

Office of Information Governance and Privacy

U.S. Department of Homeland Security
500 12th St., SW
Washington, D.C. 20536



U.S. Immigration
and Customs
Enforcement

April 8, 2022

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

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

Dear Ms. Stevens:

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

FOIA request 2018-ICFO-59138 seeks:

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

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

www.ice.gov

14) LaSalle, LA

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

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

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

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

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

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

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

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

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

- 1) the Berks County Residential Center, Berks County, PA;

- 2) South Texas Family Residential Center, Dilley, TX;
- 3) Hudson County Jail, Hudson County, NJ;
- 4) Stewart County, GA, (CoreCivic);
- 5) Aurora, Colorado (GEO)
- 6) Tacoma, WA (GEO)
- 7) Otay Mesa, CA (CoreCivic)
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- 12) Houston, TX (CoreCivic on Export Drive)
- 13) IAH, Secure Adult Detention Center (MTC) (Livingstone, TX)
- 14) LaSalle, LA

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

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

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

A search of the Office of Acquisitions located records that were potentially responsive to your request. For this production ICE reviewed 524 pages of potentially responsive documents. Of those 524 pages, ICE determined that 7 pages are duplicative/non-responsive; 220 pages will be released in full and the remaining 24 pages will be withheld in part pursuant to FOIA Exemptions 6, 7(C) and, 7(E) as described below. A total of 244 pages have been Bates numbered 2020-ICLI-00042 5807 through 2020-ICLI-00042 6050.

Included in this release are 11 pages that were sent out for consultation. ICE has determined that portions of the 11 pages will be withheld pursuant to FOIA Exemptions 4, 6, 7(C) and, 7(E) as described below. These pages have been Bates numbered 2020-ICLI-00042 STGi 01 through 2020-ICLI-00042 STGi 11.

Please note that 273 pages have been sent to outside agencies for consultation. Those pages will be produced after review is complete.

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

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

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

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

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

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

Sincerely,

KORRINA L STEWART
Digitally signed by
KORRINA L STEWART
Date: 2022.04.08
14:36:12 -04'00'

Korrina L. Stewart
Litigation Team Supervisor

Enclosure: 255 pages

**SECTION C – DESCRIPTION/SPECIFICATIONS FOR CONTRACTOR-OWNED,
CONTRACTOR-OPERATED DETENTION FACILITY IN THE DENVER
METROPOLITAN AREA**

I. INTRODUCTION

A. Background

The United States Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE) is responsible for the detention, health, welfare, transportation, and removal of detainees, and those subject to final order of removal from the United States. ICE houses detainees in Contract Detention Facilities (CDF) and other federal, state, local, and private facilities.

B. Mission

The mission of the Enforcement and Removal Operations (ERO) Program is the planning, management, and direction of broad programs relating to the supervision, detention, and removal of detainees who are in the United States illegally. These activities are chiefly concerned with the processing and enforcement of departure from the United States of detainees who have entered illegally or have become removable after admission.

In implementing its mission, ERO is responsible for carrying out all orders for the required departure of detainees handed down in removal proceedings, or prior thereto, and arranging for detention of detainees when such detention becomes necessary.

C. Statement of Objectives (SOO)

The Statement of Objectives (SOO) (Attachment 2) is for performance-based services and applies to designated ICE solicitations and contracts for detention, transportation, food services and medical services at the Contractor-Owned and Contractor-Operated Facility. This SOO sets forth the contract objectives and other relevant information that applies to solicitations and contracts that incorporate this SOO.

D. Performance Work Statement (PWS)

The GEO Group's proposal, Attachment 3 to the contract, constitutes the PWS. All documents are hereby incorporated into the contract.

Contract Objectives

1. A fully controlled, secured, safe, and supervised facility for DHS ICE detainees in accordance with information and guidelines contained in this contract.
2. The staffing of fully trained, knowledgeable and responsive detention officers (armed and unarmed) 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.
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.

Specific Objectives

Emergency Plans

1. The facility will have in place contingency plans to quickly and effectively respond to any emergency situations that arise and to minimize their severity.
2. Staff will be trained at least annually in emergency preparedness and implementation of the facility's emergency plans.
3. An evacuation plan will be in place in the event of a fire or other major emergency, and the plan will be locally approved in accordance with this Detention Standard and updated at least annually.
4. Events, staff responses, and command-related decisions during and immediately after emergency situations will be accurately recorded and documented.
5. Plans will include procedures for handling detainees with special needs during an emergency or evacuation.
6. The applicable content and procedures in this standard will be communicated in a language or other manner that the detainee can understand.

Environmental Health and Safety

1. Facility cleanliness and sanitation will be maintained at the highest level.
2. Compliance with all applicable safety and sanitation laws will be ensured by documented internal and external inspections and corrective action when indicated.
3. Compliance with all applicable fire safety codes and fire safety performance requirements for the facility furnishings will be ensured.
4. Flammable, poisonous, toxic, and caustic materials will be controlled and used in a safe manner.
5. Compliance with fire prevention regulations, inspection requirements, and practices, including periodic fire drills, will ensure the safety of detainees, staff, and visitors.
6. Staff will be trained and knowledgeable about procedures and responsibilities during emergency situations, including those that require evacuation, in accordance with a written plan and at least annual training.
7. The facility will have a plan for immediate release of detainees from locked areas and provisions for a back-up system.
8. A sufficient number of properly positioned emergency exits that are clear from obstruction will be distinctly and permanently marked.
9. Preventive maintenance and regular inspections will be performed to ensure timely emergency repairs or replacement to prevent dangerous and life-threatening situations.
10. Potential disease transfer will be minimized by the proper sanitization of barbering equipment and supplies.
11. Pests and vermin will be controlled and eliminated.

12. Safe potable water will be available throughout the facility.
13. Emergency lighting and life-sustaining equipment will be maintained and periodically tested.
14. Disposal of garbage and hazardous waste will be in compliance with applicable government regulations.
15. The applicable content and information in this standard will be communicated in a language or manner that the detainee can understand.

Transportation (by Land)

1. The general public, detainees, and staff will be protected from harm when detainees are transported.
2. Vehicles used for transporting detainees will be properly equipped, maintained, and operated.
3. Detainees will be transported in a safe and humane manner, under the supervision of trained and experienced staff.
4. To the extent practicable, reasonable accommodations (e.g. wheelchairs, canes) will be made for detainees with physical disabilities and impairments in accordance with security and safety needs.

Admission and Release

1. Upon admission, each detainee will be screened to ensure facility safety, security, and good order. Strip searches will only be done when articulable facts supporting the conclusion that reasonable suspicion exists. All facts should be documented on form G1025 (Record of Search).
2. Upon admission, each detainee's personal property and valuables will be checked for contraband, inventoried, receipted, and stored.
3. Each detainee's identification documents will be secured in the detainee's detention file.
4. Upon admission, each detainee will be medically screened to protect the health of the detainee and others in the facility.
5. Upon admission, each detainee will be given an opportunity to shower and be issued clean clothing, bedding, towels, and personal hygiene items.
6. Upon admission, each detainee will undergo screening interviews and complete questionnaires and other forms.
7. Each newly admitted detainee will be kept separated from the general population until classified and then housed accordingly.
8. Each newly admitted detainee will be oriented to the facility through written material on facility policies, rules, prohibited acts, and procedures and, in some facilities, by viewing an orientation video, in a language or manner he or she can understand.
9. Detainees will be released, removed, or transferred from a facility only when ICE/ERO staff have followed specified procedures and completed required forms.

10. The facility will maintain accurate records and documentation on all detainees' admission, orientation, and release.
11. Detainees will be given an opportunity to make a three minute telephone call during admission process. All calls will be logged.
12. The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

Classification System

1. The community, staff, contractors, volunteers, and detainees will be protected from harm through a formal classification process for managing and separating detainees by threat risk that is based on verifiable and documented data.
2. Each detainee will be expeditiously classified upon admission to the facility and before being admitted into general population housing.
3. Non-criminal detainees will be protected from harm by assigning detainees housing with persons of similar backgrounds and criminal history.
4. Each detainee's classification will be reviewed at regular intervals, when required by changes in the detainee's behaviour or circumstances, or upon discovery of additional, relevant information.
5. Detainees will be able to appeal their classification levels.
6. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

Contraband

1. Contraband will be identified, detected, controlled, and disposed of properly.
2. Detainee personal property that would be considered contraband within the facility will be mailed to a third party or stored until the detainee's release, unless that property is illegal or a threat to safety or security.
3. Contraband that may be evidence in connection with a violation of a criminal statute will be preserved, inventoried, controlled, and stored so as to maintain and document the chain of custody.
4. The applicable content and procedures in this standard will be communicated to the detainee in a language or manner that the detainee can understand.

Facility Security and Control

1. Essential security posts and positions will be staffed with qualified personnel.
2. Facility security and safety will be monitored and coordinated by a secure, well equipped, and continuously staffed control center.
3. The facility's perimeter will ensure that detainees remain within and that public access is denied without proper authorization.
4. Information about routine procedures, emergency situations, and unusual incidents will be continually recorded in permanent post logs and shift reports.

5. Facility safety, security and good order, including the safety, health and well-being of staff and detainees, will be enhanced through ongoing observation, supervision, and personal contact and interaction between staff and detainees.
6. Special security and control measures will consistently be applied to Special Management Unit entrances.

