall also notify the COTR of any abnormalities or problems. The Contractor shall immediately notify the COTR or ICE designee on duty of any physical facility damage. Written documentation of these Inspections shall be submitted to the COTR by the end of the shift.

**H. Control of Contraband**

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

**I. Keys and Access Control Devices**

The Contractor shall adhere to key control policies, in accordance with ICE National Detention Standards. The Contractor is responsible for all devices issued to them for ICE buildings, gates, and locks. The Contractor shall sign and acknowledge receipt of these devices. The Contractor shall follow ICE procedures that include, but are not limited to, the following:

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

Entrance Access Controls: The Contractor shall operate and enforce the personnel admitting and identification systems, and package inspection procedures in accordance with security guidelines at the protected premises prescribed by ICE National Detention Standards.

The Contractor shall 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 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**

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

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

**L. Deviation from Prescribed Schedule Assignments**

The Contractor is authorized to deviate from the scheduled assignment when unusual conditions or circumstances so demand, and if prior approval is received from the COTR. All deviations shall be

recorded in the daily logbook. When the COTR is not available, the Contractor shall notify ICE Supervisor on duty 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 responsible Detention Officer(s) shall immediately report all instances of use of physical force to the ICE Supervisor on duty. Prior to leaving his or her shift, the Officer(s) shall prepare a written report and submit it to the Supervisory Detention Officer. The Project Manager shall review, approve, and provide the report to the COTR and ICE Supervisor on duty within 24 hours of the incident.
4. The physical force report shall include:
  - a. An accounting of the events leading to the use of force.
  - b. A precise description of the incident to include date, time, place, type of force used, and reasons for employing force.
  - c. A description of the person (Detention Officers or detainees) who suffered described injuries, if any, and the treatment given.
  - d. A list of all participants and witnesses (Contractor, detainees, and ICE personnel) to incident.

#### **N. Use of Restraints Policy**

The Contractor shall comply with ICE written policy and procedures governing the use of restraint equipment. Restraints shall never be applied as punishment for more time than is necessary. Restraints shall be used only as a precaution against escape during transfer to prevent detainee self-injury, injury to others, property damage, or for medical reasons under direction of the Health Authority. Restraints consist of (b)(7)(E) When directed by the COTR, the Detention Officer may use Government-provided (b)(7)(E) in lieu of (b)(7)(E)s in emergencies, mass arrest situations, or if a detainee's wrists or ankles are too large for conventional restraints. ICE prohibits the Contractor from using all other restraint devices.

#### **O. Intelligence Information**

The Contractor shall notify the ICE Supervisor on duty immediately on issues, which could impact the safety, security, and the orderly operation of the facility. The Contractor shall adhere to the requirements contained in the ICE National Detention Standards for Funds and Personal Property.

#### **P. Lost and Found**

The Contractor shall log and maintain all lost and found articles and shall report all items to the ICE Supervisor on duty.

#### **Q. Escapes**

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

1. 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 contractor



- employees, escorts, supervisors, and management personnel. These procedures must meet the approval of the COTR, be reviewed at least annually, and updated as necessary.
2. 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 verbally communicated to the COTR for approval. A written report of the remedial action shall be due to the COTR within 24 hours of an escape or attempted escape.
  5. An escape is deemed an egregious violation of any applicable National Detention Standard and subject to an expedited processing of a Contract Discrepancy Report resulting in a deduction or withholding.

**R. Detainee Funds, Valuables, and Personal Property**

In accordance with ICE Detention Standards, 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.

**S. Admission and Release of Detainees**

In accordance with ICE 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.

**T. Detainee Classification**

In accordance with ICE National Detention Standards, the Contractor will appropriately classify each detainee prior to placement into a housing unit. The Contractor will periodically re-classify detainees, in accordance with the ICE Detention Standards.

**U. Correspondence and Other Mail**

In accordance with ICE 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.

**SUBSECTION 5 - DETAINEE RIGHTS, RULES, DISCIPLINE, AND PRIVILEGES**

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

In accordance with ICE 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.

## **SUBSECTION 6 – DETAINEE WORK DETAILS**

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. Detainee work details consist of cleaning and other duties as assigned by the COTR. It will be the sole responsibility of ICE to determine whether a detainee will be allowed to perform on voluntary work details and at what classification level. All detainees shall be searched when they are returned from work details. Detainees shall not be used for preparation or service of food.

## **SUBSECTION 7 – HEALTH, SAFETY, AND EMERGENCY STANDARDS**

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

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

The Contractor shall report all criminal activity related to the performance of this contract to the appropriate law enforcement investigative agency and to the COTR. 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 document disturbances and immediately report all serious incidents to the ICE Supervisor on duty as well as provide a report to the COTR. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods); fence damage; power outages; bomb threats; high profile detainee cases admitted to a hospital; significant environmental problems that impact the facility operations; transportation accidents (airlift, bus, etc.) resulting in injuries, death, or property damage; and sexual assaults.

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

### **B. Evacuation Plan**

The Contractor shall comply with the written ICE National Detention Standards regarding evacuation and alternate staging plans for use in the event of a fire or major emergency.

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

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

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

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



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

**D. Protection of Employees**

The Contractor shall comply with ICE comprehensive 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.

**E. 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 ICE Supervisor on duty.

**F. Hospitalization of Detainees**

Upon order of the COTR or designated ICE officer, or in an emergency situation, the Contractor shall take custody of and safeguard detainee(s) at a hospital or clinic when the detainee(s) are undergoing medical examination. If the detainee is admitted to the hospital, the detainee will remain in the custody of a contractor employee of the same gender. The contractor employee will remain until relieved by another contractor 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 contractor 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 the COTR.

**G. Emergency Medical Evacuation**

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

**H. Managing Detainee Death or Injury**

The Contractor shall comply with ICE National Detention Standards regarding Terminal Illness, Advanced Directives, and Death in the event of a detainee injury or death. In the event of a detainee death, the Contractor shall immediately notify the COTR or ICE designated official and submit a written report within 24 hours. The Contractor shall fingerprint the deceased. Staff members performing the fingerprinting shall date and sign the fingerprint card to ensure that a positive identification has been made and file the card in the detainee's file. Personal property of the deceased shall be inventoried and forwarded to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

In the event of a detainee death, the Contractor shall notify the coroner of the local jurisdiction to request a review of the case and if necessary perform an examination of the body.

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

The Contractor, in coordination with the COTR or ICE-designee, shall ensure the body is turned over to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

**I. 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.

### **SUBSECTION 8 – PROPERTY, EQUIPMENT, AND SUPPLIES**

#### **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 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. Government owned buildings, structures, or office space for the administration of the contract.
2. All equipment used for processing detainees.
3. 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.
4. Post orders at each duty post location and instructions for emergency procedures instructions shall not be removed from the designated post or from the Government site, nor shall they be reproduced or copied in any manner unless the COTR authorizes it in writing. The Contractor's employees shall read and become familiar with the emergency instructions and procedures.
5. Administrative forms, Equal Employment Opportunity, Occupational Safety and Health Administration, Service Contract Act, and Drug Free Posters 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.
6. Encrypted radios for transportation duties only will be provided by the Government.

#### **C. Equipment, Materials, and Supplies Furnished by the Contractor**

In addition to other items listed in the PWS, the Contractor shall furnish, install, operate, and maintain in acceptable condition all equipment and supplies necessary for performance under this contract including, but not limited to, the following:

1. Office telephones and services, copying machines, fax machines, computer equipment, and typewriters necessary for performing the contract. The Contractor is responsible for installation of conduit and data lines, if necessary.
2. Detention Officers' uniform and equipment but not limited to (b)(7)(E) in accordance with ICE National Detention Standards for the performance of this contract. Inclement weather apparel appropriate to local conditions.



3. Fully operational communication equipment compatible with ICE communication equipment for each Detention Officer (including relief officers) on duty shall possess a radio. The Contractor's radios shall be compatible with ICE communication equipment, the (b)(7)(E) (b)(7)(E) or equivalent to that has direct and immediate contact with all transportation vehicles and post assignments. Contractor shall maintain a serviceable, in stock, back up quantity of radios that is 50 percent of the number of radios required by the Detention Officers. Encrypted radios for transportation duties only will be provided by the Government.
4. Fully operational personnel protection equipment (PPE) that meets universal protection requirements shall include, but is not limited to, gloves, face masks, ear and eye protection, and civil disturbance-type equipment.
5. Only contractor-issued equipment is allowed in the performance of this contract.

**D. (b)(7)(E) Detention Services Furnished by Contractor**

1. The contractor shall provide new firearms and maintain sufficient licensed firearms and ammunition (b)(7)(E) (b)(7)(E) Firearms may be re-issued to new replacement employees throughout the life of the contract as long as the firearm is in serviceable condition.
2. Personal firearms shall not be used. Only contractor-issued equipment is allowed in the performance of this contract. A licensed gunsmith, in writing, shall certify all firearms safe and accurate.
3. Firearms shall be standard (b)(7)(E) ammunition that meets the recommendations of the firearm manufacturer. Ammunition will be (b)(7)(E) Ammunition will be replaced every year.
4. The Contractor shall provide sufficient ammunition for each armed Detention Officer, including uniformed contract supervisor(s); they shall be issued (b)(7)(E) magazines.
5. The Contractor shall account for all firearms and ammunition daily.
6. If any weapons or ammunition are missing from the inventory, the COTR shall be notified immediately.
7. All firearms shall be licensed by the State.
8. Firearms will be inspected by Contractor. This shall be documented by the Project Manager.
9. Loading, unloading, and cleaning of the firearms shall only take place in designated areas.
10. Firearms shall be cleaned and oiled as appropriate to ensure optimum operating conditions.
11. Firearms shall be carried with the safety on, if applicable, with a round in the chamber.
12. The Contractor shall maintain appropriate and ample supplies of firearms' upkeep and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes, patches, and other normal maintenance tools).
13. The Contractor shall provide a complete listing of licensed firearms by serial numbers and by each (b)(7)(E) to the COTR prior to beginning performance under this contract.
14. These lists shall be kept current through the terms of the contract and posted in the firearms' safes.
15. The Contractor shall obtain and maintain on file appropriate State and municipality permits and weapons permit for each officer.
16. 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.
17. The Contractor shall ensure that his/her employees have all permits/licenses in their possession at all times while on Government premises.
18. The Contractor shall provide (b)(7)(E) for storage of firearms and ammunition, for each location where firearms are issued or exchanged, which meet agency requirements and are approved for the storage of firearms and ammunition. The Contractor shall obtain approval from the COTR of all (b)(7)(E) prior to usage.

19. Contract supervisors and guards shall make accurate receipt and return entries on a Firearms and Equipment Control Register.
20. Except when issuing or returning ammunition or firearms, each (b)(7)(C) shall remain locked at all times.
21. The Contractor shall be responsible for having the combination of each (b)(7)(E) changed at least once every six months, or more often if circumstances warrant.
22. The Contractor certifies firearms training as required by the COTR and the ICE Senior Firearms Instructor.
23. The Contractor shall certify that all (b)(7) guards pass the firearms proficiency every quarter.
24. The Contractor shall provide ICE-approved intermediate weapon(s).

E.

(b)(7)(E)

**F. Detainee Telephone System (DTS)**

The ICE designated DTS-IV vendor will be the exclusive provider of detainee telephones for this Government-owned facility. The DTS-IV contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS-IV provider shall be responsible for furnishing all inventory and supply of prepaid debit cards to the Contractor. The DTS-IV provider shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS-IV, and the maintenance and operation of the system. The Contractor will not be entitled to any commissions, fees, or revenues generated by the use of the DTS-IV 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 ICE designees of any inoperable telephones.



**III. PERFORMANCE WORK STATEMENT FOR FOOD SERVICE**

**A. SCOPE**

The objective to this subpart of the contract is to obtain the complete range of full food service operations.

The Contractor shall provide all personnel, supervision, and items and services necessary to perform full food service (including satellite meals and/or sack lunches) at the specified locations, except those specified as Government furnished property or services in this PWS. Contractor tasks include, but are not limited to, the following: menu planning; ordering food and supplies; receipt, storage, inventory and record keeping; food preparation; meal service; dining facility management; cleaning facilities, equipment, and utensils; maintaining quality control; ensuring operator level maintenance and cleaning; and in the event of a contingency (see para. 3.5.1), perform all required tasks to include continued service.

The Contractor shall use any and all approaches, within the constraints of the contract, to effectively and efficiently accomplish the requirements of this PWS in a timely manner, at reasonable cost and maintain American Correctional Association (ACA) compliance and certification.

**B. APPLICABLE DIRECTIVES**

The Contractor shall adhere to the following documents in accordance with paragraph 3.0, Performance Requirements. The requirements of the ACA standards are controlling. If there is a conflict between the ACA Standards and local requirements, the ACA standards shall prevail.

Document Type	No./Version	Title	Location
American Correctional Association (ACA) Manual	4th Edition, Part IV. Care 3-ADLF-4C-01 through 4C-16 3-ALDF-3A-21 through 3A-22	Adult Local Detention Facility (ALDF)	<a href="http://www.aca.org/standards/">www.aca.org/standards/</a>
ALDF Performance Standard: Food Service	4 <sup>th</sup> Edition, Part IV. Care pg 41-45	ALDF	<a href="http://www.aca.org/standards/">www.aca.org/standards/</a>
Detention Operations Manual, also known as the National Detention Standards	Detainee Services Chapter 7 Dated September 20, 2000	Food Service	<a href="http://www.ice.gov/pi/dro/opsmanual">www.ice.gov/pi/dro/opsmanual</a>
USPHS Food Code Manual	1995 Public Health Service Publication No, (FDA) 78-2091	Vending of Food and Beverage	<a href="http://www.cfsan.fda.gov/~dms/fc05-toc.html">www.cfsan.fda.gov/~dms/fc05-toc.html</a>
Local Standard	El Centro SPC	Food Service	El Centro SPC

**C. PERFORMANCE REQUIREMENTS**

The Contractor shall provide the full range of food service operations described below. The Contractor shall provide the necessary timely assistance to meet emergent requirements as requested by the Field Office Director (FOD) or COTR.

**1. Menu Planning**

The Contractor shall develop regular main line menus for a 35-day standard menu cycle and substantially follow the planned menus. Menus must be 3000 plus calories for an adult male who receives recreational activities of one hour a day. A dietitian must certify the menus annually and review the menus semi-annually, ensuring no massive changes were made during these periods. The semi-annual review must be documented in writing and submitted to the COTR for filing. The Contractor shall consider the ethnic diversity of the facility’s detainee population when developing menu cycles. All menus must be submitted to the FOD or designee monthly. The planning and preparation of all meals shall take into consideration food flavor, texture, temperature, and appearance, as well as religious and medical dietary considerations. The Contractor shall develop a “common fare” menu for a 14-day menu cycle to accommodate detainees whose religious dietary needs cannot be met on the main line. The menus are often developed in coordination with chaplains and/or dietitians who provide religious schedules and medical/dietary guidance. Common fare menus also include special menus for the 10 federal holidays. All menus shall satisfy DRO standards and be approved by a certified dietitian.

## **2. Subsistence Ordering, Receipt, Storage, Inventory and Accountability**

The Contractor shall establish requirements for subsistence based on the approved menus and place orders for the food and non-food items used in food service through the Defense Logistics Agency and other authorized vendors. Standard food items shall be ordered weekly. Perishable food items subject to spoilage shall be ordered more frequently.

The Contractor shall receive and account for all delivered food items. The Contractor shall visually inspect the food items received for deterioration or damage and physically check temperatures on all refrigerated and frozen foods. Receiving personnel shall reject all food items that appear damaged or not delivered at the proper temperature.

The Contractor shall place the date of receipt on the packaging and store items in the stockroom upon receipt using the First-In First-Out (FIFO) process. Stored shelf goods shall be maintained at 45 degrees to 80 degrees Fahrenheit, refrigerated foods at 35 degrees to 40 degrees Fahrenheit, and frozen foods at 0 degrees Fahrenheit or below, unless Federal or state health codes specify otherwise.

## **3. Food Preparation**

The Contractor shall obtain foods from the storeroom for each meal and follow the food preparation guidelines. It is recommended that the Contractor use the recipes contained in the Armed Forces World Wide Recipe System. The Contractor shall progressively prepare food items to ensure optimum freshness, flavor, color, texture and nutritional value. Meals shall be prepared, delivered, and served under staff supervision.

Detainees shall not be used in the preparation of food.

Food service workers shall thoroughly wash fruits and vegetables with fresh water before cooking or serving raw.

The Contractor shall taste test all prepared food items with a clean fork or spoon only. Use of a food preparation utensil awaiting washing is prohibited. All taste testing utensils used, unless disposable, must be washed and sanitized after each use.

The Contractor shall cook and serve all food items at the proper temperature to avert any food safety hazard. A temperature test shall be performed and recorded at each meal.

The Contractor shall ensure that all foods are thawed properly.

The Contractor shall ensure that all food items are protected to prevent contamination from dust, insects, rodents, unclean utensils and work surfaces, unnecessary handling, coughs and sneezes, flooding, draining, overhead leakage, and other sources of contamination.

The Contractor shall not use, or serve, any canned food that has abnormal color, taste, or appearance; has passed its expiration date; or which is contained in cans that show abnormalities such as bulging at ends, swelling, or leakage.

The Contractor shall control food preparation in such a manner as to limit leftovers and waste.

The Contractor shall prepare and serve therapeutic diets to detainees according to the orders of the treating clinician or as directed by the responsible health authority official. Prescriptions for therapeutic diets will be specific and complete, furnished in writing to the food service contract manager, and reissued quarterly, as necessary. Therapeutic diets will be kept as simple as possible and should conform as closely as possible to the foods served other detainees. Pregnant women shall only be given therapeutic diets when prescribed by medical authorities. The Contractor shall maintain a therapeutic diet manual in the food services areas for reference and information.

The Contractor shall prepare and serve special diets to detainees according to the written orders of the facility chaplain when required. Written orders for special diets due to adherence to religious dietary laws shall be furnished to the food service contract manager by the facility chaplain and reissued quarterly, as necessary. Special diets shall be kept as simple as possible and should conform as closely as possible to the foods served other detainees. The Contractor shall maintain a special diet roster which indicates the names of the detainees who require special diet meals, and it shall be annotated when they receive the special approved meals.



#### **4. Meal Service**

The Contractor shall serve three meals a day, including at least two hot meals, provided at regular times during each 24-hour period. There shall be no more than 14 hours between the evening meal and breakfast. Variations may be allowed, based on weekend and holiday food service demands and emergencies, provided basic nutritional goals are met and the FOD or designee has granted approval. The Performance Requirement Summary (PRS) provides the estimated number of meals.

The Contractor shall clean and clear dining room tables to ensure a neat, clean appearance at all times. Clear, clean, and sanitize surfaces using solutions meeting American Correctional Associations Standards for dining room tables, chairs, or benches at a rate sufficient to ensure tables are cleared and cleaned following each setting.

#### **5. Meal Service – Satellite Service**

The Contractor shall provide meals away from the dining facilities as directed by the FOD or designee. The representative assigned to pick up the satellite service meals shall be required to sign for meals received and this documentation shall be maintained. The Government representative will be responsible for returning all non-expendable equipment and service ware furnished with these meals. If the property is not returned, the Contractor shall contact the FOD or designee for its return or to reduce the Contractor's inventory accordingly. The Performance Requirement Summary (PRS) will provide the estimated number of meals and will be submitted as an Amendment to this solicitation.

#### **6. Meal Service – Emergency Contingency Plans**

The Contractor shall provide emergency and evacuation food service support in accordance with the local detention center's emergency plans. In emergency situations, the food service department shall be required to prepare one or more sack lunches for each detainee being evacuated and may require one or more cooks to travel and support the evacuation operation. During emergencies, such as escapes, the Contractor shall be responsible for the shut down of the kitchen, which includes tool inventories, and may be required to provide satellite feeding if detainees are returned to the dorms.

#### **7. Air Flight Meals**

The Contractor shall prepare air flight meals in accordance with direction from the FOD or designee.

#### **8. Cleaning and Sanitation**

The Contractor shall comply with sanitation requirements of the FDA Food Code and state and local laws/regulations, which result in a satisfactory or better rating in Health Inspections. The Contractor shall inspect the food service facility daily, maintain a food service inspection log and submit it to the FOD or designee weekly, in accordance with COTR instructions.

The Contractor shall insure that all persons involved in the preparation of the food receive a pre-assignment medical examination and periodic re-examination to ensure freedom from illnesses and communicable diseases.

The Contractor shall insure that all food handlers are instructed to wash their hands on reporting to duty and after using toilet facilities and that all persons working in food service are monitored each day for health and cleanliness by the food service supervisor or designee. Food service personnel shall wear gloves whenever ready-to-eat foods are being prepared or served.

The Contractor shall ensure that both the external and internal areas of operation are clean and sanitary in accordance with the regulations listed in paragraph 2.0 of this PWS. These areas include, but are not limited to, kitchen areas, dining hall, and restroom facilities.

The Contractor shall assure that the floor is free of debris and liquids. Proper safety guidelines shall be adhered to at all times. Signs shall be placed to notify patrons of hazardous floor conditions when floors are being mopped or waxed.

The Contractor shall spot check lavatories during meal times to ensure tidiness and that supplies are available. Proper cleaning removes all deposits, stains, and foreign matter, including those under fixture edges, lips, and on all exposed surfaces. Cleaning supplies and materials used for lavatory cleaning shall be marked and maintained separately from kitchen cleaning supplies. Cleaning shall be done as needed, which could be several times a day, depending on use.

The Contractor shall clean and sanitize all dishes, pots, and pans, cooking equipment and surfaces. Trash removal from designated areas is considered to be a Government furnished service. The Contractor shall be responsible for the removal of trash from the food service department to the designated areas. The Contractor shall be responsible for recycling in accordance with the local detention center guidelines. Designated recycling containers shall be provided and the FOD or designee will give guidance on the recycling program, such as the placement of bins and storage locations. The Contractor shall develop, monitor and maintain an inventory list of all chemicals used for cleaning the facility.

#### **9. Pest Control**

Pest Control services will be a Government furnished service. The Contractor is to report any sighting of vermin/pest to keep the facility clean and vermin/pest free. Any issues must be reported to the COTR immediately or designee.

The Contractor shall take whatever action is appropriate to ensure that the immediate pest control situation does not impact the food service process.

#### **10. Keys, Knife and Tool Control**

The Contractor shall develop and implement a written policy to ensure that all keys, both Class A and Class B tools, and knives are properly controlled and secured in accordance with ACA Standard 3-ALDF-3A-22 and the Detention Operations Manual, Chapter 7 Food Service Part III (B), paragraphs 1 through 3. All can lids shall be disposed of in a safe and secure manner in accordance with the direction of the FOD or designee. Tools issued are secured and accounted for at every meal. The Contractor shall search for lost tools, utensils, etc., and provide a written report of loss. As soon as it is determined that tools are missing, the Contractor shall report immediately to the Supervisory Detention Officer and designated ICE official on duty.

#### **11. Food Service Accounting**

The Contractor shall use standard accounting procedures, including inventory practices, and shall document all food received, issued and transferred between facilities. Food service budgeting, purchasing and accounting practices include, but are not limited to, the following systems:

- Food expenditure cost accounting designed to determine monthly cost per meal per detainee.
- Estimation of food service requirements
- Responsiveness to detainee eating preferences
- Refrigeration of food, with specific storage periods

The Contractor shall maintain accurate records of all meals served. Records shall show the number of meals served to detainees, employees, and staff, and meals served off-site including sack lunches and Justice Prisoner and Alien Transport Services (JPATS) meals on a daily and monthly basis.

The Contractor shall account for all non-edible supply usage and provide a monthly report to the FOD or designee.

#### **D. EQUIPMENT MAINTENANCE, REPAIR, AND INVENTORY**

The Government will provide all equipment maintenance and repair except that the Contractor shall be responsible for any maintenance or repair of equipment that result from Contractor negligence, loss or mistreatment.

The Contractor shall notify the FOD or designee of any equipment needing maintenance, repair or replacement.

The Contractor shall provide an inventory of all Government furnished equipment to the FOD or designee annually.



**E. CONTRACTOR PERSONNEL**

The Contractor shall provide a full-time on-site manager at each facility who shall be responsible for the performance of the work. This person, and an alternate or alternates, shall act for the Contractor when the manager is absent, and shall be designated in writing to the COTR. The on-site manager or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operations. The manager or alternate shall be available at all times to meet at the facility with Government personnel designated by the COTR to discuss problem areas. After normal duty hours, the manager or designated alternate shall be available within one hour after notification. The manager or alternate must be fluent in reading, writing, speaking and understanding English. The manager or alternate shall be experienced in institutional food service management.

The Contractor shall provide a full-time, institutional cook supervisor during each shift that shall be responsible for supervising the entire food operation. The name of this person, and an alternate or alternates, shall be designated in writing to the COTR.

The Contractor shall employ sufficient qualified personnel to ensure prompt, professional and efficient service at all times. The contractor shall provide a weekly work assignment schedule for all employees to the COTR for review and record keeping.

Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees. The Contractor shall provide uniforms, identification badges and non-slip safety shoes, as needed, to all employees. The uniforms and footwear (safety shoes) are subject to approval by the Field Office Director (FOD) or designated representative during the transition period.

The Contractor shall obtain personal identification passes for all employees and vehicle passes for all Contractor and personal vehicles (as required) for entrance on to the facility. Vehicle registration, proof of insurance and a valid driver’s license must be presented for all vehicles to be registered.

The Contractor shall provide the necessary training to its food service personnel, maintain records of all training on-site and have the records available for Government review. In addition, Contractor employees shall receive the Government furnished training listed below. Certification of training shall be provided to the food service contract manager within 30 days of completion of training for inclusion in the contract file.

All Contractor personnel shall attend at least 40 hours of American Correctional Association training upon assignment to this contract, with at least 32 hours of refresher training per year. The Government will provide this training.

All Contractor personnel must complete annual training in CPR and First Aid at no additional cost to the Government.

Contractor personnel must attend any other training required by the DHS, ICE, or local detention center. All Contractor employees shall be trained in the safety procedures for the use of all equipment in the facility’s food service department.

**F. FOOD SERVICE TRAINING**

The following food service training must be conducted based on the ICE/DRO PBNDS and ACA Policies: Food Service Contractor must provide staff with (40) hours of institutional training on the below subjects. Training must be conducted on or offsite to include OJT by a qualified individual(s). Training must be documented and must comply with ACA Standards. All required training documentation must be forward to COTR as required.

Food Preparations	2 hrs
Menu Planning w/ Nutritional Analysis	2 hrs
Food Temperature Controls	2 hrs
Sanitation and Safety Guidelines	3 hrs
Receiving & Storing Food Items from Deliveries	2 hrs
Custody and Security	2 hrs
Key Control	2 hrs
Detainee Communications	3 hrs

Detainee Health Screening	2 hrs
Detainee Training in Food Service	2 hrs
Equipment Operations and Sanitation	2 hrs
Equipment Storage	2 hrs
Refrigeration Operations and Storage	2 hrs
Knives and Tool Control	2 hrs
Hazardous Material Control	2 hrs
Therapeutic Diets/Special Diets	4 hrs
Religious Diets	2 hrs
Fire Safety	2 hrs

#### **G. HOURS OF OPERATION**

The Contractor shall maintain operating hours of 4:00 a.m. to 8:00 p.m. at the dining facility. The dining facility is open 365 days a year.

During certain religious holidays, such as Ramadan and Passover, meals may be required at certain specified times for those celebrating those holidays. Each facility's chaplain will provide the number of meals, the specific dates and times of day for serving, and any other information needed for these special diet occasions.

The Contractor is advised that certain guests, inspection teams and other operational commitments require additional Contractor support in such areas as sanitation and general appearance. (This is estimated at 24 times per year). The Contractor is advised that civic groups are authorized to use the dining facility upon permission of the FOD or designee.

The Contractor is advised that various operations such as contingencies may increase workload.

#### **H. QUALITY CONTROL PROGRAM**

The Contractor shall establish a quality control program, which shall encompass all aspects of the contract. The Contractor shall implement the quality control program in accordance with their Quality Control Plan (QCP).

The Contractor shall provide an overall Quality Control Plan (QCP) that addresses critical operational performance standards for the services required under this contract. The QCP shall ensure that services will be maintained at a uniform and acceptable level. At a minimum, the Contractor shall periodically review and update the 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.

#### **I. DELIVERABLES**

The Contractor shall submit reports and documentation as identified in Section J Attachment 6. Deliverables shall be submitted daily, weekly, monthly, quarterly, and annually in accordance with COTR instructions. The Contractor shall provide deliverables in accordance with the agency specified reporting requirements. Such reports, documentation and responses shall be coordinated through the FOD or designee. The Contractor shall maintain a copy of all deliverables until the contract is closed out.

#### **J. GENERAL INFORMATION**

Contractor personnel who work in the dining facility may purchase food and beverages from the dining facility at the rate established for facility staff members. The food and beverages are to be consumed in the facility, before or after their assigned shifts, or on their breaks. Meals purchased by employees shall not count as meals served for contract payment purposes.



Contractor employees shall not bring subsistence items into the facility for sale to detainees or as gifts for detainees or for personal preparation using Government equipment. Employees shall not remove subsistence of any kind from the facility.

The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the end of each work shift, all Government facilities, equipment and materials shall be accounted for and secured.

Except for those items or services specifically stated as Government-furnished or Government reimbursed, the Contractor shall furnish everything required to perform this contract.

Contractor employee contact with the detainee population shall be maintained at a professional level at all times. Contractor employees shall avoid any personal contact with individual detainees. Inappropriate contact shall become grounds for dismissal.

The Contractor shall not be liable for damages, breach of contract or otherwise, to the Government for failure, suspension, diminution, or other variations of service occasioned by or consequence of any cause beyond the control of the Contractor, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophe; strikes; or of failure or breakdown of transmission or other facilities. If any such failure, etc., occurs for more than 48 hours during any billing period hereunder, an equitable adjustment will be made in the monthly billing specified.

#### **Use of Detainee Food Service Workers**

The Detainee Voluntary Work Program will be provided as a Government furnished service for Contractor use. The Government cannot guarantee that workers will be available in sufficient quantities for any given period. The Performance Requirement Summary (PRS) lists the history of average detainee workers used. Although the average stay of a detainee worker varies from center to center, many detainee stays are less than a month. The PRS will be issued as an Amendment to the Solicitation.

If Detainee workers are used, the Contractor personnel must submit the Detainee screening form to the FOD or designee. Once hired, the Contractor shall train the newly assigned detainee workers in the rules and procedures of the food service department. Training shall include the explanation and demonstration of safe work practices and methods, and identify the safety features of individual products/pieces of equipment. Training shall also include workplace hazard recognition and deterrence, including the safe handling of hazardous materials. Detainees shall learn to use and understand protective devices and clothing, and to report any malfunctions or other safety-related problems to their supervisors. The Food Service/Administrator shall document and maintain records of all training conducted.

The Contractor shall notify the FOD or designee of any confirmed acts of wrongdoing by any of its detainee employees. The Government reserves the right to direct the immediate replacement of said employee.

Detainees will not be allowed to participate in food preparation, cooking or serving meals to detainees.

#### **K. SECURITY REQUIREMENT**

The Contractor shall become familiar with and follow the food service security policy at the site. The Contractor shall brief all of its employees on the security policy. US citizenship is required and all employees shall pass security screening before beginning work at the El Centro SPC.

#### **L. PERFORMANCE REQUIREMENTS**

The Contractor's performance will be evaluated based on how well the following performance requirements have been met, not met, or exceeded. The Performance Requirements Summary (PRS) lists the performance requirements, performance objectives, performance standards, acceptable quality levels, surveillance methods and incentives. The PRS will be issued as an Amendment to the Solicitation.

1. **Services:** Whether the Contractor has provided all services outlined in Section 3.0, and whether those services meet or exceed the standards identified in the applicable directives listed in Section 2.0.
2. **Deliverables:** Whether the Contractor has provided all deliverables listed in Section 8.0 on time, complete, and free of errors.
3. **Management & Oversight:** Whether the Contractor has managed the contract professionally,

effectively and efficiently, and with successful and timely responses to the refinement and integration of plans, best business practice, capabilities, requirements, and problem resolutions.



**SECTION D - PACKAGING AND MARKING**

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**SECTION E - INSPECTION AND ACCEPTANCE**

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

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

**E.1 - INSPECTION BY THE GOVERNMENT**

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

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

**E.2 - METHODOLOGY TO BE USED TO MONITOR THE CONTRACTOR'S PERFORMANCE**

(b)(7)(E)



**E.3 - CUSTOMER COMPLAINT**

All Customer Complaints will be reviewed by the COTR. The COTR shall verify the performance and determine the validity of the complaint. The COTR will notify the Project Manager of the customer complaint, annotating the time of the notification on the Customer Complaint. The Project Manager will respond in writing to the COTR within two (2) working days of notification.

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **52.242-15 Stop-Work Order (AUG 1989)**

### **52.242-17 Government Delay of Work (APR 1984)**

#### **F-1 - PERIOD OF PERFORMANCE**

The period of performance for the Base Year shall commence upon the start date specified in the Notice to Proceed and continues for a period of twelve (12) months with four (4) one-year options.

Base Year: July 1, 2009 – June 30, 2010  
 Option Year 1: July 1, 2010 – June 30, 2011  
 Option Year 2: July 1, 2011 – June 30, 2012  
 Option Year 3: July 1, 2012 – June 30, 2013  
 Option Year 4: July 1, 2013 – June 30, 2014

#### **F.2 - NOTICE TO THE GOVERNMENT OF DELAYS**

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

#### **F.3 - DELIVERABLES OF WRITTEN DOCUMENTATION**

Written documentation and/or deliverables must be submitted as prescribed in Section J-Attachments 5 and 6.

#### **F.4 - REPORTING REQUIREMENTS**

The Contractor shall prepare and submit a Monthly Status Report concurrently with each invoice presented for payment (both to the COTR and the CO copy). The report shall cover the term for which the invoice is submitted and shall list by site any significant events that occurred during the reporting period with respect to the accomplishments of the tasks, a summary of what work was accomplished, problems and resolutions (address problem areas, results obtained relating to previously identified problem areas, and recommendations involving impact on technical, price and scheduling).

#### **F.5 - MONETARY ADJUSTMENTS FOR UNSATISFACTORY AND NON PERFORMANCE OF REQUIRED STANDARDS**

ICE will develop a Quality Assurance Surveillance Plan (QASP), which sets forth the procedures and guidelines that ICE will use to inspect the technical performance of the Contractor. The QASP will be issued as a modification to the contract awardee. It presents the potential withholdings and mechanisms for applying adjustments to the Contractor's invoices as dictated by work performance measured to the desired level of accomplishment.

1. Define the roles and responsibilities of participating Government officials.
2. Describe the evaluation methods that will be employed by the Government in assessing the Contractor's performance.
3. Describe the process of performance documentation

#### **F.6 - REPORT CARDS ON CONTRACTOR PERFORMANCE**

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

Federal agencies are required to evaluate Contractor performance. The Government completes and forwards the Contractor performance evaluation to the Contractor for review within 30 calendar days at the end of each period of performance or contract year. The Contractor has 30 days to make comments, rebut the statements, or add information that will be made part of the official record. Contractor performance



evaluations shall be available to contracting personnel of other Federal agencies to make responsibility determinations on future contract actions.

## SECTION G - CONTRACT ADMINISTRATION DATA

### G-1 - CONTRACT ADMINISTRATION OFFICE

Department of Homeland Security  
 Immigration & Customs Enforcement  
 Office of Acquisition Management  
 Detention Management - Laguna  
 24000 Avila Road, (b)(6), (b)(7)  
 Laguna Niguel, CA 92677-3401

#### G-1.1 – CONTRACTING OFFICER’S AUTHORITY

The **Contracting Officer** is the only person authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.

In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, including any change beyond the scope of authority given to the duly authorized Contracting Officer’s Representative identified in the contract, the change will be considered to have been made without authority and no adjustment will be made in the contract cost to cover any increase in charges incurred as a result thereof. The Contracting Officer has the authority to perform any and all post-award functions in administering and enforcing this contract in accordance with its terms and condition. The Contracting Officer may execute contract modifications de-obligating unexpended DHS/ICE dollar balances considered excess to known contracting requirements.

All modifications and/or changes to this contract must be in writing, signed and approved by the Contracting Officer.

#### G-2 - CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVES (COTR(s))

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

(b)(6), (b)(7) Supervisory Immigration Enforcement Agent, (760) 335 (b)(6) (Primary)  
 (b)(6), (b)(7) Immigration Enforcement Agent, (760) 336 (b)(6) (Secondary)  
 Immigration & Customs Enforcement, DRO  
 El Centro Service Processing Center  
 1115 N. Imperial Avenue  
 El Centro, CA 92243

The COTR(s) are responsible for monitoring the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order or other matter deviating from the terms and conditions of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer. The COTR(s) may give technical direction to the Contractor that fills in details, requires pursuit of certain lines of inquiry or otherwise serves to facilitate the Contractor’s compliance with the contract.

To be valid, technical direction by the COTR(s):

- Must be consistent with the general scope of work set forth the in this contract.
- May not constitute new assignment of work nor change the expressed terms, conditions or specifications of this contract, and
- Shall not constitute a basis for any increase in the contract’s estimated cost or extension to the contract or period of performance.



In the event any Government technical direction is interpreted by the Contractor to fall within the clause of this contract entitled 'CHANGES" (FAR 52.243-1 Alternate 1), the Contractor shall not implement such direction but shall notify the Contracting Officer in writing of such interpretation within ten (10) working days after the contractor's receipt of such direction.

If after reviewing the information presented by the Contractor, the Contracting Officer is of the opinion that such direction is within the purview of the "Changes" clause and considers such change desirable, a unilateral direction will be issued to the contractor to proceed pursuant to the authority granted in that clause.

In the event a determination is made that it is necessary to avoid a delay in performance of the contract, the Contracting Officer may direct the contractor to proceed with the implementation of the technical direction pending receipt of the information to be submitted by the contractor. Should the Contracting Officer later determine that a change direction is appropriate; the written direction issued hereunder shall constitute the required change direction.

**G-3 - SUBMISSION OF INVOICES/VOUCHERS FOR PAYMENT OF SERVICES**

ICE shall pay for accepted services rendered under this contract. When invoicing on a monthly basis, the Contractor shall include the required information with the actual number of bed days performed at the agreed contract price. Contract Number and/or Task Order Number must be clearly marked on the invoice. All invoices shall be submitted via one of the following methods:

- a. By Mail: DHS, ICE Burlington Finance Center (BFC)

**Attn: ICE-DRO-SPC-ECC**  
P.O. Box 1620  
Williston, VT 05495-1620

- b. By Fax: (802) 288-7658 (include a cover sheet with point of contact and number of pages)

- c. By E-mail: (b)(7)(E)

Invoices submitted by other than these three methods will be returned. The 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 to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall also be notated on every invoice.

If deficiencies and errors were found on the invoice, BFC shall return the invoice and will notify the COTR and Contracting Officer regarding invoice deficiencies and errors. For performance issues and deficiencies, the COTR shall notify and forward the invoice to the Contracting Officer for contractual action.

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

### **H-1 - CLAUSE AND PROVISION NUMBERING:**

The clauses and provisions in this document are in numerical order but may not be numbered sequentially.

### **H-2 – SENIORITY LISTS**

If a contract is performed at a Federal facility where employees may be hired/retrained by a succeeding contractor, the incumbent prime contractor is required to furnish a certified list of all service employees on the contractor's or subcontractor's payroll during the last month of the contract, together with anniversary dates of employment, to the contracting officer no later than 10 days before contract completion in accordance with FAR Clause 52.222-41(n), Service Contract Act of 1964 as amended. At the commencement of the succeeding contract, the contracting officer shall provide a copy of the list to the successor contractor for determining employee eligibility for vacation or other fringe benefits; which are based upon length of service, including service with predecessor contractor s if such benefit is required by applicable wage determinations. See Section J- Attachment 4, Seniority Listing.

### **H-3 – BACKGROUND AND SECURITY 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 terminating employment suitability checks for Contractor employees and prospective employees. If the COTR receives a report indicating the unsuitability of any employee or prospective employees, the COTR shall inform the Contractor that the Government will not allow the individual on site. See Section J- Attachment 9 for the E-Qip instructions and forms.

#### **B. SECURITY REQUIREMENTS**

##### **General**

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in this contract 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 Determination**

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted Government facility and/or sensitive Government information access for Contractor employees, based upon the 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. Contractor 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**

Contractor 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"  
Form 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, development of, or maintenance of 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 contractor 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 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 to work on or under 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 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. 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. 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 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. Contractor shall ensure that all federal, state, and local legal procedures are followed whether or not included in these procedures, with regard to the specimen. Contractor must ensure that the confirmations are correct and that an adequate chain of custody procedure exists and is followed. The Contractor must post the ICE "Drug Free Workplace Policy" in all contract work areas.

#### **H-4 - PRICING OF MODIFICATIONS**

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

#### **H-5 - ORDERING ACTIVITY**

Supplies or services to be furnished under this contract shall be ordered by issuance of task orders issued by a Contracting Officer, Immigration & Customs Enforcement, Office of Acquisition Management, Detention Management (DM)-Laguna.

#### **H-6 - INDEMNIFICATION**

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

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

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

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

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

Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provides for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the

Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon the request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

D. Government Liability

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



**SECTION I - CONTRACT CLAUSES****52.252-2 Clauses Incorporated by Reference (FEB 1998)**

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

**52.202-1 Definitions (JUL 2004)****52.203-3 Gratuities (APR 1984)****52.203-5 Covenant Against Contingent Fees (APR 1984)****52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)****52.203-7 Anti-Kickback Procedures (JUL 1995)****52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)****52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)****52.203-12 Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)****52.203-13 Contractor Code of Business Ethics and Conduct (DEC 2008)****52.203-14 Display of Hotline Poster (DEC 2007)**

(b) (3) DHS OIG Hotline Poster; [http://www.dhs.gov/xoig/assets/DHS\\_OIG\\_Hotline.pdf](http://www.dhs.gov/xoig/assets/DHS_OIG_Hotline.pdf)

**52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000)****52.204-7 Central Contractor Registration (APR 2008)****52.204-9 Personal Identity Verification of Contractor Personnel (SEP 2007)****52.204-10 Reporting Subcontract Awards (SEP 2007)****52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)****52.215-2 Audit and Records - Negotiation (JUN 1999)****52.215-8 Order of Precedence - Uniform Contract Format (OCT 1997)****52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997)****52.215-13 Subcontractor Cost or Pricing Data - Modifications (OCT 1997)****52.215-14 Integrity of Unit Prices (OCT 1997)****52.215-15 Pension Adjustments and Asset Reversions (OCT 2004)****52.215-18 Revision or Adjustment of Plans for Post Retirement Benefits (PRB) Other than Pensions (JUL 2005)**

**52.215-19 Notification of Ownership Changes (OCT 1997)**

- (a) The Contractor shall make the following notifications in writing:
  - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
  - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall -
  - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
  - (2) Provide the ACO or designated representative ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
  - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (OCT 1997)**

**52.216-18 Ordering (OCT 1995)**

Contract Award; Last day of 4<sup>th</sup> Option Year Period, if exercised.