Funds and Personal Property

1. The security, safety and good order of each facility will be maintained through an immediate search of each newly admitted detainee's property.
2. Each detainee's funds, valuables, baggage, and personal property will be inventoried, receipted, stored and safeguarded for the duration of their detention.
3. Each detainee will be informed about what funds and property may be retained in his or her possession and about procedures to report missing or damaged property.
4. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

Hold Rooms in Detention Facilities

1. Safety, security, and comfort of detainees temporarily confined in Hold Rooms will be ensured.
2. No detainee will be confined in a Hold Room for more than twelve hours.
3. Males and females will be confined separately.
4. Minor (under 18 will be held apart from adults, except for related adults or legal guardians, provided there are no safety or security concerns with this arrangement. Please note this facility does not house minors.
5. Any detainee with disabilities, including temporary disabilities, will be housed in a manner that provides for his or her safety, comfort and security.
6. Detainees awaiting a medical visit will be seen as promptly as possible.

Key and Lock Control

1. All staff will be trained in the proper care and handling of keys and locks.
2. Keys will be controlled and accounted for.
3. Locks and locking devices will be continually inspected, maintained, and inventoried.
4. Employees will store their firearms in secure gun lockers before entering the facility.

Population Counts

1. Security, safety, and orderly facility operations will be maintained through an ongoing, effective system of population counts every shift and accountability for detainees.

Post Orders

1. Each detention officer will have current written Post Orders that specifically apply to the assigned post, with step-by-step procedures in sufficient detail to guide an officer assigned to that post for the first time.
2. Signed and dated records will be maintained to show that assigned officers acknowledged that they read and understood the Post Orders.
3. Post Orders will be formally reviewed annually and updated as needed.

Searches of Detainees

1. Detainees will live and work in a safe and orderly environment.
2. Contraband will be controlled.
3. Searches of detainees, housing, and work areas will be conducted without unnecessary force and in ways that preserve the dignity of detainees.
4. When body searches are conducted, the least intrusive practicable search method will be employed, as indicated by the type of contraband and the method of suspected introduction or concealment.
5. Pat searches of detainees and metal detector screening will be conducted routinely to control contraband.
6. A strip search will be conducted only when there is reasonable suspicion that contraband may be concealed on the person, or when there is a reasonable suspicion that a good opportunity for concealment has occurred, and when properly authorized by a supervisor.
7. A body cavity search will be conducted by designated health personnel only when authorized by the facility administrator on the basis of reasonable suspicion that contraband may be concealed in or on the detainee's person.
8. "Dry cells" will be used for contraband detection only when there is reasonable suspicion of concealment, with proper authorization, and in accordance with required procedures.
9. Contraband that may be evidence in connection with a violation of a criminal statute will be preserved, inventoried, controlled, and stored so as to maintain and document the chain of custody.
10. Canine units (in facilities that have them) may be used for contraband detection when detainees are not present, but canine use for force, intimidation, control, or searches of detainees is prohibited.
11. The applicable contents and procedures in the applicable ICE detention standard will be communicated to the detainee in a language or manner that the detainee can understand.

Sexual Abuse and Assault Prevention and Intervention

1. Sexual abuse and assault of detainees will be prevented.
2. Detainees will be informed about the facility's sexual abuse or assault prevention and intervention program.
3. Detainees will be screened to identify those likely to be sexual aggressors or sexual victims and will be housed to prevent sexual abuse or assault. Detainees who are considered likely to become victims will be placed in the least restrictive housing that is available and appropriate.
4. All allegations of sexual abuse or assault will be promptly and effectively reported and investigated. Detainees will not be punished for truthfully reporting abuse or signs of abuse observed.
5. If sexual abuse or assault of any detainee occurs, the medical, psychological, safety, and social needs of the victim will be promptly and effectively met.
6. Where possible and feasible, a victim of sexual assault will be referred under appropriate security provisions to a specialized community facility for treatment and gathering of evidence.
7. Assailants will be confined and disciplined and may be subject to criminal prosecution.
8. Sexual conduct between detainees, staff, volunteers, or contract personnel, regardless of consensual status, is prohibited and subject to administrative, disciplinary, and criminal sanctions.
9. All case records associated with claims of sexual abuse, including incident reports, investigative reports, offender information, case disposition, medical and counselling evaluation findings, and recommendations for post-release treatment and/or counselling will be retained in accordance with an established schedule.
10. For monitoring, evaluating, and assessing the effectiveness of the sexual abuse and assault prevention and intervention program, incidents of sexual abuse and assault will be specifically documented and tracked as specified in this Detention Standard (in addition to standard facility operational and disciplinary documentation of any assault).
11. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

Special Management Units

1. Each facility will have Special Management Units (SMU) with an Administrative Segregation section for detainees segregated from the general population for administrative reasons and a Disciplinary Segregation section for detainees segregated from the general population for disciplinary reasons.
2. Detainees housed in the general population, staff, contractors, volunteers, and the local community will be protected from harm by the segregation of certain detainees in SMUs.

3. Any detainee who represents an immediate, significant threat to safety, security or good order will be immediately controlled by staff, for cause, and with supervisory approval, placed in Administrative Segregation.
4. Health care personnel will be immediately informed when a detainee is admitted to an SMU to provide assessment and review as indicated by health care authority protocols.
5. A detainee will be placed in "protective custody" status in Administrative Segregation only when there is documentation that it is warranted and that no reasonable alternatives are available.
6. A detainee will be placed in Disciplinary Segregation only after a finding by a Disciplinary Hearing Panel that the detainee is guilty of a prohibited act or rule violation classified at a "Greatest", "High", or "High-Moderate" level, as defined in the Detention Standard on Disciplinary System.
7. The status of detainees in Special Management Units will be reviewed in accordance with required time schedules by supervisory staff and the results of those reviews will be documented.
8. A detainee will remain in Disciplinary Segregation for no more than 60 days for violations associated with a single incident, and his or her status will be reviewed after the first 30 days, and each 30 days thereafter by the facility administrator and the Field Office Director to determine if continued detention in Disciplinary Segregation is still warranted.
9. Detainees in SMUs will be afforded basic living conditions that approximate those provided to the general population, consistent with the safety and security considerations that are inherent in more controlled housing, and in consideration of the purpose for which each detainee is segregated.
10. In general, when a detainee in an SMU is deprived of any usually authorized items or activity, a report of the action is forwarded to the facility administrator for notice and review.
11. Detainees in SMUs will have regular access to supervisory, management, program, and health care staff.
12. Each detainee in an SMU will be offered a minimum of one hour of recreation per day, five days a week, unless documented security or safety considerations dictate otherwise.
13. Detainees in SMUs will be able to write and receive mail and correspondence as they would otherwise be able to do while detained within the general population.
14. Detainees in SMUs will be provided opportunities for general visitation, including legal visitation, unless there are substantial, documented reasons for withholding those privileges.
15. Detainees in SMUs will have access to personal legal materials, law library materials, and legal visits, in accordance with provisions in this Detention Standard.

16. Detainees in SMUs will have access to telephones, in accordance with provisions in this Detention Standard.
17. Detainees in SMUs will have access to programs and services such as commissary, library, religious guidance, and recreation, in accordance with provisions in this Detention Standard.
18. Detailed records will be maintained on the circumstances related to a detainee's confinement to the SMU, through required permanent SMU logs and individual detainee records.
19. The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

Staff Detainee Communication

1. Detainees will have frequent opportunities for informal contact with facility managerial and supervisory staff and with ICE/ERO Field Office staff.
2. Facility managerial and supervisory staff and ICE/ERO Field Office staff will frequently and directly observe facility operations and conditions of confinement.
3. Detainees will be able to submit written questions, requests, and concerns to ICE/ERO staff and receive timely responses.
4. Detainees will be informed about how to directly contact the Department of Homeland Security Office of the Inspector General.
5. Detainee telephone serviceability will be monitored and documented by ICE staff and any problems immediately reported.
6. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

Tool Control

1. Tools, maintenance implements, culinary utensils, medical and dental instruments, equipment, and supplies (particularly syringes, needles, and other sharps) will be maintained on an inventory, continually controlled and accounted for to insure the safe and orderly operation of the facility.

Use of Force and Restraints

1. Physical force will be used only as a last resort and is restricted to instances of justifiable self-defence, protection of others, protection of property, and prevention of escapes.
2. Facilities will endorse the concept that confrontation avoidance is the recommended method for resolving situations and should always be attempted prior to any calculated use of force.
3. Physical force or restraint devices will not be used as punishment.
4. In circumstances when prior supervisory approval is required, restraints will not be applied without that approval.

5. Four/five-point restraints will be applied only in extreme circumstances and only where other types of restraints have proven ineffective. Advance approval is required, as is prompt notification of and examination by the medical staff. These restraints will be continued only in accordance with required procedures and documentation.
6. Intermediate force devices will be used only in circumstances prescribed herein, with required prior approvals.
7. All weapons and related equipment will be stored securely in designated areas to which only authorized persons have access.
8. Chemical agents and related security equipment will be inventoried at least monthly to determine their condition and expiration dates.
9. A written record of routine and emergency distribution of security equipment will be maintained.
10. An employee will submit a written report no later than the end of his or her shift when force was used on any detainee for any reason, or if any detainee remains in any type of restraints at the end of that shift. This includes discharge of a firearm and use of less lethal devices to control detainees.
11. Telephonic notification to the Field Office Director (FOD) shall occur as soon as practicable. The FOD will be notified of any use-of-force incident involving an ICE detainee within two business days via an incident report.
12. Canines will not be used for force, control or intimidation of detainees.
13. Facilities will adhere to DHS' Use of Deadly Force Policy.
14. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

Disciplinary System

1. Detainees will be informed of facility rules and regulations, prohibited acts, disciplinary sanctions that may be imposed, their rights in the disciplinary system and the procedure for appealing disciplinary findings.
2. The facility will have graduated severity scales of prohibited acts and disciplinary consequences.
3. Where permitted by facility policy, staff will informally settle minor transgressions by mutual consent, whenever possible.
4. Staff who witness a prohibited act that cannot or should not be resolved informally, or have reason to suspect that a detainee has engaged in a prohibited act, will prepare a clear, concise, and complete Incident Report.
5. Each Incident Report will be objectively and impartially investigated and reported, ordinarily by a person of supervisory rank.
6. When appropriate, a serious incident that may constitute a criminal act will be referred to the proper investigative agency, and the administrative investigation will be suspended, pending the outcome of that referral.