**52.216-19 Order Limitations (OCT 1995)**

- (a) **Minimum order.** When the Government requires supplies or services covered by this contract in an amount of less than:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT
0001A	Detention and Food Service (b)(7)(C) Bed-Days)	99,280	Bed-Days
0002A	Transportation Services (Labor Hours)	75,000	Hours
0002B	Mileage Rate (b)(7) Passenger Vehicle)	101,250	Miles
0002C	Mileage Rate (b)(7)(E) Passenger Vehicle)	123,720	Miles
0002D	Travel Cost	1	Lot
0003	Detainee Volunteer Wages	19,856	Days

The Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT
0001B	Detention and Food Service (b)(7)(C) Bed-Days)	(b)(7)(E)	
0002A	Transportation Services (Labor Hours)		
0002B	Mileage Rate (b)(7) Passenger Vehicle)		
0002C	Mileage Rate (b)(7)(E) Passenger Vehicle)		
0002D	Travel Cost		
0003	Detainee Volunteer Wages		

- (2) Any order for a combination of items in excess of (b) percent of (b) (1) above; or
- (3) A series of orders from the same ordering office within 5 days that together calls for quantities exceeding the limitations in subparagraph (b) (1) or (2) of this section.



- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**52.216-22 Indefinite Quantity (OCT 1995)**

The final day of the 4<sup>th</sup> Option Year Period, if exercised.

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

30 days prior to the date the contract expires.

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

- (a) Within 30 days prior to the expiration of the base period or any option period under the contract; 60 days; 60 days
- (c) 60 months, plus 6 months under FAR 52.217-8.

**52.219-8 Utilization of Small Business Concerns (MAY 2004)**

**52.219-9 Small Business Subcontracting Plan (APR 2008)**

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

- (a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

**52.219-28 Post-Award Small Business Program Representation (JUN 2007)**

**52.222-1 Notice to the Government of Labor Disputes (FEB 1997)**

**52.222-3 Convict Labor (JUN 2003)**

**52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 2005)**

**52.222-21 Prohibition of Segregated Facilities (FEB 1999)**

**52.222-26 Equal Opportunity (MAR 2007)**

**52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)**

**52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)**

**52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)**

**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, (b)(6),(b)(7) 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.

**52.222-41 Service Contract Act of 1965, as Amended (NOV 2007)**

**52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)**

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

*This Statement is for Information Only: It is not a Wage Determination*

<b>Employee Class</b>	<b>Monetary Wage - Fringe Benefits</b>
Detention Officer/ (Immigration & Enforcement Agent) GL-1801 \$5.83	GS 5/1 \$15.99
Detention Officer/ (Immigration & Enforcement Agent) GL-1801 \$7.22	GS 7/1 \$19.80
Detention Officer/ (Immigration & Enforcement Agent) GL-1801 \$8.83	GS 9/1 \$24.22
Cook/Food Service Worker WG 7404 \$7.72	WG 8/2 \$21.19

**52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (NOV 2006)**

**52.222-46 Evaluation of Compensation for Professional Employees (FEB 1993)**

**52.222-50 Combating Trafficking in Persons (FEB 2009)**

**52.223-2 Affirmative Procurement of Bio-based Products under Service and Construction Contracts (DEC 2007)**

**52.223-6 Drug-Free Workplace (MAY 2001)**

**52.223-10 Waste Reduction Program (AUG 2000)**

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

“Recycling” means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

“Waste prevention” means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

“Waste reduction” means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of Section 701 of Executive Order 13101, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor’s programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR Part 247).

**52.223-12 Refrigeration Equipment and Air Conditioners (MAY 1995)**

**52.223-14 Toxic Chemical Release Reporting (AUG 2003)**

**52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)**

**52.223-16 IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)**



**52.224-1 Privacy Act Notification (APR 1984)**

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

**52.224-2 Privacy Act (APR 1984)****52.225-1 Buy American Act – Supplies (FEB 2009)****52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)****52.227-1 Authorization and Consent (DEC 2007)****52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)****52.227-14 Rights in Data-General (DEC 2007)****52.228-5 Insurance – Work on a Government Installation (JAN 1997)****52.229-3 Federal, State, and Local Taxes (APR 2003)****52.232-1 Payments (APR 1984)****52.232-8 Discounts for Prompt Payment (FEB 2002)****52.232-9 Limitation on Withholding of Payments (APR 1984)****52.232-11 Extras (APR 1984)****52.232-17 Interest (OCT 2008)****52.232-18 Availability of Funds (APR 1984)****52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)**

September 30, 2009; September 30, 2009

**52.232-23 Assignment of Claims (JAN 1986)****52.232-25 Prompt Payment (OCT 2008)****52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)****52.233-1 Disputes (JUL 2002)****52.233-3 Protest after Award (AUG 1996)****52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)****52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)****52.237-3 Continuity of Services (JAN 1991)****52.237-11 Accepting and Dispensing of \$1 Coin (SEP 2008)**

**52.242-13 Bankruptcy (JUL 1995)****52.243-1 Changes - Fixed-Price (AUG 1987) - Alternate I (APR 1984)****52.244-6 Subcontracts for Commercial Items (FEB 2009)****52.245-1 Government Property (JUN 2007)****52.245-9 Use and Charges (JUN 2007)****52.246-25 Limitation of Liability - Services (FEB 1997)****52.248-1 Value Engineering (FEB 2000)**

(a) *General.* The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) *Definitions.*

"Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include –

- (1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;
- (2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and
- (3) Future contract savings, which are the product of the future unit cost reduction, multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either –

- (1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or
- (2) To the calculation of a lump-sum payment, which cannot be revised later.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.



“Instant contract,” as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

“Instant unit cost reduction” means the amount of the decrease in unit cost of performance (without deducting any Contractor’s development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

“Negative instant contract savings” means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor’s allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

“Net acquisition savings” means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

“Sharing base,” as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

“Sharing period,” as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

“Unit,” as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

“Value engineering change proposal (VECP)” means a proposal that –

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; *provided*, that it does not involve a change –
  - (i) In deliverable end item quantities only;
  - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
  - (iii) To the contract type only.
- (c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c) (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
  - (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item’s function or characteristics are being altered, the effect of the change on the end item’s performance, and any pertinent objective test data.
  - (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
  - (3) Identification of the unit to which the VECP applies.
  - (4) A separate, detailed cost estimate for
    - (i) the affected portions of the existing contract requirement and
    - (ii) the VECP.

The cost reduction associated with the VECP shall take into account the Contractor’s allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

- (5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

- (6) A prediction of any effects the proposed change would have on collateral costs to the agency.
  - (7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
  - (8) Identification of any previous submissions of the VECP, including the dates submitted the agencies and contract numbers involved, and previous Government actions, if known.
- (d) *Submission.* The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.
- (e) *Government action.*
- (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.
  - (2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.
  - (3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.
- (f) *Sharing rates.* If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon –
- (1) This contract's type (fixed-price, incentive, or cost-reimbursement);
  - (2) The sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule); and
  - (3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

**CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS**  
(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	* 50	* 50	* 25	25
Incentive (fixed-price or cost) (other than award fee)	(**)	* 50	(**)	25



Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	*** 25	*** 25	15	15
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\* The Contracting Officer may increase the Contractor’s sharing rate to as high as 75 percent for each VECP.

\*\* Same sharing arrangement as the contract’s profit or fee adjustment formula.

\*\*\* The Contracting Officer may increase the Contractor’s sharing rate to as high as 50 percent for each VECP.

(g) *Calculating net acquisition savings.*

(1) Acquisition savings are realized when

- (i) the cost or price is reduced on the instant contract,
- (ii) reductions are negotiated in concurrent contracts,
- (iii) future contracts are awarded, or
- (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i) (4) below).

Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

- (2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor’s share is calculated by multiplying net acquisition savings by the appropriate Contractor’s percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.
- (3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.
- (4) If the Government does not receive and accept all items on which it paid the Contractor’s share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) *Contract adjustment.* The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall –

- (1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;
- (2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;
- (3) Specify the Contractor’s dollar share per unit on future contracts, or provide the lump-sum payment;
- (4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and
- (5) Provide the Contractor’s share of any net acquisition savings under the instant contract in accordance with the following:
  - (i) Fixed-price contracts -- add to contract price.
  - (ii) Cost-reimbursement contracts -- add to contract fee.

(i) *Concurrent and future contract savings.*

- (1) Payments of the Contractor’s share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final

payment under this contract.

- (2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by –
  - (i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and
  - (ii) Multiplying the result by the Contractor's sharing rate.
- (3) The Contracting Officer shall calculate the Contractor's share of future contract savings by –
  - (i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;
  - (ii) Subtracting any Government costs or negative instant contract savings not yet offset; and
  - (iii) Multiplying the result by the Contractor's sharing rate.
- (4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h) (3) above) and shall not be subject to subsequent adjustment.
- (5) *Alternate no-cost settlement method.* When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agrees to use the no-cost settlement method, the following applies:
  - (i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
  - (ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.
- (j) *Collateral savings.* If a VECP is accepted, the Contracting Officer will increase the instant contract amount as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.
- (k) *Relationship to other incentives.* Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.
- (l) *Subcontracts.* The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.
- (m) *Data.* The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:
 

These data, furnished under the Value Engineering clause of contract TBD, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is



otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms “unlimited rights” and “limited rights” are defined in Part 27 of the Federal Acquisition Regulation.)

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

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

**52.251-1 Government Supply Sources (APR 1984)**

**52.253-1 Computer Generated Forms (JAN 1991)**

**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.

**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, in subordination, 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.

**3052.209-70 Prohibition on Contracts with Corporate Expatriates (JUN 2006)**

- (a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security



from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

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

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

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

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held
  - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
  - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

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

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

- (1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
  - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
  - (ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).
- (2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
- (3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.
- (d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

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

- (i) warrants;
  - (ii) options;
  - (iii) contracts to acquire stock;
  - (iv) convertible debt instruments; and
  - (v) others similar interests.
- (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.
- (f) *Disclosure.* The Offeror under this solicitation represents that (Check one):
- it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;
  - it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or
  - it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.
- (g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

#### **3052.209-72 Organizational Conflict of Interest (JUN 2006)**

- (a) *Determination.* The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more Offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting.
- (b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the Offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the Offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the Offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the Offeror may be found ineligible for award.
- (c) *Disclosure:* The Offeror hereby represents, to the best of its knowledge that:
- (1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or
  - (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.
- (d) *Mitigation.* If an Offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the Offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.
- (e) *Other Relevant Information:* In addition to the mitigation plan, the Contracting Officer may require further relevant information from the Offeror. The Contracting Officer will use all information submitted by the Offeror, and any other relevant information known to DHS, to determine whether an award to the Offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.
- (f) *Corporation Change.* The successful Offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this provision.
- (g) *Flow-down.* The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

#### **3052.215-70 Key Personnel or Facilities (DEC 2003)**



a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

- 1) Project Manager
- 2) Assistant Project Manager
- 3) Supervisory Detention Officers
- 4) Training Officers
- 5) Quality Assurance Manager

**3052.219-70 Small Business Subcontracting Plan Reporting (JUN 2006)**

**3052.222-70 Strikes or Picketing Affecting Timely Completion of the Contract Work (DEC 2003)**

**3052.222-71 Strikes or Picketing Affecting Access to a DHS Facility (DEC 2003)**

**3052.223-70 Removal or Disposal of Hazardous Substances--Applicable Licenses and Permits (JUN 2006)**

The Contractor shall have all licenses and permits required by Federal, state, and local laws to perform hazardous substance(s) removal or disposal services. If the Contractor does not currently possess these documents, it shall obtain all requisite licenses and permits within 30 days after date of award. The Contractor shall provide evidence of said documents to the Contracting Officer or designated Government representative prior to commencement of work under the contract.

**3052.228-70 Insurance (DEC 2003)**

In accordance with the clause entitled "Insurance - Work on a Government Installation" (or Insurance - Liability to Third Persons) in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

- (a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).
- (b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).
- (c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

**3052.242-71 Dissemination of Contract Information (DEC 2003)**

**3052.242-72 Contracting Officer's Technical Representative (DEC 2003)**

**3052.245-70 Government Property Reports (JUN 2006)**

**SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS ARE ATTACHED AFTER  
SECTION M OF THE REQUEST FOR PROPOSAL (RFP)**

<b>ATTACHMENT 1</b>	POST POSITIONS.....	3 pages
<b>ATTACHMENT 2</b>	COLLECTIVE BARGAINING AGREEMENT (Detention Officers).....	20 pages
<b>ATTACHMENT 3</b>	WAGE DETERMINATION 2005-2057, REVISION 7 (Food Service Personnel)...	9 pages
<b>ATTACHMENT 4</b>	SENIORITY LISTING .....	2 pages
<b>ATTACHMENT 5</b>	DELIVERABLES (Detention & Transportation Service).....	2 pages
<b>ATTACHMENT 6</b>	DELIVERABLES (Food Service) .....	2 pages
<b>ATTACHMENT 7</b>	PERFORMANCE REQUIREMENTS SUMMARY.....	11 pages
<b>ATTACHMENT 8</b>	GOVERNMENT EQUIPMENT INVENTORY.....	2 pages
<b>ATTACHMENT 9</b>	E-QIP INSTRUCTIONS AND FORMS.....	28 pages



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 07/01/2010	4. REQUISITION/PURCHASE REQ. NO. PRO-10-L072	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration & Customs Enforcement OAQ Detention Management Laguna 24000 Avila Road, (b)(6),(b)(7)(C) ATTN: (b)(6),(b)(7)(C) 949-425 (b)(6),(b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement OAQ-Detention Management Laguna 24000 Avila Road, (b)(6),(b)(7)(C) ATTN: (b)(6),(b)(7)(C) 949-425-(b)(6),(b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) ASSET PROTECTION SECURITY SERVICES LP 5502 BURNHAM DRIVE CORPUS CHRISTI TX 784135129		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0097418280000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00001	
		10B. DATED (SEE ITEM 13) 05/22/2009	

**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)

N/A

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

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

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: 009741828

Finance POC: (b)(6),(b)(7)(C) 619-550 (b)(6)

Program POC: (b)(6),(b)(7)(C) 760-336-(b)(6)

This modification is issued to Exercise the First Option Period under the Contract. The period of Performance is from July 1, 2010 through June 30, 2011.

Department of Labor Wage Determinations Number 2010-0031, Rev. 1, 2/22/2010 and Number 2005-2057, Rev. 10, 3/01/2010, are incorporated into the Contract.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. DATE SIGNED 6.27.10
15C. DATE SIGNED	(b)(6),(b)(7)(C)
(Signature of person authorized to sign)	

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  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>LIST OF CHANGES: Total Amount for this Modification: \$0.00 New Total Amount for this Version: \$34,863,799.00 New Total Amount for this Award: \$173,790,484.60</p> <p>FOB: Destination</p> <p>Change Item 1001 to read as follows (amount shown is the obligated amount):</p> <p>-----</p> <p>OPTION PERIOD ONE:</p>				
1001	<p>DETENTION &amp; FOOD SERVICES IAW THE PERFORMANCE WORK STATEMENT:</p> <p>Estimated 544 bed capacity at the El Centro SPC. The Government's minimum quantity to be ordered via task order under the First Option Period is 272 beds per day multiplied by 365 days equals to 99,280 DA. The Government's maximum quantity during the Base Period is 198,560 DA. This is a fully burdened bed day rate. Unit of issue DA is equivalent to bed day.</p> <p>Change Item 1001A to read as follows (amount shown is the obligated amount):</p>				
1001A	<p>Bed-day rate for the minimum quantity of 1 - 272. Obligated Amount: \$0.00</p>	99280	DA	283.40	
	<p>Change Item 1001B to read as follows (amount shown is the obligated amount):</p>				
1001B	<p>Bed-day rate for quantities in excess of 272. Obligated Amount: \$0.00</p>	99280	DA	0.00	
	<p>Change Item 1002 to read as follows (amount shown is the obligated amount):</p>				
1002	<p>TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT:</p> <p>Change Item 1002A to read as follows (amount shown is the obligated amount):</p> <p>Continued ...</p>				



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NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002A	Estimated Transportation Services - Fully Burdened Labor Hours Obligated Amount: \$0.00	150000	HR	37.33	
1002B	Change Item 1002B to read as follows (amount shown is the obligated amount): Mileage Rate (b)(7) Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile. Obligated Amount: \$0.00	202500	DH	0.555	
1002C	Change Item 1002C to read as follows (amount shown is the obligated amount): Mileage Rate (b)(7)(E) Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile. Obligated Amount: \$0.00	247500	DH	0.505	
1002D	Change Item 1002D to read as follows (amount shown is the obligated amount): Estimated Travel Cost inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of \$30,000.00 per year. Unit of Issue LO is equivalent to Lot. Obligated Amount: \$0.00	1	LO	30,000.00	
1002E	Change Item 1002E to read as follows (amount shown is the obligated amount): OVERTIME Overtime must be pre-approved by the Government Continued ...	22000	HR	37.33	

NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Obligated Amount: \$0.00</p> <p>Change Item 1003 to read as follows (amount shown is the obligated amount):</p>				
1003	<p>Detainee Volunteer Wages for the Detainee Work Program at \$1.00 per day per detainee. Reimbursement for this line item will be at actual cost of \$1.00 per day per detainee. The Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue DA is equivalent to Day. Obligated Amount: \$0.00</p>	39712	DA	1.00	



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration & Customs Enforcement OAO Detention Management Laguna 24000 Avila Road, (b)(6),(b)(7) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6),(b)(7) Attn: (b)(6),(b)(7) 949-360-(b)(6) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASSET PROTECTION SECURITY SERVICES LP 5502 BURNHAM DRIVE CORPUS CHRISTI TX 784135129		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0097418280000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00001	10B. DATED (SEE ITEM 13) 05/22/2009

**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) 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 \_\_\_\_\_ 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: 009741828

Finance POC: (b)(6),(b)(7)(C) 619-550-(b)(6)

Program POC: (b)(6),(b)(7)(C) 760-336-(b)(6)

The purpose of this mod is to exercise Option Period 2 with a period of performance of 7/1/2011 - 6/30/2012.

**LIST OF CHANGES:**

Reason for Modification : Exercise an Option

Total Amount for this Modification: \$0.00

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)	
15B. CONTRACTOR/OFFEROR		(b)(6),(b)(7)(C)	
15C. DATE SIGNED		16C. DATE SIGNED 6-28-11	

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  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>New Total Amount for this Version: \$35,915,432.60 New Total Amount for this Award: \$177,997,019.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 2001 Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 2001A Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 2001B Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002 Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002A Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002B Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002C Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002D Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 2002E Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 2003 Exercised option Discount Terms:                     Net 30 FOB: Destination</p> <p>Change Item 2001 to read as follows (amount shown is the obligated amount):</p> <p>-----</p> <p>OPTION PERIOD TWO: The Period of Performance shall commence upon the expiration of Option Period One and extend for a period of one year.</p>				
2001	<p>DETENTION &amp; FOOD SERVICES IAW THE PERFORMANCE WORK STATEMENT:</p> <p>Continued ...</p>				



NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Estimated 544 bed capacity at the El Centro SPC. The Government's minimum quantity to be ordered via task order under the Second Option Period is 272 beds per day multiplied by 365 days equals to 99,280 DA. The Government's maximum quantity during the Base Period is 198,560 DA. This is a fully burdened bed day rate. Unit of issue DA is equivalent to bed day.				
	Change Item 2001A to read as follows (amount shown is the obligated amount):				
2001A	Bed-day rate for the minimum quantity of 1 - 272	99280	DA	292.52	29,041,385.60
	Change Item 2001B to read as follows (amount shown is the obligated amount):				
2001B	Bed-day rate for quantities in excess of 272	99280	DA	0.00	0.00
	Change Item 2002 to read as follows (amount shown is the obligated amount):				
2002	TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT:				
	Change Item 2002A to read as follows (amount shown is the obligated amount):				
2002A	Estimated Transportation Services - Fully Burdened Labor Hours	150000	HR	38.18	
	Change Item 2002B to read as follows (amount shown is the obligated amount):				
2002B	Mileage Rate (b)(7) Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile.	202500	DH	0.555	
	Change Item 2002C to read as follows (amount shown is the obligated amount):				
2002C	Mileage Rate (b)(7)(E) Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and Continued ...	247500	DH	0.505	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEDM-09-D-00001/P00009

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NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2002D	<p>fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile.</p> <p>Change Item 2002D to read as follows (amount shown is the obligated amount):</p> <p>Estimated Travel Cost inclusive of Lodging and Meals &amp; Incidental Expenses (MI&amp;E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of \$30,000.00 per year. Unit of Issue LO is equivalent to Lot.</p>	1	LO	30,000.00	
2002E	<p>Change Item 2002E to read as follows (amount shown is the obligated amount):</p> <p>OVERTIME</p> <p>Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer.</p>	22000	HR	38.18	
2003	<p>Change Item 2003 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Volunteer Wages for the Detainee Work Program at \$1.00 per day per detainee. Reimbursement for this line item will be at actual cost of \$1.00 per day per detainee. The Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue DA is equivalent to Day.</p>	39712	DA	1.00	



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. P00014		3. EFFECTIVE DATE 07/01/2012	4. REQUISITION/PURCHASE REQ. NO. PRO-12-1111	5. PROJECT NO. (if applicable) 1 4
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration & Customs Enforcement OAG Detention Management Laguna 24000 Avila Road, (b)(6),(b)(7)(C) Laguna Niguel CA 92677		CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (if other than item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6),(b)(7)(C) Attn: (b)(6),(b)(7)(C) 49-360-(b)(6)(C) Laguna Niguel CA 92677	
8. NAME AND ADDRESS OF CONTRACTOR (City, street, county, State and ZIP Code) ASSET PROTECTION SECURITY SERVICES LP 5502 BURNHAM DRIVE CORPUS CHRISTI TX 784135129		9A. AMENDMENT OF SOLICITATION NO. (X)		
CODE 0097418280000		9B. DATED (SEE ITEM 11) 05/22/2009		
FACILITY CODE		9C. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00001		
		10B. DATED (SEE ITEM 13) 05/22/2009		

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:
	D. OTHER (Specify type of modification and authority)
X	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 \_\_\_\_\_ 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: 009741828

Finance POC: (b)(6),(b)(7)(C) 619-550-(b)(6),(b)(7)(C)  
Program POC: (b)(6),(b)(7)(C) 760-336-(b)(6)

This modification is issued to Exercise the Third Option Period under the Contract. The period of Performance is from July 1, 2012 through June 30, 2013.

Exempt Action: N

LIST OF CHANGES:

Reason for Modification : Exercise an Option

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A apply.

(b)(6),(b)(7)(C)	15C. DATE SIGNED 6/20/12	(b)(6),(b)(7)(C)	16C. DATE SIGNED 6-20-12
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NAME OF OFFEROR OR CONTRACTOR  
 ASSET PROTECTION SECURITY SERVICES LP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Total Amount for this Modification: \$0.00				
	CHANGES FOR LINE ITEM NUMBER: 3001 Exercised option				
	CHANGES FOR LINE ITEM NUMBER: 3001A Exercised option				
	CHANGES FOR LINE ITEM NUMBER: 3001B Exercised option				
	CHANGES FOR LINE ITEM NUMBER: 3002 Exercised option				
	CHANGES FOR LINE ITEM NUMBER: 3002A Exercised option				
	CHANGES FOR LINE ITEM NUMBER: 3002AA Exercised option				
	CHANGES FOR LINE ITEM NUMBER: 3002B Exercised option				
	CHANGES FOR LINE ITEM NUMBER: 3002C Exercised option				
	CHANGES FOR LINE ITEM NUMBER: 3002D Exercised option				
	CHANGES FOR LINE ITEM NUMBER: 3002E Exercised option				
	CHANGES FOR LINE ITEM NUMBER: 3003 Exercised option Discount Terms: Net 30 FOB: Destination				
	Change Item 3001 to read as follows (amount shown is the total amount):  -----  OPTION PERIOD THREE: The Period of Performance shall commence upon the expiration of Option Period Two and extend for a period of one year.				
3001	DETENTION & FOOD SERVICES IAW THE PERFORMANCE WORK STATEMENT: Continued ...				



CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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3 4

NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Estimated 544 bed capacity at the El Centro SPC. The Government's minimum quantity to be ordered via task order under the Third Option Period is 272 beds per day multiplied by 365 days equals to 99,280 DA. The Government's maximum quantity during the Base Period is 198,560 DA. This is a fully burdened bed day rate. Unit of issue DA is equivalent to bed day.				
	Change Item 3001A to read as follows (amount shown is the total amount):				
3001A	Bed-day rate for the minimum quantity of 1 - 272	99280	DA	299.69	
	Change Item 3001B to read as follows (amount shown is the total amount):				
3001B	Bed-day rate for quantities in excess of 272	99280	DA	0.00	
	Change Item 3002AA to read as follows (amount shown is the total amount):				
3002AA	Estimated Transportation Services Using GFE Vehicles. Fully Burdened Labor Hours.	10000	HR	50.11	
	Change Item 3002 to read as follows (amount shown is the total amount):				
3002	TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT:				
	Change Item 3002A to read as follows (amount shown is the total amount):				
3002A	Estimated Transportation Services Using Vendor Vehicles. Fully Burdened Labor Hours.	162000	HR	55.72	
	Change Item 3002B to read as follows (amount shown is the total amount):				
3002B	Mileage Rate (b)(7) Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile.	202500	DH	0.57	
	Continued ...				

NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Change Item 3002C to read as follows (amount shown is the total amount):				
3002C	Mileage Rate <span style="border: 1px solid black; padding: 2px;">(b)(7)(E)</span> Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile.	247500	DH	0.57	
	Change Item 3002D to read as follows (amount shown is the total amount):				
3002D	Estimated Travel Cost inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of \$30,000.00 per year. Unit of Issue LO is equivalent to Lot.	1	LO	30,000.00	
	Change Item 3002E to read as follows (amount shown is the total amount):				
3002E	OVERTIME - no longer used.	1	HR	1.00	
	Change Item 3003 to read as follows (amount shown is the total amount):				
3003	Detainee Volunteer Wages for the Detainee Work Program at \$1.00 per day per detainee. Reimbursement for this line item will be at actual cost of \$1.00 per day per detainee. The Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue DA is equivalent to Day.	39712	DA	1.00	



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2 AMENDMENT/MODIFICATION NO P00018	3 EFFECTIVE DATE 07/01/2013	4 REQUISITION/PURCHASE REQ NO	5. PROJECT NO. (if applicable)
6 ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration & Customs Enforcement CAQ Detention Management Laguna 24000 Avila Road, (b)(6),(b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7 ADMINISTERED BY (if other than item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6),(b)(7)(C) Attn: (b)(6),(b)(7)(C) 949-360-(b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8 NAME AND ADDRESS OF CONTRACTOR (Pub, street, county, State and ZIP Code) ASSET PROTECTION SECURITY SERVICES LP 5502 BURNHAM DRIVE CORPUS CHRISTI TX 784135129		(x) 9A AMENDMENT OF SOLICITATION NO.	9B DATED (SEE ITEM 11)
CODE 0097418280000 FACILITY CODE		X 10A MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-09-D-00001	10B DATED (SEE ITEM 13) 05/22/2009

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 the 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 52.217-9 Option to Extend Term of 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: 009741826

Finance POC: (b)(6),(b)(7)(C) 619-550-(b)(7)(C)  
 Program POC: (b)(6),(b)(7)(C) 760-336-(b)(6)

The purpose of this modification is to:

- a) Exercise Option Period 4 with a period of performance of 7/1/13 through 6/30/14.
- b) Incorporate the Collective Bargaining Agreement revision with a change effective date of 7/1/13 and,

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A apply.

(b)(6),(b)(7)(C) VP _____ Signature of person authorized to sign	15C DATE SIGNED 7/3/13	(b)(6),(b)(7)(C) _____ Signature of person authorized to sign	16C DATE SIGNED 7-3-13
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NSN 7540-01-152-0070  
Previous edition unusable

STANDARD FORM 30 (REV 10-03)  
Prescribed by GSA  
FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4001	<p>CHANGES FOR LINE ITEM NUMBER: 4002A Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 4002AA Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 4002B Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 4002C Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 4002D Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 4002E Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 4003 Exercised option Discount Terms:     Net 30 FOB: Destination</p> <p>Change Item 4001 to read as follows (amount shown is the total amount):</p> <p>-----</p> <p>OPTION PERIOD FOUR: The Period of Performance shall commence upon the expiration of Option Period Three and extend for a period of one year.</p> <p>DETENTION &amp; FCOD SERVICES IAW THE PERFORMANCE WORK STATEMENT:</p> <p>Estimated 544 bed capacity at the El Centro SPC. The Government's minimum quantity to be ordered via task order under the Fourth Option Period is 272 beds per day multiplied by 365 days equals to 99,280 DA. The Government's maximum quantity during the Base Period is 198,560 DA. This is a fully burdened bed day rate. Unit of issue DA is equivalent to bed day.</p> <p>Change Item 4001A to read as follows (amount shown is the total amount): Continued ...</p>				



CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4001A	Bed-day rate for the minimum quantity of 1 - 272  Change Item 4001B to read as follows (amount shown is the total amount):	99280	DA	306.32	30,411,449.60
4001B	Bed-day rate for quantities in excess of 272  Change Item 4002AA to read as follows (amount shown is the total amount):	99280	DA	0.00	0.00
4002AA	Estimated Transportation Services Using GFE Vehicles. Fully Burdened Labor Hours.  Change Item 4002 to read as follows (amount shown is the total amount):	10000	HR	51.77	
4002	TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT:  Change Item 4002A to read as follows (amount shown is the total amount):				
4002A	Estimated Transportation Services Using Vendor Vehicles. Fully Burdened Labor Hours.  Change Item 4002B to read as follows (amount shown is the total amount):	162000	HR	57.38	
4002B	Mileage Rate (b)(7) Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile.  Change Item 4002C to read as follows (amount shown is the total amount):	202500	DH	0.57	
4002C	Mileage Rate (b)(7)(E) Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile.  Change Item 4002D to read as follows (amount shown is the total amount): Continued ...	247500	DH	0.57	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4002D	<p>Estimated Travel Cost inclusive of Lodging, Meals &amp; Incidental Expenses (MI&amp;E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of \$30,000.00 per year. Unit of Issue LO is equivalent to Lot.</p> <p>Change Item 4002E to read as follows (amount shown is the total amount):</p>	1	LO	30,000.00	
4002E	<p>OVERTIME - no longer used.</p> <p>Change Item 4003 to read as follows (amount shown is the total amount):</p>	1	HR	1.00	
4003	<p>Detainee Volunteer Wages for the Detainee Work Program at \$1.00 per day per detainee. Reimbursement for this line item will be at actual cost of \$1.00 per day per detainee. The Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue DA is equivalent to Day.</p>	39712	DA	1.00	



05-2057.txt

WD 05-2057 (Rev.-14) 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

Diane C. Koplewski                      Division of  
Director                                      Wage Determinations

Wage Determination No.: 2005-2057  
Revision No.: 14  
Date Of Revision: 06/19/2013

State: California

Area: California Counties of Imperial, San Diego

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.61
01012 - Accounting Clerk II		17.52
01013 - Accounting Clerk III		19.61
01020 - Administrative Assistant		25.04
01040 - Court Reporter		19.16
01051 - Data Entry Operator I		15.00
01052 - Data Entry Operator II		16.37
01060 - Dispatcher, Motor Vehicle		19.16
01070 - Document Preparation Clerk		14.63
01090 - Duplicating Machine Operator		14.63
01111 - General Clerk I		13.54
01112 - General Clerk II		15.34
01113 - General Clerk III		17.22
01120 - Housing Referral Assistant		20.30
01141 - Messenger Courier		12.23
01191 - Order Clerk I		14.73
01192 - Order Clerk II		16.08
01261 - Personnel Assistant (Employment) I		18.29
01262 - Personnel Assistant (Employment) II		20.67
01263 - Personnel Assistant (Employment) III		23.10
01270 - Production Control Clerk		22.89
01280 - Receptionist		13.16
01290 - Rental Clerk		16.09
01300 - Scheduler, Maintenance		17.28
01311 - Secretary I		17.28
01312 - Secretary II		18.08
01313 - Secretary III		20.30
01320 - Service Order Dispatcher		17.60
01410 - Supply Technician		24.51
01420 - Survey worker		19.16
01531 - Travel Clerk I		13.51
01532 - Travel Clerk II		14.76
01533 - Travel Clerk III		16.21
01611 - Word Processor I		16.07
01612 - Word Processor II		18.04
01613 - Word Processor III		20.18
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.21
05010 - Automotive Electrician		22.37
05040 - Automotive Glass Installer		21.55
05070 - Automotive Worker		21.55
05110 - Mobile Equipment Servicer		19.83
05130 - Motor Equipment Metal Mechanic		23.16

05160	- Motor Equipment Metal Worker	21.55
05190	- Motor Vehicle Mechanic	22.75
05220	- Motor Vehicle Mechanic Helper	18.60
05250	- Motor Vehicle Upholstery Worker	20.75
05280	- Motor Vehicle Wrecker	21.55
05310	- Painter, Automotive	22.79
05340	- Radiator Repair Specialist	21.55
05370	- Tire Repairer	15.52
05400	- Transmission Repair Specialist	23.16
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.40
07041	- Cook I	12.84
07042	- Cook II	13.58
07070	- Dishwasher	9.46
07130	- Food Service Worker	10.31
07210	- Meat Cutter	15.71
07260	- Waiter/waitress	9.71
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.94
09040	- Furniture Handler	14.32
09080	- Furniture Refinisher	19.94
09090	- Furniture Refinisher Helper	16.57
09110	- Furniture Repairer, Minor	18.49
09130	- Upholsterer	19.94
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	12.96
11060	- Elevator Operator	12.96
11090	- Gardener	17.18
11122	- Housekeeping Aide	12.96
11150	- Janitor	12.96
11210	- Laborer, Grounds Maintenance	13.92
11240	- Maid or Houseman	9.85
11260	- Pruner	13.45
11270	- Tractor Operator	14.90
11330	- Trail Maintenance worker	13.92
11360	- Window Cleaner	14.20
12000	- Health Occupations	
12010	- Ambulance Driver	18.34
12011	- Breath Alcohol Technician	20.17
12012	- Certified Occupational Therapist Assistant	25.81
12015	- Certified Physical Therapist Assistant	27.54
12020	- Dental Assistant	17.68
12025	- Dental Hygienist	40.91
12030	- EKG Technician	26.42
12035	- Electroneurodiagnostic Technologist	26.42
12040	- Emergency Medical Technician	18.34
12071	- Licensed Practical Nurse I	19.25
12072	- Licensed Practical Nurse II	21.53
12073	- Licensed Practical Nurse III	24.01
12100	- Medical Assistant	14.37
12130	- Medical Laboratory Technician	20.67
12160	- Medical Record Clerk	15.16
12190	- Medical Record Technician	16.54
12195	- Medical Transcriptionist	19.21
12210	- Nuclear Medicine Technologist	36.75
12221	- Nursing Assistant I	10.38
12222	- Nursing Assistant II	11.67
12223	- Nursing Assistant III	12.74
12224	- Nursing Assistant IV	14.30
12235	- Optical Dispenser	21.24
12236	- Optical Technician	16.53
12250	- Pharmacy Technician	17.36
12280	- Phlebotomist	14.34



12305	- Radiologic Technologist	
12311	- Registered Nurse I	30.68
12312	- Registered Nurse II	29.75
12313	- Registered Nurse II, Specialist	35.92
12314	- Registered Nurse III	35.92
12315	- Registered Nurse III, Anesthetist	42.67
12316	- Registered Nurse IV	42.67
12317	- Scheduler (Drug and Alcohol Testing)	51.14
13000	- Information And Arts Occupations	24.55
13011	- Exhibits Specialist I	20.91
13012	- Exhibits Specialist II	25.91
13013	- Exhibits Specialist III	31.68
13041	- Illustrator I	21.12
13042	- Illustrator II	26.16
13043	- Illustrator III	32.00
13047	- Librarian	28.91
13050	- Library Aide/Clerk	13.29
13054	- Library Information Technology Systems Administrator	26.11
13058	- Library Technician	
13061	- Media Specialist I	17.77
13062	- Media Specialist II	18.84
13063	- Media Specialist III	21.07
13071	- Photographer I	23.50
13072	- Photographer II	16.33
13073	- Photographer III	18.44
13074	- Photographer IV	22.63
13075	- Photographer V	27.68
13110	- Video Teleconference Technician	33.49
14000	- Information Technology Occupations	17.71
14041	- Computer Operator I	
14042	- Computer Operator II	17.02
14043	- Computer Operator III	19.04
14044	- Computer Operator IV	21.22
14045	- Computer Operator V	23.58
14071	- Computer Programmer I	26.11
14072	- Computer Programmer II	27.62
14073	- Computer Programmer III	
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	(see 1)
14160	- Personal Computer Support Technician	(see 1)
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	17.02
15020	- Aircrew Training Devices Instructor (Rated)	23.58
15030	- Air Crew Training Devices Instructor (Pilot)	
15050	- Computer Based Training Specialist / Instructor	30.51
15060	- Educational Technologist	30.67
15070	- Flight Instructor (Pilot)	44.25
15080	- Graphic Artist	23.93
15090	- Technical Instructor	26.13
15095	- Technical Instructor/Course Developer	31.96
15110	- Test Proctor	21.83
15120	- Tutor	21.83
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	9.79
16030	- Counter Attendant	9.79
16040	- Dry Cleaner	12.02
16070	- Finisher, Flatwork, Machine	9.79
16090	- Presser, Hand	9.79
16110	- Presser, Machine, Drycleaning	9.79

16130 - Presser, Machine, Shirts	9.79
16160 - Presser, Machine, Wearing Apparel, Laundry	9.79
16190 - Sewing Machine Operator	12.81
16220 - Tailor	13.55
16250 - Washer, Machine	10.49
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.94
19040 - Tool And Die Maker	23.80
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.88
21030 - Material Coordinator	22.89
21040 - Material Expediter	22.89
21050 - Material Handling Laborer	13.07
21071 - Order Filler	15.33
21080 - Production Line Worker (Food Processing)	18.88
21110 - Shipping Packer	14.04
21130 - Shipping/Receiving Clerk	14.04
21140 - Store Worker I	12.48
21150 - Stock Clerk	16.40
21210 - Tools And Parts Attendant	18.88
21410 - Warehouse Specialist	18.88
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.52
23021 - Aircraft Mechanic I	25.55
23022 - Aircraft Mechanic II	26.52
23023 - Aircraft Mechanic III	27.54
23040 - Aircraft Mechanic Helper	18.88
23050 - Aircraft, Painter	22.46
23060 - Aircraft Servicer	21.08
23080 - Aircraft Worker	21.88
23110 - Appliance Mechanic	20.66
23120 - Bicycle Repairer	15.52
23125 - Cable Splicer	26.10
23130 - Carpenter, Maintenance	22.28
23140 - Carpet Layer	18.15
23160 - Electrician, Maintenance	23.07
23181 - Electronics Technician Maintenance I	22.59
23182 - Electronics Technician Maintenance II	23.97
23183 - Electronics Technician Maintenance III	27.60
23260 - Fabric Worker	20.80
23290 - Fire Alarm System Mechanic	23.50
23310 - Fire Extinguisher Repairer	19.48
23311 - Fuel Distribution System Mechanic	27.67
23312 - Fuel Distribution System Operator	21.35
23370 - General Maintenance Worker	19.20
23380 - Ground Support Equipment Mechanic	25.55
23381 - Ground Support Equipment Servicer	21.08
23382 - Ground Support Equipment Worker	21.88
23391 - Gunsmith I	19.48
23392 - Gunsmith II	22.16
23393 - Gunsmith III	24.85
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.57
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.46
23430 - Heavy Equipment Mechanic	28.70
23440 - Heavy Equipment Operator	28.86
23460 - Instrument Mechanic	24.17
23465 - Laboratory/Shelter Mechanic	23.51
23470 - Laborer	12.27
23510 - Locksmith	20.96
23530 - Machinery Maintenance Mechanic	24.66
23550 - Machinist, Maintenance	20.86



23580	- Maintenance Trades Helper	16.57
23591	- Metrology Technician I	24.17
23592	- Metrology Technician II	25.25
23593	- Metrology Technician III	30.26
23640	- Millwright	29.26
23710	- Office Appliance Repairer	21.74
23760	- Painter, Maintenance	21.93
23790	- Pipefitter, Maintenance	24.76
23810	- Plumber, Maintenance	23.93
23820	- Pneudraulic Systems Mechanic	24.85
23850	- Rigger	23.07
23870	- Scale Mechanic	21.03
23890	- Sheet-Metal Worker, Maintenance	23.06
23910	- Small Engine Mechanic	21.12
23931	- Telecommunications Mechanic I	26.33
23932	- Telecommunications Mechanic II	27.33
23950	- Telephone Lineman	26.11
23960	- Welder, Combination, Maintenance	23.82
23965	- Well Driller	24.96
23970	- Woodcraft Worker	24.85
23980	- Woodworker	18.60
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	11.87
24580	- Child Care Center Clerk	19.94
24610	- Chore Aide	10.20
24620	- Family Readiness And Support Services Coordinator	17.12
24630	- Homemaker	20.77
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	27.02
25040	- Sewage Plant Operator	26.45
25070	- Stationary Engineer	27.02
25190	- Ventilation Equipment Tender	19.72
25210	- Water Treatment Plant Operator	26.45
27000	- Protective Service Occupations	
27004	- Alarm Monitor	24.53
27007	- Baggage Inspector	13.86
27008	- Corrections Officer	29.73
27010	- Court Security Officer	31.17
27030	- Detection Dog Handler	23.51
27040	- Detention Officer	29.73
27070	- Firefighter	27.18
27101	- Guard I	13.86
27102	- Guard II	23.51
27131	- Police Officer I	35.16
27132	- Police Officer II	39.06
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	15.20
28042	- Carnival Equipment Repairer	16.19
28043	- Carnival Equipment Worker	10.89
28210	- Gate Attendant/Gate Tender	15.62
28310	- Lifeguard	13.53
28350	- Park Attendant (Aide)	17.38
28510	- Recreation Aide/Health Facility Attendant	12.67
28515	- Recreation Specialist	21.52
28630	- Sports Official	13.84
28690	- Swimming Pool Operator	17.11
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	28.99
29020	- Hatch Tender	28.99
29030	- Line Handler	28.99
29041	- Stevedore I	27.21
29042	- Stevedore II	30.76

30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO)	38.91
30011 - Air Traffic Control Specialist, Station (HFO)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO)	29.55
30021 - Archeological Technician I	20.59
30022 - Archeological Technician II	22.84
30023 - Archeological Technician III	28.30
30030 - Cartographic Technician	28.30
30040 - Civil Engineering Technician	25.89
30061 - Drafter/CAD Operator I	20.42
30062 - Drafter/CAD Operator II	22.84
30063 - Drafter/CAD Operator III	25.47
30064 - Drafter/CAD Operator IV	31.34
30081 - Engineering Technician I	18.88
30082 - Engineering Technician II	21.19
30083 - Engineering Technician III	23.70
30084 - Engineering Technician IV	29.36
30085 - Engineering Technician V	35.91
30086 - Engineering Technician VI	43.45
30090 - Environmental Technician	22.65
30210 - Laboratory Technician	21.62
30240 - Mathematical Technician	27.79
30361 - Paralegal/Legal Assistant I	21.72
30362 - Paralegal/Legal Assistant II	26.91
30363 - Paralegal/Legal Assistant III	32.91
30364 - Paralegal/Legal Assistant IV	39.82
30390 - Photo-Optics Technician	28.30
30461 - Technical Writer I	23.46
30462 - Technical Writer II	28.69
30463 - Technical Writer III	34.71
30491 - Unexploded Ordnance (UXO) Technician I	24.73
30492 - Unexploded Ordnance (UXO) Technician II	29.92
30493 - Unexploded Ordnance (UXO) Technician III	35.87
30494 - Unexploded (UXO) Safety Escort	24.73
30495 - Unexploded (UXO) Sweep Personnel	24.73
30620 - Weather Observer, Combined Upper Air Or	25.47
Surface Programs	
30621 - Weather Observer, Senior	28.30
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.37
31030 - Bus Driver	17.56
31043 - Driver Courier	13.59
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	14.66
31310 - Taxi Driver	12.33
31361 - Truckdriver, Light	14.66
31362 - Truckdriver, Medium	18.11
31363 - Truckdriver, Heavy	20.85
31364 - Truckdriver, Tractor-Trailer	20.85
99000 - Miscellaneous Occupations	
99030 - Cashier	12.02
99050 - Desk Clerk	10.60
99095 - Embalmer	21.58
99251 - Laboratory Animal Caretaker I	13.87
99252 - Laboratory Animal Caretaker II	14.55
99310 - Mortician	23.74
99410 - Pest Controller	14.26
99510 - Photofinishing worker	16.54
99710 - Recycling Laborer	19.84
99711 - Recycling Specialist	24.10
99730 - Refuse Collector	18.98
99810 - Sales Clerk	13.18
99820 - School Crossing Guard	11.77



99830 - Survey Party Chief	28.85
99831 - Surveying Aide	18.84
99832 - Surveying Technician	26.23
99840 - Vending Machine Attendant	14.19
99841 - Vending Machine Repairer	16.89
99842 - Vending Machine Repairer Helper	14.09

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**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://wdo1.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.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   13
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2 AMENDMENT/MODIFICATION NO P00020	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ. NO	5 PROJECT NO (if applicable)
6 ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration & Customs Enforcement OAG Detention Management Laguna 24000 Avila Road, (b)(6),(b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7 ADMINISTERED BY (if other than item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6),(b)(7)(C) Attn: (b)(6),(b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA

8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) ASSET PROTECTION SECURITY SERVICES LP 5502 BURNHAM DRIVE CORPUS CHRISTI TX 784135129	(x) 9A AMENDMENT OF SOLICITATION NO
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9B DATED (SEE ITEM 11)
X 10A MODIFICATION OF CONTRACT/ORDER NO HSCEDM-09-D-00001

10B DATED (SEE ITEM 13) 05/22/2009
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CODE 0097418280000	FACILITY CODE
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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) Unilateral Modification / FAR 52.217-8 Option to Extend Services

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: 009741828

Finance POC: (b)(6),(b)(7)(C) 619-550 (b)(6)

Program POC: (b)(6),(b)(7)(C) 760-336- (b)(6)

The purpose of this modification is to extend the period of performance through August 31, 2014, under CLIN 5001 through 5003 and adding four-one month options. Also, incorporating the Department of Labor Wage Rate Determination No.: 2005-2057, Revision No.: 14, Date of Revision: 06/19/2013, which is attached to this modification.