7. When appropriate, a serious incident that may constitute a criminal act will be referred to the proper investigative agency, and the administrative investigation will be suspended, pending the outcome of that referral.
8. At each step of the disciplinary and appeal process, the detainee will be advised of his or her rights in a language he or she understands, and translation or interpretation services will be provided as needed.
9. A Unit Disciplinary Committee (UDC) will further investigate and adjudicate the incident and may impose minor sanctions or refer the matter to a higher level disciplinary panel.
10. An Institution Disciplinary Panel (IDP) will conduct formal hearings on Incident Reports referred from UDCs and may impose higher level sanctions for "Greatest" and "High" level prohibited acts.
11. Detainees before the IDP will be afforded a staff representative, upon request, or automatically if the detainee is illiterate, has limited English language skills or otherwise needs special assistance.
12. Actions of the IDP will be reviewed by the facility administrator, who may concur with the findings and sanctions or modify them.
13. At all steps in the disciplinary process, any sanctions imposed will be commensurate with the severity of the committed prohibited act and intended to encourage the detainee to conform with rules and regulations in the future.
14. All steps of the disciplinary process will be done within the required time limits.
15. At all steps of the disciplinary process, accurate and complete records will be maintained. The detainee will receive copies of all reports, exhibits, and other documents considered or generated in the hearing process, except insofar as the disclosure of such documents may pose an imminent threat to the safety and security of the facility staff or other detainees, or if the document or other evidence is otherwise protected from disclosure.
16. If a detainee is found not guilty at any stage of the disciplinary process, the incident records will not be placed or retained in the detainee's file, even if they are retained elsewhere for statistical or historical purposes.
17. Detainees will be able to appeal disciplinary decisions through a formal grievance system. No detainee will be harassed, disciplined, punished or otherwise retaliated against for filing a complaint or grievance.
18. Detainees shall be afforded the following rights: the right to protection from abuse, the right to freedom from discrimination, the right to pursue a grievance, the right to correspond with persons or organizations and the right to due process.
19. The applicable content and procedures in this standard will be communicated to the detainee in a language or manner that the detainee can understand.

Food Service

1. All detainees will be provided nutritionally balanced diets that are reviewed at least quarterly by food service personnel and at least annually by a qualified nutritionist or dietician.
2. Detainees, staff and others will be protected from harm and facility order will be maintained by the application of sound security practices in all aspects of food service and dining room operations.
3. Detainees, staff, and others will be protected from injury and illness by adequate food service training and the application of sound safety and sanitation practices in all aspects of food service and dining room operations.
4. Dining room facilities and operating procedures will provide sufficient space and time for detainees to eat meals in a relatively relaxed, unregimented atmosphere.
5. Food service facilities and equipment will meet established governmental health and safety codes, as documented by an independent, outside source.
6. Detainees, staff, and others will be protected from health-related harm by advance medical screening and clearance before any detainee is assigned to work in food service operations.
7. Food service areas will be continuously inspected by food service staff and other assigned personnel on schedules determined by the food service administrator and by applicable policy requirements.
8. Stored food goods will be maintained in accordance with required conditions and temperatures.
9. Therapeutic medical diets and supplemental food will be provided as prescribed by appropriate clinicians.
10. Special diets and special ceremonial meals will be provided for detainees whose religious beliefs require the adherence to religious dietary laws.
11. Detainees will receive a religious or special diet free of any personal cost.
12. Food will never be used for reward or punishment.

Hunger Strikes

1. Any detainee who does not eat for 72 hours will be referred to the medical department for evaluation and possible treatment.
2. When medically advisable, a detainee on a hunger strike will be isolated for close supervision, observation, and monitoring.
3. The ICE/ERO Field Office Director (FOD) will be notified when a detainee is on a hunger strike.
4. The detainee's health will be carefully monitored and documented, as will the detainee's intake of foods and liquids.
5. A detainee on a hunger strike will be counselled and advised of the medical risks and will be encouraged to end the hunger strike or accept medical treatment.

6. Involuntary medical treatment will be administered only with the medical, psychiatric, and legal safeguards specified herein.
7. A record of interactions with the striking detainee, provision of food, attempted and successful medical treatment, and communications between the Clinical Medical Authority, Facility Administrator, and ICE/ERO will be established.
8. The information in this detention standard will be communicated in a language or other manner that the detainee can understand.

Medical Care

1. Detainees will have access to a continuum of health care services, including prevention, health education, diagnosis, and treatment.
2. Health care needs will be met in a timely and efficient manner.
3. Newly admitted detainees will be informed, orally and in writing, about how to access health services.
4. Detainees will be able to initiate requests for health services on a daily basis.
5. Detainees will receive timely follow-up to their health care requests.
6. Detainees will have continuity of care from admission to transfer, discharge, or removal, including referral to community-based providers when indicated.
7. A detainee who needs health care beyond facility resources will be transferred in a timely manner to an appropriate facility where care is available. A written list of referral sources, including emergency and routine care, will be maintained as necessary and updated at minimum annually.
8. A transportation system will be available that ensures timely access to health care services that are only available outside the facility, including prioritization of medical need, urgency (such as the use of ambulance instead of standard transportation) and transfer of medical information.
9. A detainee who requires close, chronic or convalescent medical supervision will be treated in accordance with a written plan approved by licensed physician, dentist, or mental health practitioner that includes directions to health care providers and other involved medical personnel.
10. Detainees will have access to specified 24-hour emergency medical, dental, and mental health services.
11. Minimum requirements for medical housing units will be met.
12. Female detainees will undergo pregnancy testing and pregnancy management services.
13. Screening, prevention and control measures will be utilized to assist in prevention and management of infectious and communicable diseases.
14. Bio-hazardous waste will be managed and medical and dental equipment decontaminated in accordance with standard medical practices and in compliance with applicable laws.

15. Detainees with chronic conditions will receive care and treatment for conditions where non-treatment would result in negative outcomes or permanent disability as determined by the clinical medical authority.
16. The facility administrator will develop a plan to ensure that ICE is notified in writing of any detainee whose special medical or mental health needs require special consideration in such matters as housing, transfer, or transportation.
17. Detainees will have access to emergency and specified routine dental care provided under direction and supervision of a licensed dentist.
18. Detainees will be provided health education and wellness information.
19. Each newly admitted detainee, including transfers, will receive a documented medical, dental, and mental health screening upon intake and, within 14 days of arrival, a comprehensive health appraisal by qualified personnel in a private setting as practicable to ensure safety.
20. Detainees with suspected or known mental health concerns will be referred as needed for evaluation, diagnosis, treatment, and stabilization.
21. Mental health crisis intervention services will be identified and available for detainees who experience acute mental health episodes.
22. Restraints for medical or mental health purposes will be authorized only by the facility's clinical medical authority, in accordance with the requirements specified in this Detention Standard.
23. Prior to placement in a non-detention facility or special unit within the facility specifically designated for the care of the severely mentally ill or developmentally disabled, a detainee shall be afforded due process in compliance with applicable laws.
24. Medical and dental orthodontist or prostheses and other aids to impairment are supplied in a timely manner when the health of the detainee would otherwise be adversely affected, as determined by the responsible physician or dentist.
25. Detoxification from alcohol, opiates, hypnotics, other stimulants, and sedatives is done only under medical supervision in accordance with applicable laws.
26. Pharmaceuticals and non-prescription medicines will be secured, stored and inventoried.
27. Prescriptions and medications will be ordered, dispensed, and administered in a timely and sufficient manner as prescribed by a health care professional.
28. Health care services will be administered by the health administrative authority, and clinical decisions will be the sole province of the clinical medical authority.
29. Health care services will be provided by a sufficient number of appropriately trained and qualified personnel, whose duties are governed by thorough and detailed job descriptions and who are verifiable licensed, certified, credentialed, and/or registered in compliance with applicable state and federal requirements.

30. Detention and health care personnel will be trained, initially and annually, to respond to health-related emergency situations within four minutes and in the proper use of emergency medical equipment.
31. Information about each detainee's health status will be treated as confidential, and health records will be maintained in accordance with accepted standards separately from other detainee detention files and be accessible only in accordance with written procedures and applicable laws. Health record files on each detainee will be well organized, available to all practitioners, and properly maintained and safeguarded.
32. Informed consent standards will be observed and adequately documented. Staff will make reasonable efforts to ensure that detainees understand their medical condition and care.
33. Medical and mental health interviews, screenings, appraisals, examinations, and procedures will be conducted in settings that respect detainees' privacy in accordance with safe and orderly operations of the facility.
34. Detainees will be provided same sex chaperones as appropriate or as requested.
35. When a detainee is transferred to another facility, the transferring facility will send a completed medical transfer summary and other medical documentation as appropriate to the receiving facility.
36. Detainees in Special Management Units will have access to the same health care services as detainees in the general population.
37. Non-English speaking detainees and/or detainees who are deaf and/or hard at hearing will be provided interpretation/translation services or other assistance as needed for medical care activities.
38. Detainees with special needs, including physical or developmental disabilities will be evaluated and given the appropriate care and communication their situation requires.