Exempt Action: N  
Discount Terms:  
Net 30  
Continued ...

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

15A NAME AND TITLE OF SIGNER (Type or print)	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B CONTRACTOR/OFFEROR	15C DATE SIGNED
(Signature of person authorized to sign)	(b)(6),(b)(7)(C)
	16C DATE SIGNED 5-29-14



NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination Period of Performance: 07/01/2009 to 08/31/2014  Add Item 5001 as follows:				
5001	DETENTION & FOOD SERVICES IAW THE PERFORMANCE WORK STATEMENT:  Estimated 544 bed capacity at the El Centro SPC. The Government's minimum quantity is 272 beds per day multiplied by 62 days equals to 16,864 DA. The Government's maximum quantity during the Base Period is 198,560 DA. This is a fully burdened bed day rate. Unit of issue DA is equivalent to bed day.  Add Item 5001A as follows:				
5001A	Bed-day rate for the minimum quantity of 1 - 272  Add Item 5001B as follows:	16864	DA	307.48	5,185,342.72
5001B	Bed-day rate for quantities in excess of 272  Add Item 5002 as follows:	16864	DA	0.00	0.00
5002	TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT:  Add Item 5002A as follows:				
5002A	Estimated Transportation Services Using Vendor Vehicles. Fully Burdened Labor Hours.  Add Item 5002AA as follows:	2700	HR	57.59	
5002AA	Estimated Transportation Services Using GFE Vehicles. Fully Burdened Labor Hours.  Add Item 5002B as follows:	1667	HR	51.98	
5002B	Mileage Rate (b)(7) Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile. Continued ...	33750	DH	0.57	

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NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
5002C	<p>Add Item 5002C as follows:</p> <p>Mileage Rate (b)(7)(E) Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile.</p>	41250	DH	0.57	
5002D	<p>Add Item 5002D as follows:</p> <p>Estimated Travel Cost inclusive of Lodging, Meals &amp; Incidental Expenses (MI&amp;E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of \$30,000.00 per year. Unit of Issue LO is equivalent to Lot.</p>	1	LO	0.00	
5002E	<p>Add Item 5002E as follows:</p> <p>OVERTIME - no longer used.</p>	1	HR	1.00	
5003	<p>Add Item 5003 as follows:</p> <p>Detainee Volunteer Wages for the Detainee Work Program at \$1.00 per day per detainee. Reimbursement for this line item will be at actual cost of \$1.00 per day per detainee. The Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue DA is equivalent to Day.</p>	16864	DA	1.00	
6001	<p>Add Item 6001 as follows:</p> <p>DETENTION &amp; FOOD SERVICES IAW THE PERFORMANCE WORK STATEMENT:</p> <p>Estimated 544 bed capacity at the El Centro SPC. The Government's minimum quantity is 272 beds per day multiplied by 30 days equals to 8,160 DA. The Government's maximum quantity during the Base Period is 198,560 DA. This is a fully burdened bed day rate. Unit of issue DA is equivalent to bed day. Continued ...</p>				



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NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$0.00 (Option Line Item) 08/25/2014 Period of Performance: 09/01/2014 to 09/30/2014  Add Item 6001A as follows:				
6001A	Bed-day rate for the minimum quantity of 1 - 272 Award Type: Indefinite-quantity Min. Qty: N/A  Max. Quantity: 8160 Min. Amt: \$0.00  Max. Amount: \$2,509,036.80 Minimum Guaranteed: N Amount: \$2,509,036.80 (Option Line Item) 08/25/2014 Period of Performance: 09/01/2014 to 09/30/2014  Add Item 6001B as follows:	8160	DA	307.48	
6001B	Bed-day rate for quantities in excess of 272 Award Type: Indefinite-quantity Min. Qty: N/A  Max. Quantity: 8160 Min. Amt: \$0.00  Max. Amount: \$0.00 Minimum Guaranteed: N Amount: \$0.00 (Option Line Item) 08/25/2014 Period of Performance: 09/01/2014 to 09/30/2014  Add Item 6002 as follows:	8160	DA	0.00	
6002	TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT: Amount: \$0.00 (Option Line Item) 08/25/2014 Period of Performance: 09/01/2014 to 09/30/2014  Add Item 6002A as follows:				
6002A	Estimated Transportation Services Using Vendor Vehicles. Fully Burdened Labor Hours. Amount: \$777,465.00 (Option Line Item) 08/25/2014 Period of Performance: 09/01/2014 to 09/30/2014  Add Item 6002AA as follows:	13500	HR	57.59	
6002AA	Estimated Transportation Services Using GFE Vehicles. Fully Burdened Labor Hours. Continued ...	833	HR	51.98	

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NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: \$43,299.34 (Option Line Item) 08/25/2014 Period of Performance: 09/01/2014 to 09/30/2014  Add Item 6002B as follows:				
6002B	Mileage Rate (b)(7) Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile. Amount: \$9,618.75 (Option Line Item) 08/25/2014 Period of Performance: 09/01/2014 to 09/30/2014  Add Item 6002C as follows:	16875	DH	0.57	
6002C	Mileage Rate (b)(7)(E) Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile. Amount: \$11,756.25 (Option Line Item) 08/25/2014 Period of Performance: 09/01/2014 to 09/30/2014  Add Item 6002D as follows:	20625	DH	0.57	
6002D	Estimated Travel Cost inclusive of Lodging, Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of \$30,000.00 per year. Unit of Issue LO is equivalent to Lot. Amount: \$0.00 (Option Line Item) 08/25/2014 Period of Performance: 09/01/2014 to 09/30/2014  Add Item 6002E as follows:	1	LO	0.00	
6002E	OVERTIME - no longer used. Amount: \$1.00 (Option Line Item) 08/25/2014 Period of Performance: 09/01/2014 to 09/30/2014 Continued ...	1	HR	1.00	



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NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
6003	<p>Add Item 6003 as follows:</p> <p>Detainee Volunteer Wages for the Detainee Work Program at \$1.00 per day per detainee. Reimbursement for this line item will be at actual cost of \$1.00 per day per detainee. The Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue DA is equivalent to Day. Amount: \$8,160.00 (Option Line Item) 08/25/2014 Period of Performance: 09/01/2014 to 09/30/2014</p>	8160	DA	1.00	
7001	<p>Add Item 7001 as follows:</p> <p>DETENTION &amp; FOOD SERVICES IAW THE PERFORMANCE WORK STATEMENT:</p> <p>Estimated 544 bed capacity at the El Centro SPC. The Government's minimum quantity is 272 beds per day multiplied by 31 days equals to 8,432 DA. The Government's maximum quantity during the Base Period is 198,560 DA. This is a fully burdened bed day rate. Unit of issue DA is equivalent to bed day. Amount: \$0.00 (Option Line Item) 09/22/2014 Period of Performance: 10/01/2014 to 10/31/2014</p>				
7001A	<p>Add Item 7001A as follows:</p> <p>Bed-day rate for the minimum quantity of 1 - 272 Award Type: Indefinite-quantity Min. Qty: N/A  Max. Quantity: 8432 Min. Amt: \$0.00  Max. Amount: \$2,592,671.36 Minimum Guaranteed: N Amount: \$2,592,671.36 (Option Line Item) 09/22/2014 Period of Performance: 10/01/2014 to 10/31/2014</p>	8432	DA	307.48	
7001B	<p>Add Item 7001B as follows:</p> <p>Bed-day rate for quantities in excess of 272 Award Type: Indefinite-quantity Min. Qty: N/A  Max. Quantity: 8432 Min. Amt: \$0.00  Max. Amount: \$0.00 Continued ...</p>	8432	DA	0.00	

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NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Minimum Guaranteed: N Amount: \$0.00 (Option Line Item) 09/22/2014 Period of Performance: 10/01/2014 to 10/31/2014  Add Item 7002 as follows:				
7002	TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT: Amount: \$0.00 (Option Line Item) 09/22/2014 Period of Performance: 10/01/2014 to 10/31/2014  Add Item 7002A as follows:				
7002A	Estimated Transportation Services Using Vendor Vehicles. Fully Burdened Labor Hours. Amount: \$777,465.00 (Option Line Item) 09/22/2014 Period of Performance: 10/01/2014 to 10/31/2014  Add Item 7002AA as follows:	13500	HR	57.59	
7002AA	Estimated Transportation Services Using GFE Vehicles. Fully Burdened Labor Hours. Amount: \$43,299.34 (Option Line Item) 09/22/2014 Period of Performance: 10/01/2014 to 10/31/2014  Add Item 7002B as follows:	833	HR	51.98	
7002B	Mileage Rate (b)(7) Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile. Amount: \$9,618.75 (Option Line Item) 09/22/2014 Period of Performance: 10/01/2014 to 10/31/2014  Add Item 7002C as follows:	16875	DH	0.57	
7002C	Mileage Rate (b)(7)(E) Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Continued ...	20625	DH	0.57	

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NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Unit of Issue DH is equivalent to Mile. Amount: \$11,756.25 (Option Line Item) 09/22/2014 Period of Performance: 10/01/2014 to 10/31/2014  Add Item 7002D as follows:				
7002D	Estimated Travel Cost inclusive of Lodging, Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of \$30,000.00 per year. Unit of Issue LO is equivalent to Lot. Amount: \$0.00 (Option Line Item) 09/22/2014 Period of Performance: 10/01/2014 to 10/31/2014  Add Item 7002E as follows:	1	LO	0.00	
7002E	OVERTIME - no longer used. Amount: \$1.00 (Option Line Item) 09/22/2014 Period of Performance: 10/01/2014 to 10/31/2014  Add Item 7003 as follows:	1	HR	1.00	
7003	Detainee Volunteer Wages for the Detainee Work Program at \$1.00 per day per detainee. Reimbursement for this line item will be at actual cost of \$1.00 per day per detainee. The Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue DA is equivalent to Day. Amount: \$8,432.00 (Option Line Item) 09/22/2014 Period of Performance: 10/01/2014 to 10/31/2014  Add Item 8001 as follows:	8432	DA	1.00	
8001	DETENTION & FOOD SERVICES IAW THE PERFORMANCE WORK STATEMENT:  Estimated 544 bed capacity at the El Centro SPC. The Government's minimum quantity is 272 beds per day multiplied by 30 days equals to 8,160 DA. The Continued ...				



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ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Government's maximum quantity during the Base Period is 198,560 DA. This is a fully burdened bed day rate. Unit of issue DA is equivalent to bed day.            Amount: \$0.00 (Option Line Item)            10/27/2014            Period of Performance: 11/01/2014 to 11/30/2014</p> <p>Add Item 8001A as follows:</p>				
8001A	<p>Bed-day rate for the minimum quantity of 1 - 272            Award Type: Indefinite-quantity            Min. Qty: N/A  Max. Quantity: 8160            Min. Amt: \$0.00  Max. Amount: \$2,509,036.80            Minimum Guaranteed: N            Amount: \$2,509,036.80 (Option Line Item)            10/27/2014            Period of Performance: 11/01/2014 to 11/30/2014</p> <p>Add Item 8001B as follows:</p>	8160	DA	307.48	
8001B	<p>Bed-day rate for quantities in excess of 272            Award Type: Indefinite-quantity            Min. Qty: N/A  Max. Quantity: 8160            Min. Amt: \$0.00  Max. Amount: \$0.00            Minimum Guaranteed: N            Amount: \$0.00 (Option Line Item)            10/27/2014            Period of Performance: 11/01/2014 to 11/30/2014</p> <p>Add Item 8002 as follows:</p>	8160	DA	0.00	
8002	<p>TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT:            Amount: \$0.00 (Option Line Item)            10/27/2014            Period of Performance: 11/01/2014 to 11/30/2014</p> <p>Add Item 8002A as follows:</p>				
8002A	<p>Estimated Transportation Services Using Vendor Vehicles. Fully Burdened Labor Hours.            Amount: \$777,465.00 (Option Line Item)            10/27/2014            Period of Performance: 11/01/2014 to 11/30/2014</p> <p>Add Item 8002AA as follows:            Continued ...</p>	13500	HR	57.59	

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ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
8002AA	Estimated Transportation Services Using GFE Vehicles. Fully Burdened Labor Hours. Amount: \$43,299.34 (Option Line Item) 10/27/2014 Period of Performance: 11/01/2014 to 11/30/2014  Add Item 8002B as follows:	833	HR	51.98	
8002B	Mileage Rate (b)(7) Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile. Amount: \$9,618.75 (Option Line Item) 10/27/2014 Period of Performance: 11/01/2014 to 11/30/2014  Add Item 8002C as follows:	16875	DH	0.57	
8002C	Mileage Rate (b)(7)(E) Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile. Amount: \$11,756.25 (Option Line Item) 10/27/2014 Period of Performance: 11/01/2014 to 11/30/2014  Add Item 8002D as follows:	20625	DH	0.57	
8002D	Estimated Travel Cost inclusive of Lodging, Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of \$30,000.00 per year. Unit of Issue LO is equivalent to Lot. Amount: \$0.00 (Option Line Item) 10/27/2014 Period of Performance: 11/01/2014 to 11/30/2014  Add Item 8002E as follows:  Continued ...	1	LO	0.00	

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
8002E	OVERTIME - no longer used. Amount: \$1.00 (Option Line Item) 10/27/2014 Period of Performance: 11/01/2014 to 11/30/2014  Add Item 8003 as follows:	1	HR	1.00	
8003	Detainee Volunteer Wages for the Detainee Work Program at \$1.00 per day per detainee. Reimbursement for this line item will be at actual cost of \$1.00 per day per detainee. The Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue DA is equivalent to Day. Amount: \$8,160.00 (Option Line Item) 10/27/2014 Period of Performance: 11/01/2014 to 11/30/2014  Add Item 9001 as follows:	8160	DA	1.00	
9001	DETENTION & FOOD SERVICES IAW THE PERFORMANCE WORK STATEMENT:  Estimated 544 bed capacity at the El Centro SPC. The Government's minimum quantity is 272 beds per day multiplied by 31 days equals to 8,432 DA. The Government's maximum quantity during the Base Period is 198,560 DA. This is a fully burdened bed day rate. Unit of issue DA is equivalent to bed day. Amount: \$0.00 (Option Line Item) 11/24/2014 Period of Performance: 12/01/2014 to 12/31/2014  Add Item 9001A as follows:				
9001A	Bed-day rate for the minimum quantity of 1 - 272 Award Type: Indefinite-quantity Min. Qty: N/A   Max. Quantity: 8432 Min. Amt: \$0.00   Max. Amount: \$2,592,671.36 Minimum Guaranteed: N Amount: \$2,592,671.36 (Option Line Item) 11/24/2014 Period of Performance: 12/01/2014 to 12/31/2014  Add Item 9001B as follows:	8432	DA	307.48	
9001B	Bed-day rate for quantities in excess of 272 Continued ...	8432	DA	0.00	



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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Award Type: Indefinite-quantity Min. Qty: N/A  Max. Quantity: 8432 Min. Amt: \$0.00  Max. Amount: \$0.00 Minimum Guaranteed: N Amount: \$0.00 (Option Line Item) 11/24/2014 Period of Performance: 12/01/2014 to 12/31/2014  Add Item 9002 as follows:				
9002	TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT: Amount: \$0.00 (Option Line Item) 11/24/2014 Period of Performance: 12/01/2014 to 12/31/2014  Add Item 9002A as follows:				
9002A	Estimated Transportation Services Using Vendor Vehicles. Fully Burdened Labor Hours. Amount: \$777,465.00 (Option Line Item) 11/24/2014 Period of Performance: 12/01/2014 to 12/31/2014  Add Item 9002AA as follows:	13500	HR	57.59	
9002AA	Estimated Transportation Services Using GFE Vehicles. Fully Burdened Labor Hours. Amount: \$43,299.34 (Option Line Item) 11/24/2014 Period of Performance: 12/01/2014 to 12/31/2014  Add Item 9002B as follows:	833	HR	51.98	
9002B	Mileage Rate (b)(7)(C) (Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile. Amount: \$9,618.75 (Option Line Item) 11/24/2014 Period of Performance: 12/01/2014 to 12/31/2014  Add Item 9002C as follows:	16875	DH	0.57	
9002C	Mileage Rate (b)(7)(E) (Passenger Vehicles) Continued ...	20625	DH	0.57	

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ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile. Amount: \$11,756.25 (Option Line Item) 11/24/2014 Period of Performance: 12/01/2014 to 12/31/2014</p> <p>Add Item 9002D as follows:</p>				
9002D	<p>Estimated Travel Cost inclusive of Lodging, Meals &amp; Incidental Expenses (MI&amp;E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of \$30,000.00 per year. Unit of Issue LO is equivalent to Lot. Amount: \$0.00 (Option Line Item) 11/24/2014 Period of Performance: 12/01/2014 to 12/31/2014</p> <p>Add Item 9002E as follows:</p>	1	LO	0.00	
9002E	<p>OVERTIME - no longer used. Amount: \$1.00 (Option Line Item) 11/24/2014 Period of Performance: 12/01/2014 to 12/31/2014</p> <p>Add Item 9003 as follows:</p>	1	HR	1.00	
9003	<p>Detainee Volunteer Wages for the Detainee Work Program at \$1.00 per day per detainee. Reimbursement for this line item will be at actual cost of \$1.00 per day per detainee. The Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue DA is equivalent to Day. Amount: \$8,432.00 (Option Line Item) 11/24/2014 Period of Performance: 12/01/2014 to 12/31/2014 All other terms and conditions remain the same.</p>	8432	DA	1.00	

WD 05-2057 (Rev.-14) was first posted on www.wdol.gov on 06/25/2013

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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.: 2005-2057  
Revision No.: 14  
Date Of Revision: 06/19/2013

State: California

Area: California Counties of Imperial, San Diego

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.61
01012 - Accounting Clerk II		17.52
01013 - Accounting Clerk III		19.61
01020 - Administrative Assistant		25.04
01040 - Court Reporter		19.16
01051 - Data Entry Operator I		15.00
01052 - Data Entry Operator II		16.37
01060 - Dispatcher, Motor Vehicle		19.16
01070 - Document Preparation Clerk		14.63
01090 - Duplicating Machine Operator		14.63
01111 - General Clerk I		13.54
01112 - General Clerk II		15.34
01113 - General Clerk III		17.22
01120 - Housing Referral Assistant		20.30
01141 - Messenger Courier		12.23
01191 - Order Clerk I		14.73
01192 - Order Clerk II		16.08
01261 - Personnel Assistant (Employment) I		18.29
01262 - Personnel Assistant (Employment) II		20.67
01263 - Personnel Assistant (Employment) III		23.10
01270 - Production Control Clerk		22.89
01280 - Receptionist		13.16
01290 - Rental Clerk		16.09
01300 - Scheduler, Maintenance		17.28
01311 - Secretary I		17.28
01312 - Secretary II		18.08
01313 - Secretary III		20.30
01320 - Service Order Dispatcher		17.60
01410 - Supply Technician		24.51
01420 - Survey Worker		19.16
01531 - Travel Clerk I		13.51
01532 - Travel Clerk II		14.76
01533 - Travel Clerk III		16.21
01611 - Word Processor I		16.07
01612 - Word Processor II		18.04
01613 - Word Processor III		20.18
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		22.21
05010 - Automotive Electrician		22.37
05040 - Automotive Glass Installer		21.55
05070 - Automotive Worker		21.55