Personal Hygiene

1. Each facility will maintain an inventory of clothing, bedding, linens, towels and personal hygiene items that is sufficient to meet the needs of detainees.
2. Each detainee will have suitable, clean bedding, linens, blankets, and towels.
3. Each detainee will have sufficient clean clothing that is properly fitted, climatically suitable, durable, and presentable.
4. Detainees will be held accountable for clothing, bedding, linens, and towels assigned to them.
5. Detainees, including those with disabilities, will be able to maintain acceptable personal hygiene practices.

Suicide Prevention and Intervention

1. All staff responsible for supervising detainees will be trained, initially during orientation and at least annually, on effective methods of suicide prevention and intervention with detainees.

2. Staff will act to prevent suicides with appropriate sensitivity, supervision, and medical referrals.
3. Any clinically suicidal detainee will receive preventive supervision, treatment, and therapeutic follow-up, in accordance with ICE policy.
4. The information in this standard will be communicated in a language or manner that the detainee can understand.

Terminal Illness, Advance Directives, and Death

1. The continuum of health care services provided detainees will address terminal illness, fatal injury, and advance directives.
2. Each detainee who has a terminal illness or potentially fatal injury will receive medical care consistent with standard medical practices.
3. In the event of a detainee's death, specified officials and the detainee's designated next of kin will be immediately notified.
4. In the event of a detainee's death, required notifications will be made to authorities outside of ICE/ERO (such as the local coroner or medical examiner), and required procedures will be followed regarding such matters as autopsies, death certificates, burials, and the disposition of decedent's property. Established guidelines and applicable laws will be observed in regard to notification of a detainee death while in custody.
5. The medical records of detainees addressed herein will be complete.
6. The information in this standard will be communicated in a language or manner that the detainee can understand.

Correspondence and Other Mail

1. Detainees will be able to correspond with their families, the community, legal representatives, government offices, and consular officials.
2. Detainees will be notified of the facility's rules on correspondence and other mail through the Detainee Handbook, or supplement, which is provided to each detainee upon admittance.
3. The amount and content of correspondence detainees send at their own expense will not be limited except to protect public safety or facility security and order.
4. Indigent detainees will receive a specified postage allowance to maintain community ties and necessary postage for privileged correspondence.
5. Detainees will have access to general interest publications.
6. Incoming and outgoing mail, with the exception of Special Correspondence and Legal Mail, will be opened to inspect for contraband and to intercept cash, checks, and money orders.
7. General correspondence will be read or rejected only to protect the safe, secure and orderly operation of the facility, and detainees will be notified in writing when correspondence is withheld in part or in full.

8. Detainees will be permitted to send Special Correspondence and Legal Mail to a specified class of persons and organizations, and incoming mail from these persons will be opened only in the presence of the detainees (unless waived) to check for contraband (except when contamination is suspected).
9. Incoming and outgoing letters will be held for no more than 24 hours and packages no more than 48 hours before distribution, excluding weekends, holidays, or exceptional circumstances.
10. Detainees in SMUs will have the same correspondence privileges as detainees in the general population.
11. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

Escorted Trips for Non-Medical Emergencies

1. Within the constraints of safety and security, selected detainees will be able to visit critically ill members of the immediate family or to attend their funerals, while under constant staff supervision.
2. Safety and security will be primary considerations in planning, approving, and escorting a detainee out of a facility for a non-medical emergency.

Marriage Requests

1. Each marriage request from an ICE/ERO detainee will receive a case-by-case review.
2. Consistency in decisions to approve or deny a marriage request will be achieved by the application of guidelines.
3. Ordinarily, a detainee's request for permission to marry will be granted.

Recreation

1. Detainees will have daily opportunities to participate in leisure-time activities outside their respective cells or rooms.
2. Detainees will have access to exercise opportunities and equipment, including at least one hour daily of physical exercise outside the cell, and outdoors, when practicable.
3. Any detainee housed in a facility that cannot meet minimum standards for indoor and outdoor recreation will be considered for voluntary transfer to a facility that does.
4. Each detainee in an SMU will receive (or be offered) a minimum of one hour of exercise per day, five days a week, unless documented security or safety considerations dictate otherwise.
5. Each citizen volunteer who provides or participates in facility recreational programs will complete an appropriate, documented orientation program and sign an acknowledgement of his or her understanding of the applicable rules and procedures and agreement to comply with them.

Religious Practices

1. Detainees will have opportunities to participate in practices of their religious faith that are deemed essential by that faith, limited only by a documented showing of threat to

the safety of persons involved in such activity itself, or disruption of order in the facility.

2. All religions represented in a detainee population will have equal status without discrimination based on any detainee's race, ethnicity, religion, national origin, gender, sexual orientation, or disability.
3. Each facility's religious program will be planned, administered, and coordinated in an organized and orderly manner.
4. Adequate space, equipment and staff (including security and clerical) will be provided for conducting and administering religious programs.
5. Detainees of faiths not directly represented by chaplaincy staff will be assisted in contacting external clergy or religious service providers.
6. Each facility's religious program will be augmented and enhanced by community clergy, contractors, volunteers and groups that provide individual and group assembly religious services and counselling.
7. Detainees in Special Management Units and hospital units will have access to religious programs and services.
8. Special diets will be provided for detainees whose religious beliefs require the adherence to religious dietary laws.
9. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

Telephone Access

1. Detainees will have reasonable and equitable access to reasonably priced telephone services.
2. Detainees with hearing or speech disabilities will have reasonable accommodations to allow for appropriate telephone services.
3. Detainees in Special Management Units will have access to telephones, commensurate with facility security and good order.
4. Detainees will be able to make free calls to the ICE/ERO-provided list of free legal service providers for the purpose of obtaining initial legal representation, to consular officials and to the DHS Office of Inspector General.
5. Telephone access procedures will foster legal access.
6. Telephones will be maintained in proper working order.
7. The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

Visitation

1. Detainees will be able to receive visits from their families, associates, legal representatives, consular officials, and others in the community.

2. Visits between legal representatives and assistants and an individual detainee are confidential and shall not be subject to auditory supervision. Private consultation rooms shall be available for such meetings.
3. Detainees will be advised of their right to contact their consular representatives and receive visits from their consulate officers
4. Detainees will be advised of visiting privileges and procedures as part of the facility's admission and orientation program in a language they can understand.
5. Information about visiting policies and procedures will be readily available to the public.
6. The number of visitors a detainee may receive and the length of visits will be limited only by reasonable constraints of space, scheduling, staff availability, safety, security, and good order. The minimum duration for a visit shall be 30 minutes.
7. Visitors will be required to adequately identify themselves and register to be admitted into a facility, and safety, security and good order will be maintained.
8. A background check will be conducted on all new volunteers prior to their being approved to provide services to detainees.
9. Each new volunteer will complete an appropriate, documented orientation program and sign an acknowledgement of his or her understanding of the applicable rules and procedures and agreement to comply with them.
10. The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

Voluntary Work Program

1. Detainees may have opportunities to work and earn money while confined, subject to the number of work opportunities available and within the constraints of safety, security, and good order.
2. Detainees will be able to volunteer for work assignments but otherwise not be required to work, except to do personal housekeeping.
3. Essential operations and services will be enhanced through productivity from detainees.
4. The negative impact of confinement will be reduced through less idleness, improved morale and fewer disciplinary incidents.
5. Detainee working conditions will comply with all applicable federal, state, and local work safety laws and regulations.
6. There will be no discrimination regarding voluntary work program access based on any detainee's race, religion, national origin, gender, sexual orientation, or disability.
7. The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

Detainee Handbook

Upon admission a facility, each detainee will be provided the comprehensive written orientation materials in the form of a detainee handbook. The local facility shall provide a detainee handbook supplement, which describes such matters as:

- Grievance Systems
 - Services and Programs
 - Medical Care
 - Law Libraries and Legal Materials
 - Correspondence and Other Materials
 - Staff-Detainee Communications
 - Classification Systems
 - Disciplinary Systems
1. Each detainee will verify, by signature and date, receipt of those orientation materials, and that acknowledgement will be maintained in the detainee's detention file.
 2. The ICE National Detainee Handbook will be provided in English, Spanish, and other languages as determined necessary by the Field Office Director (FOD). Orientation materials will be read to detainees who cannot read, or they will be provided the material via audio or video recordings.
 3. Interpretative services will be provided to detainees who do not speak the languages in which the orientation materials are written.
 4. The information in this standard will be communicated in a language or manner that the detainee can understand.

Grievance System

1. Detainees will be informed about the facility's informal and formal grievance system in a language or manner he or she understands.
2. Staff and detainees will mutually resolve most complaints and grievances orally and informally in their daily interaction.
3. Detainees will be able to file formal grievances, including medical grievances, and receive written responses, including the basis for the decision, in a timely manner.
4. Detainees will be able to file emergency grievances that involve an immediate threat to their safety or welfare and receive written responses, including the basis for the decision, in a timely manner.
5. Detainees will be able to appeal initial decisions on grievances to at least one higher level of review.
6. Accurate records will be maintained on grievances filed and their resolution.
7. No detainee will be harassed, disciplined, punished, or otherwise retaliated against for filing a complaint or grievance.