05110 - Mobile Equipment Servicer	19.83
05130 - Motor Equipment Metal Mechanic	23.16
05160 - Motor Equipment Metal Worker	21.55
05190 - Motor Vehicle Mechanic	22.75
05220 - Motor Vehicle Mechanic Helper	18.60
05250 - Motor Vehicle Upholstery Worker	20.75
05280 - Motor Vehicle Wrecker	21.55
05310 - Painter, Automotive	22.79
05340 - Radiator Repair Specialist	21.55
05370 - Tire Repairer	15.52
05400 - Transmission Repair Specialist	23.16
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.40
07041 - Cook I	12.84
07042 - Cook II	13.58
07070 - Dishwasher	9.46
07130 - Food Service Worker	10.31
07210 - Meat Cutter	15.71
07260 - Waiter/Waitress	9.71
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.94
09040 - Furniture Handler	14.32
09080 - Furniture Refinisher	19.94
09090 - Furniture Refinisher Helper	16.57
09110 - Furniture Repairer, Minor	18.49
09130 - Upholsterer	19.94
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.96
11060 - Elevator Operator	12.96
11090 - Gardener	17.18
11122 - Housekeeping Aide	12.96
11150 - Janitor	12.96
11210 - Laborer, Grounds Maintenance	13.92
11240 - Maid or Houseman	9.85
11260 - Pruner	13.45
11270 - Tractor Operator	14.90
11330 - Trail Maintenance Worker	13.92
11360 - Window Cleaner	14.20
12000 - Health Occupations	
12010 - Ambulance Driver	18.34
12011 - Breath Alcohol Technician	20.17
12012 - Certified Occupational Therapist Assistant	25.81
12015 - Certified Physical Therapist Assistant	27.54
12020 - Dental Assistant	17.68
12025 - Dental Hygienist	40.91
12030 - EKG Technician	26.42
12035 - Electroneurodiagnostic Technologist	26.42
12040 - Emergency Medical Technician	18.34
12071 - Licensed Practical Nurse I	19.25
12072 - Licensed Practical Nurse II	21.53
12073 - Licensed Practical Nurse III	24.01
12100 - Medical Assistant	14.37
12130 - Medical Laboratory Technician	20.67
12160 - Medical Record Clerk	15.16
12190 - Medical Record Technician	16.54
12195 - Medical Transcriptionist	19.21
12210 - Nuclear Medicine Technologist	36.75
12221 - Nursing Assistant I	10.38
12222 - Nursing Assistant II	11.67
12223 - Nursing Assistant III	12.74
12224 - Nursing Assistant IV	14.30

12235 - Optical Dispenser	21.24
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.36
12280 - Phlebotomist	14.34
12305 - Radiologic Technologist	30.68
12311 - Registered Nurse I	29.75
12312 - Registered Nurse II	35.92
12313 - Registered Nurse II, Specialist	35.92
12314 - Registered Nurse III	42.67
12315 - Registered Nurse III, Anesthetist	42.67
12316 - Registered Nurse IV	51.14
12317 - Scheduler (Drug and Alcohol Testing)	24.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.91
13012 - Exhibits Specialist II	25.91
13013 - Exhibits Specialist III	31.68
13041 - Illustrator I	21.12
13042 - Illustrator II	26.16
13043 - Illustrator III	32.00
13047 - Librarian	28.91
13050 - Library Aide/Clerk	13.29
13054 - Library Information Technology Systems Administrator	26.11
13058 - Library Technician	17.77
13061 - Media Specialist I	18.84
13062 - Media Specialist II	21.07
13063 - Media Specialist III	23.50
13071 - Photographer I	16.33
13072 - Photographer II	18.44
13073 - Photographer III	22.63
13074 - Photographer IV	27.68
13075 - Photographer V	33.49
13110 - Video Teleconference Technician	17.71
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.02
14042 - Computer Operator II	19.04
14043 - Computer Operator III	21.22
14044 - Computer Operator IV	23.58
14045 - Computer Operator V	26.11
14071 - Computer Programmer I	(see 1) 27.62
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	17.02
14160 - Personal Computer Support Technician	23.58
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.51
15020 - Aircrew Training Devices Instructor (Rated)	36.91
15030 - Air Crew Training Devices Instructor (Pilot)	44.25
15050 - Computer Based Training Specialist / Instructor	30.51
15060 - Educational Technologist	30.67
15070 - Flight Instructor (Pilot)	44.25
15080 - Graphic Artist	23.93
15090 - Technical Instructor	26.13
15095 - Technical Instructor/Course Developer	31.96
15110 - Test Proctor	21.83
15120 - Tutor	21.83
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	

16010 - Assembler	9.79
16030 - Counter Attendant	9.79
16040 - Dry Cleaner	12.02
16070 - Finisher, Flatwork, Machine	9.79
16090 - Presser, Hand	9.79
16110 - Presser, Machine, Drycleaning	9.79
16130 - Presser, Machine, Shirts	9.79
16160 - Presser, Machine, Wearing Apparel, Laundry	9.79
16190 - Sewing Machine Operator	12.81
16220 - Tailor	13.55
16250 - Washer, Machine	10.49
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.94
19040 - Tool And Die Maker	23.80
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.88
21030 - Material Coordinator	22.89
21040 - Material Expediter	22.89
21050 - Material Handling Laborer	13.07
21071 - Order Filler	15.33
21080 - Production Line Worker (Food Processing)	18.88
21110 - Shipping Packer	14.04
21130 - Shipping/Receiving Clerk	14.04
21140 - Store Worker I	12.48
21150 - Stock Clerk	16.40
21210 - Tools And Parts Attendant	18.88
21410 - Warehouse Specialist	18.88
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.52
23021 - Aircraft Mechanic I	25.55
23022 - Aircraft Mechanic II	26.52
23023 - Aircraft Mechanic III	27.54
23040 - Aircraft Mechanic Helper	18.88
23050 - Aircraft, Painter	22.46
23060 - Aircraft Servicer	21.08
23080 - Aircraft Worker	21.88
23110 - Appliance Mechanic	20.66
23120 - Bicycle Repairer	15.52
23125 - Cable Splicer	26.10
23130 - Carpenter, Maintenance	22.28
23140 - Carpet Layer	18.15
23160 - Electrician, Maintenance	23.07
23181 - Electronics Technician Maintenance I	22.59
23182 - Electronics Technician Maintenance II	23.97
23183 - Electronics Technician Maintenance III	27.60
23260 - Fabric Worker	20.80
23290 - Fire Alarm System Mechanic	23.50
23310 - Fire Extinguisher Repairer	19.48
23311 - Fuel Distribution System Mechanic	27.67
23312 - Fuel Distribution System Operator	21.35
23370 - General Maintenance Worker	19.20
23380 - Ground Support Equipment Mechanic	25.55
23381 - Ground Support Equipment Servicer	21.08
23382 - Ground Support Equipment Worker	21.88
23391 - Gunsmith I	19.48
23392 - Gunsmith II	22.16
23393 - Gunsmith III	24.85
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.57
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.46



23430 - Heavy Equipment Mechanic	28.70
23440 - Heavy Equipment Operator	28.86
23460 - Instrument Mechanic	24.17
23465 - Laboratory/Shelter Mechanic	23.51
23470 - Laborer	12.27
23510 - Locksmith	20.96
23530 - Machinery Maintenance Mechanic	24.66
23550 - Machinist, Maintenance	20.86
23580 - Maintenance Trades Helper	16.57
23591 - Metrology Technician I	24.17
23592 - Metrology Technician II	25.25
23593 - Metrology Technician III	30.26
23640 - Millwright	29.26
23710 - Office Appliance Repairer	21.74
23760 - Painter, Maintenance	21.93
23790 - Pipefitter, Maintenance	24.76
23810 - Plumber, Maintenance	23.93
23820 - Pneudraulic Systems Mechanic	24.85
23850 - Rigger	23.07
23870 - Scale Mechanic	21.03
23890 - Sheet-Metal Worker, Maintenance	23.06
23910 - Small Engine Mechanic	21.12
23931 - Telecommunications Mechanic I	26.33
23932 - Telecommunications Mechanic II	27.33
23950 - Telephone Lineman	26.11
23960 - Welder, Combination, Maintenance	23.82
23965 - Well Driller	24.96
23970 - Woodcraft Worker	24.85
23980 - Woodworker	18.60
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.87
24580 - Child Care Center Clerk	19.94
24610 - Chore Aide	10.20
24620 - Family Readiness And Support Services Coordinator	17.12
24630 - Homemaker	20.77
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.02
25040 - Sewage Plant Operator	26.45
25070 - Stationary Engineer	27.02
25190 - Ventilation Equipment Tender	19.72
25210 - Water Treatment Plant Operator	26.45
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.53
27007 - Baggage Inspector	13.86
27008 - Corrections Officer	29.73
27010 - Court Security Officer	31.17
27030 - Detection Dog Handler	23.51
27040 - Detention Officer	29.73
27070 - Firefighter	27.18
27101 - Guard I	13.86
27102 - Guard II	23.51
27131 - Police Officer I	35.16
27132 - Police Officer II	39.06
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.20
28042 - Carnival Equipment Repairer	16.19
28043 - Carnival Equipment Worker	10.89
28210 - Gate Attendant/Gate Tender	15.62
28310 - Lifeguard	13.53
28350 - Park Attendant (Aide)	17.38

28510 - Recreation Aide/Health Facility Attendant	12.67
28515 - Recreation Specialist	21.52
28630 - Sports Official	13.84
28690 - Swimming Pool Operator	17.11
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.99
29020 - Hatch Tender	28.99
29030 - Line Handler	28.99
29041 - Stevedore I	27.21
29042 - Stevedore II	30.76
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.91
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.55
30021 - Archeological Technician I	20.59
30022 - Archeological Technician II	22.84
30023 - Archeological Technician III	28.30
30030 - Cartographic Technician	28.30
30040 - Civil Engineering Technician	25.89
30061 - Drafter/CAD Operator I	20.42
30062 - Drafter/CAD Operator II	22.84
30063 - Drafter/CAD Operator III	25.47
30064 - Drafter/CAD Operator IV	31.34
30081 - Engineering Technician I	18.88
30082 - Engineering Technician II	21.19
30083 - Engineering Technician III	23.70
30084 - Engineering Technician IV	29.36
30085 - Engineering Technician V	35.91
30086 - Engineering Technician VI	43.45
30090 - Environmental Technician	22.65
30210 - Laboratory Technician	21.62
30240 - Mathematical Technician	27.79
30361 - Paralegal/Legal Assistant I	21.72
30362 - Paralegal/Legal Assistant II	26.91
30363 - Paralegal/Legal Assistant III	32.91
30364 - Paralegal/Legal Assistant IV	39.82
30390 - Photo-Optics Technician	28.30
30461 - Technical Writer I	23.46
30462 - Technical Writer II	28.69
30463 - Technical Writer III	34.71
30491 - Unexploded Ordnance (UXO) Technician I	24.73
30492 - Unexploded Ordnance (UXO) Technician II	29.92
30493 - Unexploded Ordnance (UXO) Technician III	35.87
30494 - Unexploded (UXO) Safety Escort	24.73
30495 - Unexploded (UXO) Sweep Personnel	24.73
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.47
Surface Programs	
30621 - Weather Observer, Senior (see 2)	28.30
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.37
31030 - Bus Driver	17.56
31043 - Driver Courier	13.59
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	14.66
31310 - Taxi Driver	12.33
31361 - Truckdriver, Light	14.66
31362 - Truckdriver, Medium	18.11
31363 - Truckdriver, Heavy	20.85
31364 - Truckdriver, Tractor-Trailer	20.85
99000 - Miscellaneous Occupations	
99030 - Cashier	12.02

99050 - Desk Clerk	10.60
99095 - Embalmer	21.58
99251 - Laboratory Animal Caretaker I	13.87
99252 - Laboratory Animal Caretaker II	14.55
99310 - Mortician	23.74
99410 - Pest Controller	14.26
99510 - Photofinishing Worker	16.54
99710 - Recycling Laborer	19.84
99711 - Recycling Specialist	24.10
99730 - Refuse Collector	18.98
99810 - Sales Clerk	13.18
99820 - School Crossing Guard	11.77
99830 - Survey Party Chief	28.85
99831 - Surveying Aide	18.84
99832 - Surveying Technician	26.23
99840 - Vending Machine Attendant	14.19
99841 - Vending Machine Repairer	16.89
99842 - Vending Machine Repairer Helper	14.09

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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 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.



2 AMENDMENT/MODIFICATION NO. 3 EFFECTIVE DATE 4 REQUISITION/PURCHASE REQ NO. 5 PROJECT NO. (if applicable)  
 P00021 See Block 16C  
 6 ISSUED BY CODE ICE/DM/DC-LAGUNA 7 ADMINISTERED BY (if other than item 6) CODE ICE/DM/DC-LAGUNA

ICE/Detent Mngt/Detent Contract-LAG Immigration & Customs Enforcement OAQ Detention Management Laguna 24000 Avila Road, (b)(6),(b)(7)(C) Laguna Niguel CA 92677  
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6),(b)(7)(C) Attn: (b)(6),(b)(7)(C) Laguna Niguel CA 92677

8 NAME AND ADDRESS OF CONTRACTOR (No. , street, county, State and ZIP Code)  
 ASSET PROTECTION SECURITY SERVICES LP  
 5502 BURNHAM DRIVE  
 CORPUS CHRISTI TX 784135129  
 9A AMENDMENT OF SOLICITATION NO  
 9B DATED (SEE ITEM 11)  
 X 10A MODIFICATION OF CONTRACT/ORDER NO  
 HSCEDM-09-D-00001  
 10B DATED (SEE ITEM 13)  
 05/22/2009  
 CODE 009741828000 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 Unilateral Modification / FAR 52.217-8 Option to Extend Services

E. IMPORTANT: Contractor X 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: 009741828  
 Finance POC: (b)(6),(b)(7)(C) 619-550 (b)(6),(7)(C)  
 Program POC: (b)(6),(b)(7)(C) 760-336-(b)(6)

The purpose of this modification is to extend the period of performance through September 30, 2014, under CLIN 6001 through 6003 and exercising one-month option. Also, incorporating the Department of Labor Wage Rate Determination No.: 2005-2057, Revision No.: 15, Date of Revision: 07/25/2014, which is attached to this modification.

Exempt Action: N  
 Discount Terms:  
 Net 30  
 Continued ...

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

15A NAME AND TITLE OF SIGNER (Type or print) 15B CONTRACTOR/OFFEROR 15C DATE SIGNED 15A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 16C DATE SIGNED  
 (b)(6),(b)(7)(C)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEDM-09-D-00001/P00021

PAGE OF  
2 3

NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination Period of Performance: 07/01/2009 to 09/30/2014  Change Item 6001 to read as follows (amount shown is the obligated amount):  DETENTION & FOOD SERVICES IAW THE PERFORMANCE WORK STATEMENT:  Estimated 544 bed capacity at the El Centro SPC. The Government's minimum quantity is 272 beds per day multiplied by 30 days equals to 8,160 DA. The Government's maximum quantity during the Base Period is 198,560 DA. This is a fully burdened bed day rate. Unit of issue DA is equivalent to bed day.  Change Item 6001A to read as follows (amount shown is the obligated amount):				
6001					
6001A	Bed-day rate for the minimum quantity of 1 - 272  Change Item 6001B to read as follows (amount shown is the obligated amount):	8160	DA	307.48	2,509,036.80
6001B	Bed-day rate for quantities in excess of 272  Change Item 6002 to read as follows (amount shown is the obligated amount):	8160	DA	0.00	0.00
6002	TRANSPORTATION SERVICES IAW THE PERFORMANCE WORK STATEMENT:  Change Item 6002A to read as follows (amount shown is the obligated amount):				
6002A	Estimated Transportation Services Using Vendor Vehicles. Fully Burdened Labor Hours.  Change Item 6002AA to read as follows (amount shown is the obligated amount):	13500	HR	57.59	
6002AA	Estimated Transportation Services Using GFE Vehicles. Fully Burdened Labor Hours.  Change Item 6002B to read as follows (amount shown is the obligated amount): Continued ...	833	HR	51.98	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEDM-09-D-00001/P00021

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3 3

NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
6002B	Mileage Rate (b)(7) Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile.  Change Item 6002C to read as follows(amount shown is the obligated amount):	16875	DH	0.57	
6002C	Mileage Rate (b)(7)(E) Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile.  Change Item 6002D to read as follows(amount shown is the obligated amount):	20625	DH	0.57	
6002D	Estimated Travel Cost inclusive of Lodging, Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of \$30,000.00 per year. Unit of Issue LO is equivalent to Lot.  Change Item 6002E to read as follows(amount shown is the obligated amount):	1	LO	0.00	
6002E	OVERTIME - no longer used.  Change Item 6003 to read as follows(amount shown is the obligated amount):	1	HR	1.00	
6003	Detainee Volunteer Wages for the Detainee Work Program at \$1.00 per day per detainee. Reimbursement for this line item will be at actual cost of \$1.00 per day per detainee. The Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue DA is equivalent to Day. All other terms and conditions remain the same.	8160	DA	1.00	



WD 05-2057 (Rev.-15) was first posted on www.wdol.gov on 08/05/2014

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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.: 2005-2057  
Revision No.: 15  
Date Of Revision: 07/25/2014

State: California

Area: California Counties of Imperial, San Diego

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.61
01012 - Accounting Clerk II		17.52
01013 - Accounting Clerk III		19.61
01020 - Administrative Assistant		25.04
01040 - Court Reporter		19.16
01051 - Data Entry Operator I		15.00
01052 - Data Entry Operator II		16.37
01060 - Dispatcher, Motor Vehicle		19.16
01070 - Document Preparation Clerk		14.63
01090 - Duplicating Machine Operator		14.63
01111 - General Clerk I		13.54
01112 - General Clerk II		15.34
01113 - General Clerk III		17.22
01120 - Housing Referral Assistant		20.30
01141 - Messenger Courier		12.23
01191 - Order Clerk I		14.73
01192 - Order Clerk II		16.08
01261 - Personnel Assistant (Employment) I		18.29
01262 - Personnel Assistant (Employment) II		20.67
01263 - Personnel Assistant (Employment) III		23.10
01270 - Production Control Clerk		22.89
01280 - Receptionist		13.16
01290 - Rental Clerk		16.09
01300 - Scheduler, Maintenance		17.28
01311 - Secretary I		17.28
01312 - Secretary II		18.08
01313 - Secretary III		20.30
01320 - Service Order Dispatcher		17.60
01410 - Supply Technician		24.51
01420 - Survey Worker		19.16
01531 - Travel Clerk I		13.51
01532 - Travel Clerk II		14.76
01533 - Travel Clerk III		16.21
01611 - Word Processor I		16.07
01612 - Word Processor II		18.04
01613 - Word Processor III		20.18

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.21
05010 - Automotive Electrician	22.37
05040 - Automotive Glass Installer	21.55
05070 - Automotive Worker	21.55
05110 - Mobile Equipment Servicer	19.83
05130 - Motor Equipment Metal Mechanic	23.16
05160 - Motor Equipment Metal Worker	21.55
05190 - Motor Vehicle Mechanic	22.75
05220 - Motor Vehicle Mechanic Helper	18.60
05250 - Motor Vehicle Upholstery Worker	20.75
05280 - Motor Vehicle Wrecker	21.55
05310 - Painter, Automotive	22.79
05340 - Radiator Repair Specialist	21.55
05370 - Tire Repairer	15.52
05400 - Transmission Repair Specialist	23.16
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.40
07041 - Cook I	12.84
07042 - Cook II	13.58
07070 - Dishwasher	9.46
07130 - Food Service Worker	10.31
07210 - Meat Cutter	15.71
07260 - Waiter/Waitress	9.71
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.94
09040 - Furniture Handler	14.32
09080 - Furniture Refinisher	19.94
09090 - Furniture Refinisher Helper	16.57
09110 - Furniture Repairer, Minor	18.49
09130 - Upholsterer	19.94
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.96
11060 - Elevator Operator	12.96
11090 - Gardener	17.18
11122 - Housekeeping Aide	12.96
11150 - Janitor	12.96
11210 - Laborer, Grounds Maintenance	13.92
11240 - Maid or Houseman	9.85
11260 - Pruner	13.45
11270 - Tractor Operator	14.90
11330 - Trail Maintenance Worker	13.92
11360 - Window Cleaner	14.20
12000 - Health Occupations	
12010 - Ambulance Driver	18.34
12011 - Breath Alcohol Technician	20.17
12012 - Certified Occupational Therapist Assistant	25.81
12015 - Certified Physical Therapist Assistant	27.54
12020 - Dental Assistant	17.68
12025 - Dental Hygienist	40.91
12030 - EKG Technician	26.42
12035 - Electroneurodiagnostic Technologist	26.42
12040 - Emergency Medical Technician	18.34
12071 - Licensed Practical Nurse I	19.25
12072 - Licensed Practical Nurse II	21.53
12073 - Licensed Practical Nurse III	24.01
12100 - Medical Assistant	14.37

12130 - Medical Laboratory Technician	20.67
12160 - Medical Record Clerk	15.16
12190 - Medical Record Technician	16.54
12195 - Medical Transcriptionist	19.21
12210 - Nuclear Medicine Technologist	36.75
12221 - Nursing Assistant I	10.38
12222 - Nursing Assistant II	11.67
12223 - Nursing Assistant III	12.74
12224 - Nursing Assistant IV	14.30
12235 - Optical Dispenser	21.24
12236 - Optical Technician	16.53
12250 - Pharmacy Technician	17.36
12280 - Phlebotomist	14.34
12305 - Radiologic Technologist	30.68
12311 - Registered Nurse I	29.75
12312 - Registered Nurse II	35.92
12313 - Registered Nurse II, Specialist	35.92
12314 - Registered Nurse III	42.67
12315 - Registered Nurse III, Anesthetist	42.67
12316 - Registered Nurse IV	51.14
12317 - Scheduler (Drug and Alcohol Testing)	24.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.91
13012 - Exhibits Specialist II	25.91
13013 - Exhibits Specialist III	31.68
13041 - Illustrator I	21.12
13042 - Illustrator II	26.16
13043 - Illustrator III	32.00
13047 - Librarian	28.91
13050 - Library Aide/Clerk	13.29
13054 - Library Information Technology Systems Administrator	26.11
13058 - Library Technician	17.77
13061 - Media Specialist I	18.84
13062 - Media Specialist II	21.07
13063 - Media Specialist III	23.50
13071 - Photographer I	16.33
13072 - Photographer II	18.44
13073 - Photographer III	22.63
13074 - Photographer IV	27.68
13075 - Photographer V	33.49
13110 - Video Teleconference Technician	17.71
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.02
14042 - Computer Operator II	19.04
14043 - Computer Operator III	21.22
14044 - Computer Operator IV	23.58
14045 - Computer Operator V	26.11
14071 - Computer Programmer I	(see 1) 27.62
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	17.02
14160 - Personal Computer Support Technician	23.58



15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.51
15020 - Aircrew Training Devices Instructor (Rated)	36.91
15030 - Air Crew Training Devices Instructor (Pilot)	44.25
15050 - Computer Based Training Specialist / Instructor	30.51
15060 - Educational Technologist	30.67
15070 - Flight Instructor (Pilot)	44.25
15080 - Graphic Artist	23.93
15090 - Technical Instructor	26.13
15095 - Technical Instructor/Course Developer	31.96
15110 - Test Proctor	21.83
15120 - Tutor	21.83
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.79
16030 - Counter Attendant	9.79
16040 - Dry Cleaner	12.02
16070 - Finisher, Flatwork, Machine	9.79
16090 - Presser, Hand	9.79
16110 - Presser, Machine, Drycleaning	9.79
16130 - Presser, Machine, Shirts	9.79
16160 - Presser, Machine, Wearing Apparel, Laundry	9.79
16190 - Sewing Machine Operator	12.81
16220 - Tailor	13.55
16250 - Washer, Machine	10.49
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.94
19040 - Tool And Die Maker	23.80
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.88
21030 - Material Coordinator	22.89
21040 - Material Expediter	22.89
21050 - Material Handling Laborer	13.07
21071 - Order Filler	15.33
21080 - Production Line Worker (Food Processing)	18.88
21110 - Shipping Packer	14.04
21130 - Shipping/Receiving Clerk	14.04
21140 - Store Worker I	12.48
21150 - Stock Clerk	16.40
21210 - Tools And Parts Attendant	18.88
21410 - Warehouse Specialist	18.88
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.52
23021 - Aircraft Mechanic I	25.55
23022 - Aircraft Mechanic II	26.52
23023 - Aircraft Mechanic III	27.54
23040 - Aircraft Mechanic Helper	18.88
23050 - Aircraft, Painter	22.46
23060 - Aircraft Servicer	21.08
23080 - Aircraft Worker	21.88
23110 - Appliance Mechanic	20.66
23120 - Bicycle Repairer	15.52
23125 - Cable Splicer	26.10
23130 - Carpenter, Maintenance	22.28
23140 - Carpet Layer	18.15
23160 - Electrician, Maintenance	23.07
23181 - Electronics Technician Maintenance I	22.59
23182 - Electronics Technician Maintenance II	23.97

23183 - Electronics Technician Maintenance III	27.60
23260 - Fabric Worker	20.80
23290 - Fire Alarm System Mechanic	23.50
23310 - Fire Extinguisher Repairer	19.48
23311 - Fuel Distribution System Mechanic	27.67
23312 - Fuel Distribution System Operator	21.35
23370 - General Maintenance Worker	19.20
23380 - Ground Support Equipment Mechanic	25.55
23381 - Ground Support Equipment Servicer	21.08
23382 - Ground Support Equipment Worker	21.88
23391 - Gunsmith I	19.48
23392 - Gunsmith II	22.16
23393 - Gunsmith III	24.85
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.57
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.46
23430 - Heavy Equipment Mechanic	28.70
23440 - Heavy Equipment Operator	28.86
23460 - Instrument Mechanic	24.17
23465 - Laboratory/Shelter Mechanic	23.51
23470 - Laborer	12.27
23510 - Locksmith	20.96
23530 - Machinery Maintenance Mechanic	24.66
23550 - Machinist, Maintenance	20.86
23580 - Maintenance Trades Helper	16.57
23591 - Metrology Technician I	24.17
23592 - Metrology Technician II	25.25
23593 - Metrology Technician III	30.26
23640 - Millwright	29.26
23710 - Office Appliance Repairer	21.74
23760 - Painter, Maintenance	21.93
23790 - Pipefitter, Maintenance	24.76
23810 - Plumber, Maintenance	23.93
23820 - Pneudraulic Systems Mechanic	24.85
23850 - Rigger	23.07
23870 - Scale Mechanic	21.03
23890 - Sheet-Metal Worker, Maintenance	23.06
23910 - Small Engine Mechanic	21.12
23931 - Telecommunications Mechanic I	26.33
23932 - Telecommunications Mechanic II	27.33
23950 - Telephone Lineman	26.11
23960 - Welder, Combination, Maintenance	23.82
23965 - Well Driller	24.96
23970 - Woodcraft Worker	24.85
23980 - Woodworker	18.60
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.87
24580 - Child Care Center Clerk	19.94
24610 - Chore Aide	10.20
24620 - Family Readiness And Support Services Coordinator	17.12
24630 - Homemaker	20.77
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.02
25040 - Sewage Plant Operator	26.45
25070 - Stationary Engineer	27.02

25190 - Ventilation Equipment Tender	19.72
25210 - Water Treatment Plant Operator	26.45
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.53
27007 - Baggage Inspector	13.86
27008 - Corrections Officer	29.73
27010 - Court Security Officer	31.17
27030 - Detection Dog Handler	23.51
27040 - Detention Officer	29.73
27070 - Firefighter	27.18
27101 - Guard I	13.86
27102 - Guard II	23.51
27131 - Police Officer I	35.16
27132 - Police Officer II	39.06
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.20
28042 - Carnival Equipment Repairer	16.19
28043 - Carnival Equipment Worker	10.89
28210 - Gate Attendant/Gate Tender	15.62
28310 - Lifeguard	13.53
28350 - Park Attendant (Aide)	17.38
28510 - Recreation Aide/Health Facility Attendant	12.67
28515 - Recreation Specialist	21.52
28630 - Sports Official	13.84
28690 - Swimming Pool Operator	17.11
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	28.99
29020 - Hatch Tender	28.99
29030 - Line Handler	28.99
29041 - Stevedore I	27.21
29042 - Stevedore II	30.76
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.91
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.55
30021 - Archeological Technician I	20.59
30022 - Archeological Technician II	22.84
30023 - Archeological Technician III	28.30
30030 - Cartographic Technician	28.30
30040 - Civil Engineering Technician	25.89
30061 - Drafter/CAD Operator I	20.42
30062 - Drafter/CAD Operator II	22.84
30063 - Drafter/CAD Operator III	25.47
30064 - Drafter/CAD Operator IV	31.34
30081 - Engineering Technician I	18.88
30082 - Engineering Technician II	21.19
30083 - Engineering Technician III	23.70
30084 - Engineering Technician IV	29.36
30085 - Engineering Technician V	35.91
30086 - Engineering Technician VI	43.45
30090 - Environmental Technician	22.65
30210 - Laboratory Technician	21.62
30240 - Mathematical Technician	27.79
30361 - Paralegal/Legal Assistant I	21.72
30362 - Paralegal/Legal Assistant II	26.91
30363 - Paralegal/Legal Assistant III	32.91
30364 - Paralegal/Legal Assistant IV	39.82



30390 - Photo-Optics Technician	28.30
30461 - Technical Writer I	23.46
30462 - Technical Writer II	28.69
30463 - Technical Writer III	34.71
30491 - Unexploded Ordnance (UXO) Technician I	24.73
30492 - Unexploded Ordnance (UXO) Technician II	29.92
30493 - Unexploded Ordnance (UXO) Technician III	35.87
30494 - Unexploded (UXO) Safety Escort	24.73
30495 - Unexploded (UXO) Sweep Personnel	24.73
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 25.47
30621 - Weather Observer, Senior	(see 2) 28.30
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.37
31030 - Bus Driver	17.56
31043 - Driver Courier	13.59
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	14.66
31310 - Taxi Driver	12.33
31361 - Truckdriver, Light	14.66
31362 - Truckdriver, Medium	18.11
31363 - Truckdriver, Heavy	20.85
31364 - Truckdriver, Tractor-Trailer	20.85
99000 - Miscellaneous Occupations	
99030 - Cashier	12.02
99050 - Desk Clerk	10.60
99095 - Embalmer	21.58
99251 - Laboratory Animal Caretaker I	13.87
99252 - Laboratory Animal Caretaker II	14.55
99310 - Mortician	23.74
99410 - Pest Controller	14.26
99510 - Photofinishing Worker	16.54
99710 - Recycling Laborer	19.84
99711 - Recycling Specialist	24.10
99730 - Refuse Collector	18.98
99810 - Sales Clerk	13.18
99820 - School Crossing Guard	11.77
99830 - Survey Party Chief	28.85
99831 - Surveying Aide	18.84
99832 - Surveying Technician	26.23
99840 - Vending Machine Attendant	14.19
99841 - Vending Machine Repairer	16.89
99842 - Vending Machine Repairer Helper	14.09

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 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. 0001  
 3 EFFECTIVE DATE 11/01/2010  
 4 REQUISITION/PURCHASE REQ. NO. PRO-11-L006  
 5 PROJECT NO. (If applicable)

ISSUED BY CODE ICE/DM/DC-LAGUNA  
 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-LAGUNA  
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6),(b)(7) Laguna Niguel CA 92677  
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement OAQ-Detention Management Laguna 24000 Avila Road, (b)(6),(b)(7) ATTN: (b)(6),(b)(7) (949) 425-(b)(7) Laguna Niguel CA 92677

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 ASSET PROTECTION SECURITY SERVICES LP  
 5502 BURNHAM DRIVE  
 CORPUS CHRISTI TX 784135129  
 9A. AMENDMENT OF SOLICITATION NO. (x)  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. \* HSCEDM-09-D-00003  
 10B. DATED (SEE ITEM 13) 06/01/2009  
 CODE 0097418280000 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)  
 TBD under task order

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

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

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: 009741828

Program POC: (b)(6),(b)(7) (520) 868 (b)(6),  
 Finance POC: (C) (602) 766 (b)(7)(C)

The purpose of this modification is to exercise the First Option Period under FAR clause 52.217-9 Option to Extend the Term of the Contract under contract HSCEDM-09-D-00003 for the period 11/1/2010 through 10/31/2011.

Replace Attachment 3 with new Department of Labor Wage Rate Determination No. 2005-2023, Rev 12, dated 06/15/2010, attached.  
 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)  
 CONTRACTOR/OFFEROR 15C. DATE SIGNED (b)(6),(b)(7)(C) 16C. DATE SIGNED 06-14-2010  
 (Signature of person authorized to sign)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEDM-09-D-00003/P00001

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NAME OF OFFEROR OR CONTRACTOR  
NET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>In accordance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts)(f) "The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the Contracting Officer may reasonably require."</p> <p>ALL FUNDING IS ACCOMPLISHED UNDER INDIVIDUAL TASK ORDERS.</p> <p>LIST OF CHANGES: Total Amount for this Modification: \$0.00 Date changed 11/01/2010 through 10/31/2010</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001 - Detention &amp; Food Service Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001A - Day Rate (1-374) Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 1001B - Day Rate (374&gt;) Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002 - Transportation Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002A - Labor Hours Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002B - Mileage Vehicles Exercised option</p> <p>CHANGES FOR LINE ITEM NUMBER: 1002C - Mileage Continued ...</p>				



CONTINUATION SHEET

REFERENCE NO. DOCUMENT BEING CONTINUED  
HSCEDM-09-D-00003/P00001

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NAME OF OFFEROR OR CONTRACTOR  
NET PROTECTION SECURITY SERVICES LP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Vehicles Exercised option . CHANGES FOR LINE ITEM NUMBER: 1002D - Travel Cost Exercised option . CHANGES FOR LINE ITEM NUMBER: 1002E - Overtime Exercised option . CHANGES FOR LINE ITEM NUMBER: 1003 - Detainee Wages Exercised option . FOB: Destination  Change Item 1001 to read as follows (amount shown is the obligated amount): -----  OPTION PERIOD ONE: The Period of Performance shall commence upon the expiration of the Option Period One and extend for a period of one year.</p>				
1001	<p>DETENTION &amp; FOOD SERVICES IAW THE PERFORMANCE WORK STATEMENT: Estimated 747 bed capacity at the Florence SPC. The Government's minimum quantity to be ordered via task order is 373.5 beds per day multiplied by 365 days. The Government's maximum quantity to be ordered via task order is 272,655 DA. This is a fully burdened bed day rate. Unit of Issue DA is equivalent to Bed-Day.  Change Item 1001A to read as follows (amount shown is the obligated amount):</p>				
1001A	<p>Bed-day rate for the minimum quantity of 1-374</p>	136510	DA	205.22	
	<p>Change Item 1001B to read as follows (amount shown is the obligated amount):</p>				
1001B	<p>Bed-day for quantities in excess of the minimum quantity of 374.</p>	136510	DA	0.00	
	<p>Change Item 1002 to read as follows (amount shown is the obligated amount):  Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR  
BET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002	TRANSPORTATION SERVICE IAW THE PERFORMANCE WORK STATEMENT:  Change Item 1002A to read as follows (amount shown is the obligated amount):				
1002A	Estimated Labor Hours for Transportation Services. This estimate is based on fully burdened labor rates. Unit of Issue of HR is equivalent to Hour.  Change Item 1002B to read as follows (amount shown is the obligated amount):	220000	HR	36.15	
1002B	Mileage Rate (b)(7) Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile.  Change Item 1002C to read as follows (amount shown is the obligated amount):	247000	DH	0.555	
1002C	Mileage Rate (b)(7)(E) Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile.  Change Item 1002D to read as follows (amount shown is the obligated amount):	302500	DH	0.505	
1002D	Estimated Travel Cost inclusive of Lodging and Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of \$30,000.00 per year. Unit of Issue LO is equivalent to Lot.  Change Item 1002E to read as follows (amount shown is the obligated amount):	1	LO	30,000.00	
1002E	OVERTIME Continued ...	22000	HR	36.15	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HSCEDM-09-D-00003/P00001

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NAME OF OFFEROR OR CONTRACTOR  
NET PROTECTION SECURITY SERVICES LP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1003	<p>Overtime must be pre-approved by the Government and tracked by the contractor (including name of approver, hours approved, and date of approval). Overtime hours not used in any base or option period will not roll over to the next performance period. The contractor shall not exceed the amount shown without prior approval by the Contracting Officer.</p> <p>Change Item 1003 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Volunteer Wages for the Detainee Work Program at \$1.00 per day per detainee. Reimbursement for this line item will be at actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue DA is equivalent to Day.</p>	54531	DA	1.00	



WD 05-2023 (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.: 2005-2023  
Revision No.: 12  
Date Of Revision: 06/15/2010

State: Arizona

Area: Arizona Counties of Apache, Coconino, Gila, Maricopa, Navajo, Pinal, Yavapai

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.50
01012 - Accounting Clerk II		15.16
01013 - Accounting Clerk III		16.95
01020 - Administrative Assistant		25.36
01040 - Court Reporter		16.73
01051 - Data Entry Operator I		12.52
01052 - Data Entry Operator II		13.66
01060 - Dispatcher, Motor Vehicle		16.40
01070 - Document Preparation Clerk		13.55
01090 - Duplicating Machine Operator		13.55
01111 - General Clerk I		12.32
01112 - General Clerk II		13.44
01113 - General Clerk III		15.09
01120 - Housing Referral Assistant		19.35
01141 - Messenger Courier		11.42
01191 - Order Clerk I		12.32
01192 - Order Clerk II		14.86
01261 - Personnel Assistant (Employment) I		14.40
01262 - Personnel Assistant (Employment) II		16.11
01263 - Personnel Assistant (Employment) III		17.96
01270 - Production Control Clerk		19.39
01280 - Receptionist		12.58
01290 - Rental Clerk		14.19
01300 - Scheduler, Maintenance		16.08
01311 - Secretary I		16.08
01312 - Secretary II		17.50
01313 - Secretary III		19.39
01320 - Service Order Dispatcher		14.32
01410 - Supply Technician		25.36
01420 - Survey Worker		15.40
01531 - Travel Clerk I		12.59
01532 - Travel Clerk II		13.64
01533 - Travel Clerk III		14.69
01611 - Word Processor I		13.82
01612 - Word Processor II		15.78
01613 - Word Processor III		17.54
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		20.34
05010 - Automotive Electrician		20.30
05040 - Automotive Glass Installer		19.42
05070 - Automotive Worker		19.42
05110 - Mobile Equipment Servicer		16.62

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05130 - Motor Equipment Metal Mechanic	22.69
05160 - Motor Equipment Metal Worker	19.62
05190 - Motor Vehicle Mechanic	21.59
05220 - Motor Vehicle Mechanic Helper	15.12
05250 - Motor Vehicle Upholstery Worker	18.14
05280 - Motor Vehicle Wrecker	19.62
05310 - Painter, Automotive	22.12
05340 - Radiator Repair Specialist	19.58
05370 - Tire Repairer	14.21
05400 - Transmission Repair Specialist	21.59
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.36
07041 - Cook I	10.50
07042 - Cook II	11.67
07070 - Dishwasher	8.17
07130 - Food Service Worker	10.17
07210 - Meat Cutter	16.58
07260 - Waiter/waitress	8.86
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.50
09040 - Furniture Handler	10.88
09080 - Furniture Refinisher	16.50
09090 - Furniture Refinisher Helper	12.16
09110 - Furniture Repairer, Minor	14.59
09130 - Upholsterer	16.50
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.31
11060 - Elevator Operator	9.31
11090 - Gardener	12.96
11122 - Housekeeping Aide	10.90
11150 - Janitor	11.10
11210 - Laborer, Grounds Maintenance	10.31
11240 - Maid or Houseman	8.86
11260 - Pruner	10.14
11270 - Tractor Operator	11.82
11330 - Trail Maintenance Worker	10.31
11360 - Window Cleaner	12.00
12000 - Health Occupations	
12010 - Ambulance Driver	13.06
12011 - Breath Alcohol Technician	17.86
12012 - Certified Occupational Therapist Assistant	22.54
12015 - Certified Physical Therapist Assistant	18.63
12020 - Dental Assistant	15.99
12025 - Dental Hygienist	34.70
12030 - EKG Technician	21.08
12035 - Electroneurodiagnostic Technologist	21.08
12040 - Emergency Medical Technician	13.06
12071 - Licensed Practical Nurse I	15.97
12072 - Licensed Practical Nurse II	17.86
12073 - Licensed Practical Nurse III	19.92
12100 - Medical Assistant	14.05
12130 - Medical Laboratory Technician	17.83
12160 - Medical Record Clerk	12.75
12190 - Medical Record Technician	15.57
12195 - Medical Transcriptionist	16.33
12210 - Nuclear Medicine Technologist	32.42
12221 - Nursing Assistant I	10.15
12222 - Nursing Assistant II	11.41
12223 - Nursing Assistant III	12.45
12224 - Nursing Assistant IV	13.98
12235 - Optical Dispenser	15.28
12236 - Optical Technician	14.85
12250 - Pharmacy Technician	13.97

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12280 - Phlebotomist	13.98
12305 - Radiologic Technologist	24.08
12311 - Registered Nurse I	25.71
12312 - Registered Nurse II	31.46
12313 - Registered Nurse II, Specialist	31.46
12314 - Registered Nurse III	38.06
12315 - Registered Nurse III, Anesthetist	38.06
12316 - Registered Nurse IV	46.63
12317 - Scheduler (Drug and Alcohol Testing)	22.13
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	15.53
13012 - Exhibits Specialist II	19.16
13013 - Exhibits Specialist III	23.37
13041 - Illustrator I	18.79
13042 - Illustrator II	23.18
13043 - Illustrator III	28.27
13047 - Librarian	21.94
13050 - Library Aide/Clerk	12.91
13054 - Library Information Technology Systems Administrator	20.92
13058 - Library Technician	14.08
13061 - Media Specialist I	14.29
13062 - Media Specialist II	15.99
13063 - Media Specialist III	17.83
13071 - Photographer I	14.99
13072 - Photographer II	17.27
13073 - Photographer III	21.32
13074 - Photographer IV	26.01
13075 - Photographer V	31.55
13110 - Video Teleconference Technician	15.16
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.04
14042 - Computer Operator II	17.51
14043 - Computer Operator III	20.13
14044 - Computer Operator IV	22.75
14045 - Computer Operator V	24.82
14071 - Computer Programmer I	(see 1)
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	15.04
14160 - Personal Computer Support Technician	22.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.46
15020 - Aircrew Training Devices Instructor (Rated)	36.56
15030 - Air Crew Training Devices Instructor (Pilot)	40.22
15050 - Computer Based Training Specialist / Instructor	29.46
15060 - Educational Technologist	21.09
15070 - Flight Instructor (Pilot)	40.22
15080 - Graphic Artist	21.19
15090 - Technical Instructor	19.54
15095 - Technical Instructor/Course Developer	23.90
15110 - Test Proctor	15.77
15120 - Tutor	15.77
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.59
16030 - Counter Attendant	8.59
16040 - Dry Cleaner	10.74
16070 - Finisher, Flatwork, Machine	8.59
16090 - Presser, Hand	8.59