8. The applicable contents and procedures in this standard will be communicated in a language or manner that the detainee can understand.

Law Libraries and Legal Material

1. Detainees will have regular access (no less than five hours per week) to law libraries, legal materials and related materials.
2. Detainees will not be forced to forgo recreation time to use the law library and requests for additional time to use the law library shall be accommodated to the extent possible, including accommodations of work schedules when practicable, consistent with the orderly and secure operation of the facility.
3. Detainees will have access to courts and counsel.
4. Detainees will be able to have confidential contact with attorneys and their authorized representatives in person, on the telephone and through correspondence.
5. Detainees will have access to a properly equipped law library, legal materials and equipment to facilitate the preparation of documents as well as photocopying resources.
6. Detainees who are illiterate, non-English-speaking or indigent will receive appropriate special assistance.
7. Detainees in special management units will have access to legal materials on the same basis as the general population.
8. The applicable contents and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

Legal Rights Group Presentations

1. Detainees will have access to available group presentations on United States immigration law and procedures.
2. Persons and organizations requesting to make such group presentations will be able to obtain clear information about how to request such visits and how to conduct them.
3. Facility security and good order will be maintained.
4. Detainees shall not be subject to reprisals, retaliation, or penalties for attending legal rights group presentations.
5. Detainees will be able to communicate and correspond with representatives from the legal groups who make presentations at the facilities.
6. Detainees will have access to information and materials provided by legal groups. Organizations will be permitted to distribute information in response to specific legal inquiries.
7. Foreign nationals will have access to the diplomatic representative of their country of origin.

Detention Files

1. A Detention File will be maintained on each detainee admitted to the detention facility for more than 24 hours.

2. Each Detention File will include all documents, forms, and other information specified herein.
3. The security of each Detention File and its contents will be maintained.
4. Staff will have access to Detention Files, as needed, for official purposes.
5. Information from a Detention File will be released to an outside third party only with the detainee's signed consent.
6. Release of information on detainees will be in accordance with applicable federal and state regulations.
7. Electronic record-keeping systems and data will be protected from unauthorized access.
8. The facility will maintain files necessary to carry out their responsibilities and will maintain them for a minimum of 18 months for auditing purposes.
9. Inactive, closed Detention Files will be properly archived.

News Media Interviews and Tours

1. The public and the media will be informed of operations and events within the facility's areas of responsibility.
2. The privacy of detainees and staff will be protected, including the right of a detainee to not be photographed or recorded.

Staff Training

1. Before assuming duties, each new employee, contractor, or volunteer will be provided an appropriate orientation to the facility and the ICE/ERO National Detention Standards.
2. All part-time staff and contract personnel shall receive formal orientation training appropriate to their assignments. Any part-time, volunteer, or contract personnel working more than twenty hours per week shall receive training appropriate to their position and commensurate with their full-time colleagues.
3. Training for staff, contractors, and volunteers will be provided by instructors who are qualified to conduct such training.
4. Staff and contractors who have minimal detainee contact (such as clerical and other support staff) will receive initial and annual training commensurate with their responsibilities.
5. Professional, support, and health care staff and contractors who have regular or daily contact with detainees, or who have significant responsibility involving detainees, will receive initial and annual training commensurate with their position.
6. Security staff and contractors will receive initial and annual training commensurate with their position.
7. Facility management and supervisory staff and contractors will receive initial and annual training commensurate with their position.

8. Personnel and contractors assigned to any type of emergency response unit or team will receive initial and annual training commensurate with these responsibilities including annual refresher courses or emergency procedures and protocols.
9. Personnel and contractors authorized to use firearms will receive appropriate training before being assigned to a post involving their use and will demonstrate competency in firearms use at least annually.
10. Personnel and contractors authorized to use chemical agents will receive thorough training in their use and in the treatment of individuals exposed to a chemical agent.
11. Security staff and contractors will be trained in self-defense and use-of-force procedures to include confrontation avoidance and emergency protocols.
12. In addition to employment training requirements, employees and contractors will be encouraged to continue their education and professional development through such incentives as salary enhancement, reimbursement of costs, and administrative leave.
13. Initial orientation, initial training, and annual training programs will include information on drug-free workplace requirements and procedures.
14. Initial orientation, initial training, and annual training programs will include information on the facility's written code of ethics.
15. Initial orientation, initial training, and annual training programs will include updates on new issues and procedures and include reviews of the Detainee Handbook and detainee rights.
16. New staff, contractors, and volunteers will acknowledge in writing that they have reviewed facility work rules, ethics, regulations, conditions of employment, and related documents. A copy of the signed acknowledgement will be maintained in each person's personnel file.
17. Training shall be conducted on the requirements of special-needs detainees.

Transfer of Detainees

1. Decisions to transfer detainees will be made by authorized officials on the basis of complete and accurate case information.
2. The legal representative-of-record will be properly notified when a detainee is transferred, in accordance with sound security practices.
3. The detainee will be properly notified, orally and in writing when he or she is being transferred to another facility in accordance with sound security practices.
4. Transportation and receiving facility staff will have accurate and complete records on each transferred detainee.
5. Transfer of detainees will be accomplished safely and securely, particularly those with special health care concerns including appropriate medical information.
6. Transferred detainees funds, valuables and other personal property will be safeguarded.
7. The applicable content and procedures in this Standard will be communicated to the detainee in a language or manner that the detainee can understand.

SECTION D - PACKAGING AND MARKING

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SECTION E - INSPECTION AND ACCEPTANCE

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

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

100 Percent Inspection: This is the most appropriate method for tasks with stringent performance requirements, e.g., where safety or health is a concern. With this method, performance is inspected and evaluated at each occurrence.

Random Sampling: This is the most appropriate method for frequently recurring tasks. With random sampling, services are sampled sporadically to determine if the level of performance is acceptable.

Planned Inspection: This method is appropriate to evaluate tasks at a set time.

Customer Complaint: This method is based on subjective opinions regarding performance standards and includes data elements necessary to begin an investigation. Any required service can have a valid Customer Complaint as an alternative method of surveillance.

E.3 - Customer Complaint

All Customer Complaints will be reviewed by the COTR. The COTR will 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 shall respond in writing to the COTR within two (2) working days of notification.

E.4 - Quality Assurance Surveillance Plan (QASP)

The Quality Assurance Surveillance Plan (QASP) Attachment 4 of this contract, sets forth the procedures and guidelines that ICE will use to inspect the technical performance of the Contractor. It presents the financial values and mechanisms for applying adjustments to the Contractor's invoices as dictated by work performance measured to the desired level of accomplishment. The purpose of the QASP is to:

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

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 Period shall commence September 16, 2011, for a period of two (2) years with four (4) two-year option periods.

	Period of Performance
Base Period	September 16, 2011 – September 15, 2013
Option 1	September 16, 2013 – September 15, 2015
Option 2	September 16, 2015 – September 15, 2017
Option 3	September 16, 2017 – September 15, 2019
Option 4	September 16, 2019 – September 15, 2021

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-Attachment 5.

F.4 - Reporting Requirements

The Contractor shall prepare and submit a Monthly Status Report concurrently with each invoice presented for payment to the COTR within five working days after the end of the month. 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 - 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.

F.6 – Contractor Evaluating Procedures

Performance ratings will be input into the Contractor Past Performance Assessment Reporting System (CPARS) as outlined in FAR 42.1502. The CPARS website is located here:
<http://www.cpars.csd.disa.mil/cparsmain.htm>

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, Room 3104
Laguna Niguel, CA 92677-3401

G-2 – 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. All modifications and/or changes to this contract must be in writing, signed and approved by 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 price 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 unilateral contract modifications de-obligating unexpended dollar balances considered excess to known contracting requirements.

G-3 - CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer’s Technical Representative (COTR) will be appointed by letter after contract award. The COTR is designated to coordinate the technical aspects of this contract and inspect items/services/invoices furnished hereunder; however, he/she will not be authorized to change any terms and conditions of the resultant contract, including price. The COTR(s) is authorized to certify (but not to reject or deny) invoices for payment in accordance with Item G-4. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.

The COTR is 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 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:

- 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 FAR Clause 52.243-1, Changes - Fixed Price (Alt I, APR 1984), 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 FAR Clause 52.243-1, Changes - Fixed Price (Alt I, APR 1984), and considers such change desirable, 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-4 - SUBMISSION OF INVOICES/VOUCHERS FOR PAYMENT OF SERVICES

ICE will pay for accepted services rendered under this contract. When invoicing on a monthly basis, the Contractor shall include the required information with the actual quantity of services performed (e.g. bed days, mileage, labor hours, etc.) as listed on the individual contract line items in Section B at the agreed contract price. Contract Number and/or Task Order Number shall be clearly marked on the invoice. All invoices shall be submitted via one of the following methods:

- By Mail: DHS, ICE Burlington Finance Center (BFC)
Attn: ICE-ERO-FDN
P.O. Box 1620
Williston, VT 05495-1620
- By Fax: (802) 288-(b)(6) (include a cover sheet with point of contact and number of pages)
- By E-mail: (b)(7)(E)@dhs.gov

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.

Each invoice submitted shall contain the following information:

1. Name and address of the Facility;
2. Invoice date and number;
3. Agreement number, line item number and, if applicable, the Task Order number;
4. Terms of any discount for prompt payment offered;
5. Name, title, and phone number of person to notify in event of defective invoice;
6. Taxpayer Identification Number (TIN).

7. Total number of bed days; total number of miles.
8. Bed day rate;
9. Number of bed days multiplied by the bed day rate;
10. Name of each detainee;
11. Resident's/detainee's A-number;
12. Specific dates of detention for each resident/detainee;
13. An itemized listing of all other charges;

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

If the facility is shut down for causes beyond the control of the Government, the Government will not be liable for payment during that period. Examples of such causes include 1) acts of God; 2) fires; 3) floods; 4) earthquakes; or 5) epidemics. The Government is only liable for payment of detainees that are housed in the facility.

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 - NO RIGHT OF REFUSAL

The contractor **DOES NOT** have the right of refusal and shall take all detainees in ICE facility who are sent to the facility.

H-3 - PARTNERING PHILOSOPHY

A major intent of this acquisition is to create a “partnership” between ICE and the Contractor. ICE intends to structure 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. Under a performance-based contract, performance measures and metrics will be used extensively to monitor Contractor performance. ICE and the Contractor shall monitor progress using agreed-upon performance metrics.

To establish and maintain a congenial line of communication with the Contractor, the Contractor’s Facility Administrator and the COTR shall work together as a team to ensure that required work is accomplished in an efficient and proper manner.

H-4 - PLACE OF PERFORMANCE

Aurora Detention Center, 3130 N. Oakland Street, Aurora, CO 80010.

H-5 - CONSTRAINTS

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

1. Memoranda of Understanding between ICE and individual law enforcement jurisdictions that may apply (copies of applicable MOUs will be provided to the contractor);
2. DHS Management Directive (MD) 11042.1 - Safeguarding Sensitive but Unclassified (For Official Use Only) Information, (<http://www.fas.org/sgp/othergov/dhs-sbu-rev.pdf>);

3. DHS Directive Number 121-01 and Instruction Handbook Number 121-01-007, the Department of Homeland Security Personnel Suitability and Security Program, ([http://dhsconnect.dhs.gov/policies/Instruction%20Supplements/Instruction%20121-01-007%20Personnel%20Suitability%20and%20Security%20Program%20\(Revision%2000\).pdf](http://dhsconnect.dhs.gov/policies/Instruction%20Supplements/Instruction%20121-01-007%20Personnel%20Suitability%20and%20Security%20Program%20(Revision%2000).pdf));
4. Other applicable Executive Orders and Management Directives;
5. Post Orders;
6. General Directives;
7. American Correctional Association (ACA) Standards for Adult Detention Facilities (most current edition) and the most recent copy of the supplement issued every two years. A copy is obtainable for purchase through the internet website <http://www.aca.org/store/bookstore/>;
8. National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails (most current edition). A copy is obtainable for purchase through the Internet website <http://www.ncchc.org>.
9. Officer's Handbook M-68, A Guide to Proper Conduct and Relationships with Aliens and the General Public - <http://onlineplus.uscis.dhs.gov/lpbinplus/lpext.dll/Infobase/m68/m68-1?f=templates&fn=document-frame.htm&2.0>;
10. The DHS/ICE PBNDS (Performance Based National Detention Standards) - A copy of the current version is obtainable on the Internet website: <http://www.ice.gov/detention-standards/2008/>
11. All rules and regulations governing usage of firearms, public buildings and grounds;
12. All regulations provided to the Contractor through the COTR;
13. Federal Information Security Management Act (FISMA) of 2002, (<http://csrc.nist.gov/drivers/documents/FISMA-final.pdf>);
14. The Patriot Act of 2001, revised 2010, (<http://www.aclu.org/national-security/text-usa-patriot-act>);
15. The Illegal Immigration Reform and Immigrant Responsibility Act (IIAIRA), P. L. 104-208, (http://immigration-usa.com/ina_96.html);
16. Federal Acquisition Regulation (FAR) (<http://farsite.hill.af.mil/vffara.htm>), and DHS Acquisition Regulation (HSAR), (<http://farsite.hill.af.mil/vfhsara.htm>);
17. Applicable federal, state facility codes, rules, regulations and policies;
18. Applicable federal, state and local labor laws and codes;
19. Applicable federal, state and local firearm laws, regulations and codes;
20. Alignment with external sources (e.g. state and local law enforcement organizations);
21. All applicable environmental requirements, including Executive Orders and Management Directives;
22. Existing lease agreements.

23. DHS Non-Disclosure Agreement Requirements; and
24. Organizational Conflict of Interest Provisions.

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

H-6 - EXPLANATION OF TERMS/ACRONYMS (See PBNDS 2008 for additional Definitions)

1. ADMINISTRATIVE CONTRACTING OFFICER: Government employee responsible for contract compliance, contract administration, cost control, property control, and reviewing Contracting Officer's Technical Representative (COTR) assessment of Contractor's performance. Often the same person as the Contracting Officer.
2. ADULT: Any detainee eighteen (18) years of age or older or anyone adjudicated in a criminal court to constitute an adult.
3. ALIEN: Any person who is not a citizen or national of the United States.
4. 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.
5. ADULT RESIDENTIAL STANDARDS: Focus on the results or outcomes the standards are expected to accomplish. The expected outcomes for each detention standard is stated, rather than assumed, and the prescribed expected practices represent what is to be done to accomplish those expected outcomes.
6. BED-DAY: The total billable cost to the Government to maintain and house one detainee for one day. Bed-day means a detainee that occupies a bed in a housing unit or a detainee in custody for at least 4 hours in either a holding cell or staging area (not both.) If the detainee is moved from the holding cell or staging area into a housing unit the same day, only one bed day charge is allowable. Bed day means day in, not day out, and all days in between. The Contractor may charge for day of arrival, but not day of departure.
7. 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 stated requirements.
8. BUREAU OF PRISONS (BOP): The U.S. 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.
9. 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 knife, explosives, a "zip gun," or brass knuckles. 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. 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.
10. **CONTRACT DETENTION OFFICERS (CDO):** 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.
11. **CONTRACTING OFFICER (CO):** An employee of the Government responsible for the complete conduct and integrity of the contracting process, including administration after award. The only individual authorized to issue changes to this contract.
12. **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR):** An employee of the Government designated and authorized by the Contracting Officer to monitor all technical aspects and assisting in administering the contract.
13. **CONTRACTOR:** The entity with whom the Government enters into a contract to provide the required services.
14. **CONTRACTOR EMPLOYEE:** An employee of a private Contractor hired to perform a variety of detailed services under this contract.
15. **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.
16. **DELIVERABLE:** A work product produced by the Contractor and delivered to the Government.
17. **DEPARTMENT OF HOMELAND SECURITY (DHS):** A department of the United States Government which includes U.S. Immigration and Customs Enforcement (ICE).
18. **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), the Federal Bureau of Prisons (BOP), and the U.S. Marshals Service (USMS).
19. **DETAINEE:** Any person confined under the auspices and the authority of any Federal agency. Some of whom may have substantial and varied criminal histories.
20. **DETAINEE RECORDS:** Information concerning the individual's personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to detainee personal property receipts, visitors list, photographs, fingerprints, disciplinary infractions, actions taken, grievance reports, medical records, work assignments, program participation, miscellaneous correspondence, etc.

21. ENFORCEMENT AND REMOVAL OPERATIONS (ERO): A division within 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.
22. 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 assigns responsibilities.
23. EMERGENCY: Any significant disruption of normal facility procedure, policy, or activity caused by riot, strike, escape, fire, medical exigency, natural disaster, or other serious incident.
24. ENTRY ON DUTY (EOD): The first day the employee begins performance at a designated duty station on this contract.
25. EXECUTIVE OFFICE OF IMMIGRATION REVIEW (EOIR): An Agency of the Department of Justice.
26. FACILITY: The physical plant and grounds in which the Contractor's services are operated.
27. FACILITY ADMINISTRATOR: The official, regardless of local title (e.g., jail administrator, Facility Director, warden, 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 and NCCHC standards.
28. FLIGHT OPERATIONS UNIT (FOU): The FOU, located in Kansas City, MO, is the principal mass air transportation and deportation coordinating entity within ERO. 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.
29. GOVERNMENT: Refers to the United States Government
30. GRIEVANCE: A written complaint filed by a detainee with the facility administrator concerning personal health/welfare or the operations and services of the facility.
31. ICE HEALTH SERVICES CORPS (IHSC): The primary entity for the planning, management, policy formation, program coordination, direction, and liaison for all health matters pertaining to undocumented migrants in the custody of the U.S. Immigration and Customs Enforcement, DHS.
32. IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE): A law enforcement agency within DHS.
33. INCIDENT REPORT: A written document reporting an event, such as minor disturbances, officer misconduct, any detainee rule infraction, etc.
34. LIFE SAFETY CODE: A manual published by The National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest.
35. MAN-HOUR: Man-hour means productive hours when the required services are performed. Only productive hours can be billed and invoiced.