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16110 - Presser, Machine, Drycleaning	8.59
16130 - Presser, Machine, Shirts	8.59
16160 - Presser, Machine, Wearing Apparel, Laundry	8.59
16190 - Sewing Machine Operator	11.43
16220 - Tailor	12.15
16250 - Washer, Machine	9.35
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.74
19040 - Tool And Die Maker	22.78
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.52
21030 - Material Coordinator	19.39
21040 - Material Expediter	19.39
21050 - Material Handling Laborer	11.91
21071 - Order Filler	12.24
21080 - Production Line Worker (Food Processing)	13.52
21110 - Shipping Packer	14.52
21130 - Shipping/Receiving Clerk	14.52
21140 - Store Worker I	8.97
21150 - Stock Clerk	14.13
21210 - Tools And Parts Attendant	14.00
21410 - Warehouse Specialist	14.00
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.63
23021 - Aircraft Mechanic I	25.32
23022 - Aircraft Mechanic II	26.63
23023 - Aircraft Mechanic III	27.96
23040 - Aircraft Mechanic Helper	17.73
23050 - Aircraft, Painter	24.05
23060 - Aircraft Servicer	21.26
23080 - Aircraft Worker	22.78
23110 - Appliance Mechanic	18.79
23120 - Bicycle Repairer	12.92
23125 - Cable Splicer	26.60
23130 - Carpenter, Maintenance	16.50
23140 - Carpet Layer	15.63
23160 - Electrician, Maintenance	19.99
23181 - Electronics Technician Maintenance I	16.36
23182 - Electronics Technician Maintenance II	23.29
23183 - Electronics Technician Maintenance III	25.37
23260 - Fabric Worker	14.70
23290 - Fire Alarm System Mechanic	19.80
23310 - Fire Extinguisher Repairer	15.11
23311 - Fuel Distribution System Mechanic	27.13
23312 - Fuel Distribution System Operator	18.82
23370 - General Maintenance Worker	15.89
23380 - Ground Support Equipment Mechanic	25.32
23381 - Ground Support Equipment Servicer	21.26
23382 - Ground Support Equipment Worker	22.78
23391 - Gunsmith I	15.11
23392 - Gunsmith II	18.08
23393 - Gunsmith III	21.02
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.76
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.60
23430 - Heavy Equipment Mechanic	21.20
23440 - Heavy Equipment Operator	20.05
23460 - Instrument Mechanic	24.18
23465 - Laboratory/Shelter Mechanic	19.55
23470 - Laborer	10.98
23510 - Locksmith	18.84
23530 - Machinery Maintenance Mechanic	23.40

23550 - Machinist, Maintenance	17.73
23580 - Maintenance Trades Helper	12.40
23591 - Metrology Technician I	24.18
23592 - Metrology Technician II	25.25
23593 - Metrology Technician III	26.51
23640 - Millwright	23.72
23710 - Office Appliance Repairer	19.75
23760 - Painter, Maintenance	16.50
23790 - Pipefitter, Maintenance	19.11
23810 - Plumber, Maintenance	18.15
23820 - Pneudraulic Systems Mechanic	21.02
23850 - Rigger	21.02
23870 - Scale Mechanic	18.08
23890 - Sheet-Metal Worker, Maintenance	17.37
23910 - Small Engine Mechanic	15.63
23931 - Telecommunications Mechanic I	22.60
23932 - Telecommunications Mechanic II	26.99
23950 - Telephone Lineman	18.23
23960 - Welder, Combination, Maintenance	17.37
23965 - Well Driller	20.42
23970 - Woodcraft Worker	20.87
23980 - Woodworker	13.37
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	16.79
24610 - Chore Aide	10.44
24620 - Family Readiness And Support Services Coordinator	15.56
24630 - Homemaker	18.38
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.78
25040 - Sewage Plant Operator	22.15
25070 - Stationary Engineer	23.78
25190 - Ventilation Equipment Tender	14.81
25210 - Water Treatment Plant Operator	22.15
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.73
27007 - Baggage Inspector	10.93
27008 - Corrections Officer	19.77
27010 - Court Security Officer	20.49
27030 - Detection Dog Handler	17.74
27040 - Detention Officer	19.77
27070 - Firefighter	21.80
27101 - Guard I	10.93
27102 - Guard II	16.13
27131 - Police Officer I	25.69
27132 - Police Officer II	28.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.96
28042 - Carnival Equipment Repairer	14.20
28043 - Carnival Equipment Worker	9.26
28210 - Gate Attendant/Gate Tender	14.00
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	15.66
28510 - Recreation Aide/Health Facility Attendant	11.54
28515 - Recreation Specialist	16.35
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	19.72
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.45
29020 - Hatch Tender	19.45
29030 - Line Handler	19.45
29041 - Stevedore I	17.16

29042 - Stevedore II	21.45
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.15
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.24
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	26.69
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.58
30023 - Archeological Technician III	24.25
30030 - Cartographic Technician	24.59
30040 - Civil Engineering Technician	21.56
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.84
30063 - Drafter/CAD Operator III	22.12
30064 - Drafter/CAD Operator IV	24.87
30081 - Engineering Technician I	15.61
30082 - Engineering Technician II	17.26
30083 - Engineering Technician III	21.48
30084 - Engineering Technician IV	25.33
30085 - Engineering Technician V	27.52
30086 - Engineering Technician VI	31.49
30090 - Environmental Technician	20.49
30210 - Laboratory Technician	21.24
30240 - Mathematical Technician	24.69
30361 - Paralegal/Legal Assistant I	21.19
30362 - Paralegal/Legal Assistant II	25.09
30363 - Paralegal/Legal Assistant III	30.61
30364 - Paralegal/Legal Assistant IV	37.15
30390 - Photo-Optics Technician	24.69
30461 - Technical Writer I	22.49
30462 - Technical Writer II	27.51
30463 - Technical Writer III	29.36
30491 - Unexploded Ordnance (UXO) Technician I	22.34
30492 - Unexploded Ordnance (UXO) Technician II	27.03
30493 - Unexploded Ordnance (UXO) Technician III	32.40
30494 - Unexploded (UXO) Safety Escort	22.34
30495 - Unexploded (UXO) Sweep Personnel	22.34
30620 - Weather Observer, Combined Upper Air Or (see 2)	21.60
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.69
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.17
31030 - Bus Driver	17.45
31043 - Driver Courier	13.15
31260 - Parking and Lot Attendant	9.64
31290 - Shuttle Bus Driver	14.97
31310 - Taxi Driver	10.19
31361 - Truckdriver, Light	14.97
31362 - Truckdriver, Medium	18.71
31363 - Truckdriver, Heavy	19.17
31364 - Truckdriver, Tractor-Trailer	19.17
99000 - Miscellaneous Occupations	
99030 - Cashier	11.86
99050 - Desk Clerk	10.01
99095 - Embalmer	24.27
99251 - Laboratory Animal Caretaker I	10.57
99252 - Laboratory Animal Caretaker II	13.33
99310 - Mortician	28.19
99410 - Pest Controller	13.19
99510 - Photofinishing Worker	13.44
99710 - Recycling Laborer	16.50
99711 - Recycling Specialist	21.19
99730 - Refuse Collector	15.72
99810 - Sales Clerk	12.38



99820 - School Crossing Guard	8.01
99830 - Survey Party Chief	24.76
99831 - Surveying Aide	14.92
99832 - Surveying Technician	21.02
99840 - Vending Machine Attendant	14.89
99841 - Vending Machine Repairer	18.88
99842 - Vending Machine Repairer Helper	14.89

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.



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 6
2 AMENDMENT/MODIFICATION NO. P00022	3 EFFECTIVE DATE 11/01/2014	4 REQUISITION/PURCHASE REQ NO PRO-15-L0004	5 PROJECT NO (if applicable)
6 ISSUED BY ICE/DM/DC-LAGUNA	7 ADMINISTERED BY (if other than item 4) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6),(b)(7)(C) ATTN: (b)(6),(b)(7)(C) (949) 360-(b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	
8 NAME AND ADDRESS OF CONTRACTOR (No street county, State and ZIP Code) ASSET PROTECTION SECURITY SERVICES LP 5502 BURNHAM DRIVE CORPUS CHRISTI TX 784135129		(x) 9A AMENDMENT OF SOLICITATION NO 9B DATED (SEE ITEM 11)	
		x 10A MODIFICATION OF CONTRACT/ORDER NO ESCEDH-09-D-00003	
		10B DATED (SEE ITEM 13) 06/01/2009	
CODE 0097418280000	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 CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF _____
X	D OTHER (Specify type of modification and authority) Bilateral, FAR 52.222-4) Fair Labor Standards Act - Price Adjustment (Multiple Year and Option Contracts)

E. IMPORTANT: Contractor is not 'x' 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: 009741828

Program POC: (b)(6),(b)(7)(C) (520) 868 (b)(6)

(b)(6),(b)(7)(C)

Finance POC: (b)(6),(b)(7)(C) (602) 766-

(b)(6),(b)(7)(C)

The purpose of this modification is to do the following:

(1) Incorporate the Equitable Adjustment negotiated between the parties in accordance with FAR 52.222-4) Fair Labor Standard Act-Price Adjustment (Multiple Year and Option Contracts) as a result of the Department of Labor Wage Determination 2005-2013, Revision 18. The increase applies to Line Items 4001A and 4004 of the contract per. od of 11/1/2014 through 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

(b)(6),(b)(7)(C)	VP	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6),(b)(7)(C)
	10C DATE SIGNED 11/14/14	10C DATE SIGNED 11/14/14

NSN 7540-01-152-6070  
Previous edition unusable

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

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NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>4/30/2015.</p> <p>(A) CLIN 4001A Bed Day Rate 1-374. Pricing has increased from \$222.00 to \$222.05.</p> <p>(B) CLIN 4004 Administrative functions. Pricing has increased from \$17,644.90 to \$17,826.90.</p> <p>(2) Update CLINS 4001A, 4001B, 4002A, 4002B, 4002C, 4002D, and 4004 to reflect an additional 6 months of quantity.</p> <p>(3) Reduce the transportation staff from 82 to 60 transportation officers effective 11/08/2014.</p> <p>Attachment: REA Final Exempt Action: Y LIST OF CHANGES: Reason for Modification : Other Administrative Action New Total Amount for this Award: \$232,807,553.21</p> <p>CHANGES FOR LINE ITEM NUMBER: 4001A Quantity changed from 136510 to 204204 Unit Price changed from \$222.00000 to \$222.05000 Total Amount changed from \$30,305,220.00 to \$45,343,498.20</p> <p>CHANGES FOR LINE ITEM NUMBER: 4001B Quantity changed from 136510 to 204204</p> <p>CHANGES FOR LINE ITEM NUMBER: 4002A Quantity changed from 220000 to 233840 Total Amount changed from \$12,672,000.00 to \$13,469,184.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 4002B Quantity changed from 375000 to 562500 Total Amount changed from \$213,750.00 to \$320,625.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 4002C Quantity changed from 302500 to 453750 Total Amount changed from \$172,425.00 to \$258,637.50</p> <p>CHANGES FOR LINE ITEM NUMBER: 4002D Description changed from Estimated Travel Cost inclusive of Lodging and Meals &amp; Incidental Expenses (MI&amp;E) for Detention Officers exceeding Continued ...</p>				

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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)
	<p>the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of \$30,000.00 per year. Unit of Issue LO is equivalent to Lot. to Estimated Travel Cost inclusive of Lodging and Meals &amp; Incidental Expenses (MI&amp;E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of \$45,000.00 per year and a half. Unit of Issue LO is equivalent to Lot. Unit Price changed from \$30000.00000 to \$45000.00000 Total Amount changed from \$30,000.00 to \$45,000.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 4004 Quantity changed from 3 to 9 Unit Price changed from \$17644.90000 to \$17826.90000 Total Amount changed from \$52,934.70 to \$160,442.10 FOB: Destination</p> <p>Change Item 4001 to read as follows (amount shown is the obligated amount):</p>				
4001	<p>DETENTION &amp; FOOD SERVICES IAW THE PERFORMANCE WORK STATEMENT: Estimated 747 bed capacity at the Florence SPC. The Government's minimum quantity to be ordered via task order is 373.5 beds per day multiplied by 365 days. The Government's maximum quantity to be ordered via task order is 272,655 DA. This is a fully burdened bed day rate. Unit of Issue DA is equivalent to Bed-Day. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Discount Terms: .5% 20 Net 30</p> <p>Change Item 4001A to read as follows (amount shown Continued ...</p>		DA	0.00	



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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)
	is the obligated amount):				
4001A	Bed-day rate for the minimum quantity of 1-374 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Discount Terms: Net 30	67694	DA	222.05	
	Change Item 4001B to read as follows (amount shown is the obligated amount):				
4001B	Bed-day for quantities in excess of the minimum quantity of 374. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Discount Terms: .5% 20 Net 30	67694	DA	0.00	
	Change Item 4002 to read as follows (amount shown is the obligated amount):				
4002	TRANSPORTATION SERVICE IN IAW PERFORMANCE WORK STATEMENT. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Discount Terms: .5% 20 Net 30				
	Change Item 4002A to read as follows (amount shown is the obligated amount):				
4002A	Estimated Labor Hours for Transportation Services. This estimate is based on fully burdened labor rates. Unit of Issue of HR is equivalent to Hour. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Discount Terms: Net 30	13840	HR	57.60	
	Change Item 4002B to read as follows (amount shown is the obligated amount):				
4002B	Mileage Rate (b)(7) Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile. Continued ...	562500	DH	0.57	320,625.00

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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)
	<p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Discount Terms: Net 30</p> <p>Change Item 4002C to read as follows (amount shown is the obligated amount):</p>				
4002C	<p>Mileage Rate (b)(7)(E) Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Discount Terms: Net 30</p> <p>Change Item 4002D to read as follows (amount shown is the obligated amount):</p>	151250	DH	0.57	
4002D	<p>Estimated Travel Cost inclusive of Lodging and Meals &amp; Incidental Expenses (MI&amp;E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Contractor shall not exceed amount shown without prior approval by the Contracting Officer. This is a Not-To-Exceed of \$45,000.00 per year and a half. Unit of Issue LO is equivalent to Lot. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Discount Terms: .5% 20 Net 30</p> <p>Change Item 4003 to read as follows (amount shown is the obligated amount):</p>	1	LO	45,000.00	
4003	<p>Detainee Volunteer Wages for the Detainee Work Program at \$1.00 per day per detainee. Reimbursement for this line item will be at actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue DA is equivalent to Day. Product/Service Code: S206 Continued ...</p>	54531	DA	1.00	

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NAME OF OFFEROR OR CONTRACTOR  
 ASSET PROTECTION SECURITY SERVICES LP

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4004	<p>Product/Service Description: HOUSEKEEPING- GUARD                      Discount Terms:                          .5% 20 Net 30</p> <p>Change Item 4004 to read as follows (amount shown is the obligated amount):</p> <p>The contractor shall perform the following administrative functions:</p> <ul style="list-style-type: none"> <li>• Delivery of detainee mail back and forth from Florence and Eloy to Phoenix. A Government Owned Vehicle will be made available to deliver and retrieve continued detention letters, Post Order Custody Reviews, release letters, correspondence for detainee representatives etc., to the Phoenix Field Office on a daily basis.</li> <li>• Delivery and retrieval of detainee travel documents from the Honduran, El Salvadorian, and Guatemalan Consulates located in Tucson, and Nogales, Arizona.</li> <li>• Clerical duties, to include working with consulates on a daily basis with the issuance of travel documents. Retrieval and distribution of conviction documents from city, county, state and Federal courts.</li> <li>• Clerical duties in the A-file room to ensure all files are immediately available, to include court files, files for Office of Chief Counsel, and Asylum Officers. Facilitation of the transportation of detainees for asylum interviews, to include preparation and distribution of transportation manifests. Retrieval, sorting and distribution of incoming official detainee correspondence (i.e. from attorneys, the courts, requests to speak with officers, litigation etc.)</li> </ul> <p>Product/Service Code: S206                      Product/Service Description: HOUSEKEEPING- GUARD                      Discount Terms:                          Net 30</p>	6	MO	17,826.90	



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   5
2. AMENDMENT/MODIFICATION NO P00023	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ NO PRO-15-L013	5. PROJECT NO (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b)(6),(b)(7) ATTN: (b)(6),(b)(7)(C) (949) 360-3190 Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement OAQ-Detention Management Laguna 24000 Avila Road, (b)(6),(b)(7) ATTN: (b)(6),(b)(7)(C) 949) 360 (b)(6), (b)(7) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ASSET PROTECTION SECURITY SERVICES LP 5502 BURNHAM DRIVE CORPUS CHRISTI TX 784135129		(x) 9A. AMENDMENT OF SOLICITATION NO	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO HSCEM-09-D-00003	
		10B. DATED (SEE ITEM 13) 06/01/2009	
CODE 0097418280000	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	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: 009741828  
INVOICE COR  
COR: (b)(6),(b)(7)(C)  
COR Email: (b)(6),(b)(7)(C)  
COR Phone Number: (520) 868-(b)(6)

The purpose of this modification is to do the following:

(1) Update CLIN 4004 to include the following statement, "Furnish satellite television services for multiple televisions located throughout the Florence Detention Center".

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)	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	(b)(6),(b)(7)(C)
	15C. DATE SIGNED 12/1/14	

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NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(2) Update CLIN 4004 to include the monthly cost for satellite television services effective 12/1/2014. Monthly rate was adjusted \$705.49 from \$17826.90 to \$18,532.39.</p> <p>(3) Add CLIN 4004B for satellite television services startup cost.</p> <p>(4) Incorporate the attached satellite television service scope of work dated November 12, 2014.</p> <p>(5) Update CLIN 4003 to reflect an additional 6 months of quantity. This adjustment was inadvertently left off of P00022 and is being corrected now.</p> <p>Exempt Action: Y LIST OF CHANGES: Reason for Modification : Other Administrative Action Total Amount for this Modification: \$34,760.41 New Total Amount for this Award: \$232,842,313.62</p> <p>CHANGES FOR LINE ITEM NUMBER: 4003 Quantity changed from 54531 to 81796 Total Amount changed from \$54,531.00 to \$81,796.00</p> <p>CHANGES FOR LINE ITEM NUMBER: 4004 Description changed from The contractor shall perform the following administrative functions:</p> <ul style="list-style-type: none"> <li>• Delivery of detainee mail back and forth from Florence and Eloy to Phoenix. A Government Owned Vehicle will be made available to deliver and retrieve continued detention letters, Post Order Custody Reviews, release letters, correspondence for detainee representatives etc., to the Phoenix Field Office on a daily basis.</li> <li>• Delivery and retrieval of detainee travel documents from the Honduran, El Salvadorian, and Guatemalan Consulates located in Tucson, and Nogales, Arizona.</li> <li>• Clerical duties, to include working with consulates on a daily basis with the issuance of travel documents. Retrieval and distribution of conviction documents from city, county, state and Federal courts.</li> <li>• Clerical duties in the A-file room to ensure all files are immediately available, to include court files, files for Office of Chief Counsel, Continued ...</li> </ul>				

NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>and Asylum Officers. Facilitation of the transportation of detainees for asylum interviews, to include preparation and distribution of transportation manifests. Retrieval, sorting and distribution of incoming official detainee correspondence (i.e. from attorneys, the courts, requests to speak with officers, litigation etc.) to The contractor shall perform the following administrative functions:</p> <ul style="list-style-type: none"> <li>• Delivery of detainee mail back and forth from Florence and Eloy to Phoenix. A Government Owned Vehicle will be made available to deliver and retrieve continued detention letters, Post Order Custody Reviews, release letters, correspondence for detainee representatives etc., to the Phoenix Field Office on a daily basis.</li> <li>• Delivery and retrieval of detainee travel documents from the Honduran, El Salvadorian, and Guatemalan Consulates located in Tucson, and Nogales, Arizona.</li> <li>• Clerical duties, to include working with consulates on a daily basis with the issuance of travel documents. Retrieval and distribution of conviction documents from city, county, state and Federal courts.</li> <li>• Clerical duties in the A-file room to ensure all files are immediately available, to include court files, files for Office of Chief Counsel, and Asylum Officers. Facilitation of the transportation of detainees for asylum interviews, to include preparation and distribution of transportation manifests. Retrieval, sorting and distribution of incoming official detainee correspondence (i.e. from attorneys, the courts, requests to speak with officers, litigation etc.)</li> <li>• Furnish satellite television services for multiple televisions located throughout the Florence Detention Center.</li> </ul> <p>Unit Price changed from \$17826.90000 to \$18532.39000 Total Amount changed from \$160,442.10 to \$166,791.51</p> <p>FOB: Destination</p> <p>Change Item 4003 to read as follows (amount shown is the obligated amount): Continued ...</p>				



NAME OF OFFEROR OR CONTRACTOR  
ASSET PROTECTION SECURITY SERVICES LP

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4003	<p>Detainee Volunteer Wages for the Detainee Work Program at \$1.00 per day per detainee. Reimbursement for this line item will be at actual cost of \$1.00 per day per detainee. Contractor shall not exceed the amount shown without prior approval by the Contracting Officer. Unit of Issue DA is equivalent to Day. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Discount Terms: .5% 20 Net 30</p> <p>Change Item 4004 to read as follows (amount shown is the obligated amount):</p>	27265	DA	1.00	
4004	<p>The contractor shall perform the following administrative functions:</p> <ul style="list-style-type: none"> <li>• Delivery of detainee mail back and forth from Florence and Eloy to Phoenix. A Government Owned Vehicle will be made available to deliver and retrieve continued detention letters, Post Order Custody Reviews, release letters, correspondence for detainee representatives etc., to the Phoenix Field Office on a daily basis.</li> <li>• Delivery and retrieval of detainee travel documents from the Honduran, El Salvadorian, and Guatemalan Consulates located in Tucson, and Nogales, Arizona.</li> <li>• Clerical duties, to include working with consulates on a daily basis with the issuance of travel documents. Retrieval and distribution of conviction documents from city, county, state and Federal courts.</li> <li>• Clerical duties in the A-file room to ensure all files are immediately available, to include court files, files for Office of Chief Counsel, and Asylum Officers. Facilitation of the transportation of detainees for asylum interviews, to include preparation and distribution of transportation manifests. Retrieval, sorting and distribution of incoming official detainee correspondence (i.e. from attorneys, the courts, requests to speak with officers, litigation etc.)</li> <li>• Furnish satellite television services for multiple televisions located throughout the Florence Detention Center.</li> </ul> <p>Continued ...</p>	9	MO	18,532.39	

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4004B	Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Discount Terms: Net 30  Add Item 4004B as follows:  START UP COSTS FOR SATELLITE TELEVISION SERVICE AT SPC - FLO Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Discount Terms: Net 30	1	EA	1,146.00	