36. 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.
37. MEDICAL SCREENING: A system of structured observation and/or initial health assessment performed within the first 24 hours to identify newly arrived detainees who could pose a health or safety threat to themselves or others.
38. MILEAGE RATE: A fully burdened rate inclusive of the mileage rate in accordance with the General Service Administration (GSA) Federal Travel Regulation, vehicle equipment, maintenance, and fuel costs.
39. NATIONAL COMMISSION ON CORRECTIONAL HEALTHCARE (NCCHC).
40. NOTICE TO PROCEED (NTP): Written notification from the Government to the Contractor stating the date that the Offeror may begin work, subject to the conditions of the contract.
41. OFFICE OF PROFESSIONAL RESPONSIBILITY, PERSONNEL SECURITY UNIT (OPR-PSU): The ICE office, which implements a component-wide personnel security program.
42. PERFORMANCE BASED NATIONAL DETENTION STANDARDS (PBNDS): Focus on the results or outcomes the standards are expected to accomplish. The expected outcomes for each detention standard is stated, rather than assumed, and the prescribed expected practices represent what is to be done to accomplish those expected outcomes.
43. PERFORMANCE REQUIREMENT SUMMARY (PRS): The PRS communicates what the Government intends to qualitatively inspect. The PRS is based on the ACA Standards for Adult Local Detention Facilities (ALDF), NCCHC, and PBNDSO.
44. PERFORMANCE WORK STATEMENT (PWS): Part of the solicitation which identifies the technical, functional and performance characteristics of the required services. In response to the Government's solicitation, offerors shall propose a Performance Work Statement (PWS) that both complies with ICE operational and legal requirements and specifically correlates with the offeror's proposed solution. Accordingly, the final PWS will become a part of the resultant contract.
45. PERIMETER: The outer portions of a facility, which actually provide for secure confinement of detainees.
46. POLICY: A definite written course or method of action, which guides and determines present and future decisions and actions.
47. 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.
48. 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.

49. QUALITY ASSURANCE: Actions taken by the Government to ensure that the requirements of the contract are met by the Contractor.
50. 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 ERO-mandated quality standards in operating, maintaining, and repairing detention facilities.
51. QUALITY CONTROL: The Contractor's inspection system, which covers all of 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.
52. QUALITY CONTROL PLAN (QCP): A Contractor produced self-inspection plan that describes the internal staffing and procedures that the prospective Contractor will use to meet the quality, quantity, timeliness, responsiveness, customer satisfaction, and other performance standards specified in the contract.
53. 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.
54. 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.
55. SICK CALL: A system through which a detainee reports and receives individualized and appropriate medical services for non-emergency illness or injury.
56. STANDING MEDICAL ORDERS: Written orders, by a physician, to medical personnel for the definitive treatment of identified person, self-limiting conditions and for on-site treatment of emergency conditions.
57. SUITABILITY: Security clearance process for Contractor and all Contractor Employees to determine suitability to work on a Government contract.
58. SUPERVISORY CONTRACT DETENTION OFFICER (SCDO). Supervising Detention Officer.
59. 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.
60. TRAINING: An organized, planned, and evaluated activity designed to achieve specific learning objectives and enhance personnel performance. Training may occur on site, at an academy or training center, at an institution of higher learning, professional meetings, or through contract service or closely supervised on-the-job training. Training programs usually include requirements for completion, attendance records, and certification of

completion. Meetings of professional associations may be considered training when there is clear evidence of the above elements. All trainers must be certified and certification shall be approved by the COTR. All training shall be conducted in accordance with the PBNDS on Staff Training and ACA and NCCHC Standards on Training and Staff Development.

61. TRANSPORTATION COSTS: All inclusive or burdened rates for transportation of detainees. 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, airports, and transporting in-between detention facilities (counties, state and federal).
62. TRAVEL COST: Cost inclusive of lodging and meals and incidental expenses (MI&E) for Contract Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable GSA Federal Travel Regulation rates/costs in effect on the dates of travel.
63. UNITED STATES MARSHALS SERVICE (USMS): A law enforcement agency within DOJ.
64. UNITED STATES PUBLIC HEALTH SERVICES (USPHS): An agency of the U.S. Department of Health and Human Services working in conjunction with ICE to provide health services for detainees at some facilities through its ICE Health Services Corps (IHSC).
65. WEAPONS: This includes but is not limited to firearms, ammunition, knives, slappers, billy clubs, electronic defense modules, chemical weapons (mace), and nightsticks.

H-7 - BACKGROUND AND SECURITY CLEARANCE PROCEDURES

1. General

The 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 shall adhere to the following.

2. Suitability Determination

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

Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contract employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS facilities will not be subject to security suitability screening.

3. Background Investigations

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis will 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 30 days before the starting date of the contract or 30 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

- a. Standard Form 85P, "Questionnaire for Public Trust Positions." Form shall be submitted via e-QIP (electronic Questionnaires for Investigation Processing). E-QIP instructions and forms are found in Attachment 6.
- b. FD Form 258, "Fingerprint Card" (2 copies)
- c. Foreign National Relatives or Associates Statement
- d. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
- e. Optional Form 306 Declaration for Federal Employment (applies to Contractors as well)
- f. 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 U.S. 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.

4. 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 shall report any adverse information coming to their attention concerning contract employees under the contract to the OPR-PSU through the COTR. Reports based on rumor or innuendo shall 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 or resignations within five days of occurrence. The Contractor shall 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.

5. Employment Eligibility

Each employee working on this contract shall successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by US Citizenship and Immigration Services to establish work authorization.

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

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

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

6. Security Management

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

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

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

7. Information Technology Security Clearance

When sensitive Government information is processed on Department telecommunications and information systems, the Contractor agrees to provide for the administrative control of sensitive data processing, transmissions and stores and to adhere to the procedures governing such data as outlined in DHS MD 11042.1 Safeguarding Sensitive but Unclassified (For Official Use Only) Information and DHS MD 140-01 Information Technology Systems Security and corresponding DHS MD 4300A Sensitive Systems policy and handbook as amended. 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).

8. Information Technology Security Training and Oversight

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

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

responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

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

H-8 - 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 conduct referenced in this document including competency, training, appearance, behavior and integrity. The Contractor shall effect disciplinary or adverse action against employees who disregard those standards.

1. 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 upon request. The Contractor shall hold employees accountable for their conduct based on these standards, which are not restricted to, but must include:

- a. Employees shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
- b. Employees shall not discuss or disclose information from detainee files or immigration cases, except when necessary in the performance of duties under this contract.
- c. The employee shall 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.
- d. The employee shall not enter into any business relationship with detainees or their families, or associates (e.g., selling, buying, or trading personal property).
- e. 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.
- f. All employees shall be required to immediately report to the Facility Administrator or ICE Supervisor any criminal or non-criminal violation or attempted violation of these standards.
- g. 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.

- h. The Contractor shall not employ any person whose employment would present an actual or apparent conflict of interest. The Contractor is specifically prohibited from hiring active duty military personnel and civilians employed by the Government to perform work under this contract.

2. Minimum Personnel Qualification Standards and Key Personnel

a. Qualification Standards

Each person working on this contract, whether employed by the prime or any subcontractor, shall be a United States citizen. Each person employed by the prime or any subcontractor(s) shall possess a high school diploma or General Education Development (GED) equivalent. Each person employed by the prime or any subcontractor(s) must be granted a favorable employment suitability determination by OPR-PSU. Each employee of the Contractor and of any subcontractor(s) shall 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 upon request. The Contractor shall be responsible for acts and omissions of its employees and of any subcontractor(s) and their employees.

In addition, each contract employee shall meet the following requirements in accordance with the contract requirements: All employees shall be a minimum of 21 years of age. Employees shall have at least one year of general experience that demonstrates the following:

- i. The ability to greet and deal tactfully with the general public;
- ii. Capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate and interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports;
- iii. Good judgment, alertness, an even temperament, and render satisfactory performance through knowledge of his/her position responsibilities;
- iv. Ability to maintain poise and self-control during situations that involve mental stress, such as fires, explosions, civil disturbances, and building evacuations.

All employees on this contract must maintain current/physical residency in the continental United States and be a U.S. citizen.

b. Key Personnel

The COTR will provide written approval before any employee is assigned to perform key 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 COTR. The following are considered key personnel for the contract:

- i. Warden / Facility Administrator. The Facility Administrator shall hold a bachelor's degree from an accredited institution in an appropriate discipline, or significant military or corrections experience of a minimum ten (10) years, and have at least five (5) 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 and NCCHC requirements.
- ii. Assistant Warden /Assistant Facility Administrator. The Assistant Facility Administrator shall hold a bachelor's degree from an accredited institution in an appropriate discipline, or have two of the five (5) 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 and NCCHC requirements.
- iii. Chief of Security. The Chief of Security shall have a minimum of five (5) years of experience working in a detention environment and one (1) year of successful experience as a security supervisor. The two of the five 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.
- iv. Quality Assurance Manager. The Quality Assurance Manager shall hold a bachelor's degree from an accredited institution ac 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.
- v. Environment, Health and Safety Officer (EHSO). The EHSO shall hold a bachelor's degree from an institution accredited by an agency recognized by the U.S. Department of Education in an appropriate discipline, or have at least four years of related industry experience, and knowledge of program objective, policies, procedures, and have the background to run an environmentally safe and secure facility. The person in this position shall meet or exceed the requirements set forth by OSHA or ACA.
- vi. Corporate Security Officer. The Corporate Security Officer shall hold a bachelor's degree from an accredited institution 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 shall 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.

- vii. Health Service Administrator: Strong Oral/Written Communication Skills, Competent Interpersonal Skills, Maintains current Cardio Pulmonary Resuscitation (CPR) Certification, Basic Life Support Certification (BLS), Advanced Cardiovascular Life Support (ACLS) Certification.
 - viii. Clinical Director: Bachelors degree in nursing required. Masters degree preferred. Minimum 7 years clinical nursing experience and 3 years nursing management and/or education experience required. Must be board eligible or board certified in family practice, internal medicine, or related medical specialty. Maintain current CPR, BLS, ACLS and Basic Cardiac Life Support (BCLS) Certifications.
3. Health Requirements for All Contract Detention Officers and Supervisory Contract Detention Officers (CDO & Supervisory Contract Detention Officer (SCDO))

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 CDOs who work under this contract shall pass a medical examination (including vision and hearing tests) conducted by a licensed physician within 30 days prior to initial assignment, at no additional cost to the Government.

The Contractor shall have a collaborative agreement with a fully licensed certified independent clinic and laboratory for the purpose of accomplishing the Standard Form 88, Medical Record – Report of Medical Examination. The Medical Record – Report of Medical Examination, Standard Form 88, shall provide evidence of the physical fitness of each CDO. If requested by the COTR, the Contractor shall make medical records of contract employees available for review. The Contractor shall keep one duplicate copy of each Standard Form 88. Prior to the officer's initial assignment or reassignment to the ICE site, the Contractor shall certify in writing to the COTR that each CDO is in full compliance with the following:

- a. CDOs 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.
- b. CDOs are required to have the following: (a) corrected distant vision must be equal to or better than 20/20 in each eye; (b) binocular distant vision must be correctable to 20/20; (c) monocular vision is generally disqualifying; depth perception must be equal to or better than 70 seconds of arc; (d) peripheral vision must be normal; (e) color vision must be normal. Acceptable measure of color discrimination is the Ishihara color (14 plates). X-chrome lenses are not acceptable to ICE as a means of correcting color deficiencies. Any disease or condition which interferes with a person's vision may be considered a disqualifying factor. Cases will be reviewed on a case-by-case basis by the COTR.
- c. CDOs 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. Corrected hearing is acceptable. Any disease or condition, which interferes with the ability to hear, may be considered a disqualifying factor. Cases will be reviewed on a case-by-case basis by the COTR.

- d. CDOs shall not have heart, lung, skeletal, or other physical defects that would impair their ability to perform effectively in either normal or emergency situations.
- e. CDOs shall possess unimpaired use of hands, arms, legs, and feet. CDOs shall be able to run when necessary and be capable of handling portable fire extinguishers, building fire hoses, and related equipment.
- f. CDOs shall wear all required equipment or other protective items.
- g. CDOs 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.
- h. 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 shall be required to have a TB Skin Test or appropriate TB Testing completed annually. The Contractor shall accomplish a baseline test on all newly hired employees. Each employee shall have a TB Test Certificate prior to entering on his/her first day of duty. The Contractor shall be responsible for re-testing of employees annually.
- i. The Contractor shall report immediately any changes to (a) through (h) above, in a CDO'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 medical examination that includes a prognosis and diagnosis to determine Fitness for Duty at no cost to the Government.

4. Random Drug Testing

The Contractor shall develop 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.

5. Contraband Program and Inspection

A contraband control program shall be established in accordance with the PBNDS on Contraband 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.

6. Removal from Duty

If the COTR or the Contractor receives and confirms disqualifying information concerning a Contractor employee, the Contractor shall, upon notification in writing from the Contracting Officer, 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. A determination of being unfit for duty may be made from, but is not limited to, incidents of delinquency set forth below:

- a. Violation of the Rules and Regulations Governing Detention facilities set forth in the Officer's Handbook M-68, A Guide to Proper Conduct and Relationships with Aliens and the General Public,
<http://onlineplus.uscis.dhs.gov/lpbinplus/lpext.dll/Infobase/m68/m68-1?f=templates&fn=document-frame.htm&2.0>.
- b. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3;
- c. Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, leaving post without relief, and refusing to render assistance or cooperation in upholding the integrity of the security program at the work sites;
- d. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
- e. Theft, vandalism, or any other criminal actions;
- f. Possessing, selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects;
- g. Unethical or improper use of official authority or credentials;
- h. Unauthorized use of communication equipment or Government property;
- i. Misuse of equipment or weapons;
- j. Violations of security procedures or regulations;
- k. Recurring tardiness;
- l. Possession of alcohol, illegal substances, or contraband while on duty. This includes excessive amounts of prescription or over the counter medication;
- m. Undue fraternization with detainees as determined by the COTR;
- n. Repeated failure to comply with visitor procedures as determined by the COTR;
- o. Performance, as determined by investigation by the Contracting Officer, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, a detainee escape;
- p. Failure to maintain acceptable levels of proficiency or to fulfill training requirements;
- q. Changes in an employee's ability to meet the physical and/or mental health requirements of this contract;
- r. Any Contractor employee who is under investigation by any law enforcement agency shall be removed from duties pending outcome of the disposition.

At the direction of the COTR, the Contractor shall reassign contract employees who have been arrested or who have alleged misconduct to duties that do not permit direct contact with detainees pending the disposition of the charges. Any alleged misconduct shall be reported immediately to the COTR. If such reassignments are not available, the

Contractor shall remove the employee from work under this contract and other ICE contracts.

7. Tour of Duty Restrictions

The Contractor shall not utilize any Detention Officer 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.

8. Dual Positions

In the event that a SCDO is not available for duty, the Contractor shall provide a full-time supervisor as a replacement. A contract employee shall not hold the position of CDO and SCDO simultaneously. The COTR will document and refer to the Contracting Officer the failure of the Contractor to provide necessary personnel to cover positions.

9. Post Orders

The Contractor shall provide current written Post Orders for each officer that specifically applies to the assigned post, with step-by-step procedures in sufficient detail to guide an officer assigned to that post for the first time. The Post Orders shall be submitted to the COTR for approval prior to implementation. Signed and dated records shall be maintained to show that assigned detention officers acknowledged that they read and understood the Post Orders. The contractor shall formally review and update Post Orders annually.

10. Post Relief

As indicated in the post orders, the CDO shall not leave his or her post until relieved by another CDO. When the Contractor or Supervisors authorize rest or relief periods, the Contractor shall assign undesignated detention officers to perform the duties of the CDOs on break.

11. 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.

12. Uniform Requirements

These requirements apply to SCDOs and CDOs who perform work under the contract.

- a. The Contractor shall provide uniforms to its employees. The design and color of the Contractor's uniforms, patches, badges, and other Contractor-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 shall 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, cap, jacket, shoes or boots, duty belt, mini-mag flashlight and holder, handheld radio, handcuff holder, and key-holder. The Contractor shall ensure that each officer has a complete uniform while performing assignments under this contract.

The Contractor shall provide a sample of the proposed uniform and any uniform changes to the COTR. The COTR has the right to approve or disapprove any uniform apparel.

- b. 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:
 - i. A photograph that is at least one inch square that shows the full face and shoulders of the employee and is not more than 30 days old when the Contractor issues the credential.
 - ii. 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 and signature of the employee.
 - iii. To avoid the appearance of having Government issued badges, the Contractor shall not possess wallet type badges or credentials. All credentials shall be approved by the COTR.

13. Permits and Licenses

a. Business Permits and Licenses

The Contractor shall obtain all required permits and licenses prior to the start of the performance period. The Contractor shall (depending on the state's requirements) be licensed as a qualified security service company in accordance with the requirements of the district, municipality, county, and state in which the 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.

b. Licensing of Employees

Before reporting to duty on this contract, the Contractor shall ensure each employee has registration, commissions, permits, and licenses as required by the district, municipality, county, and state in which the 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.

14. Encroachment

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

15. Work Schedules

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

One week in advance, the Contractor shall prepare SCDO and CDO 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 approved by the COTR. Changes in duty hours shall also be posted on this form in sufficient time to ensure 24-hour advance notice. By noon each day, the Contractor shall provide to ICE the duty roster showing all assignments for the following day.

The Contractor shall maintain an record of arrival and departure (copies of the sign-in sheets or electronic records) 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, and provide the report to the COTR upon request. A Contract Supervisor shall conduct regular post checks to ensure personnel are prepared to be on duty. When a contract employee is not being utilized at a given post, the Contractor, upon the approval of the COTR or ICE Supervisor on Duty, may reassign him/her to another post.

- a. 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 location until the shift is completed and properly relieved as required.
- b. 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 keep a record of arrival and departure from the buildings during security hours, using electronic system or use a form approved by the COTR. The Government shall specify the registration points, which will be at the protected premises, and the Contractor shall utilize those points for this purpose.

Officers, working as supervisors, shall make the designation "Supervisor" on the ICE approved form; all others shall enter "On Duty." The applicable post or position numbers shall also be entered. Each line on the approved form 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 shall 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, shall 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.

- c. 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 the ICE-designee in writing as soon as possible.
- d. Rest Periods - When the Contractor, or a contract supervisor, authorizes rest and relief periods for the contract employees, a substitute officer shall be assigned to the duty location.
- e. Station Work Relief - When the work assignments require that the Contractor's employees do not leave the assigned duty locations until a substitute detention officer has provided relief, this condition shall be explicitly stated on GSA Form 2580, Guard Post Assignment Record, or equivalent forms approved by the COTR. Each duty location shall have a separate GSA Form 2580. The Contractor shall enforce the procedure without exceptions.

H-9 - TRAINING

All training shall be conducted in accordance with the applicable ICE detention standard as may be appropriate on Staff Training, NCCHC and ACA Standards. Contract employees shall not perform duties under this contract until they have successfully completed all required initial training and the COTR receives written certification from the contractor. The Contractor's employees shall satisfactorily complete all required training on schedule and properly perform their duties during the course of the contract period of performance. Employee performance, reports, response to situations, and other duties shall be in accordance with the standards, procedures, and training that apply to the circumstances at hand.

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 refresher courses, have an institution acceptable to the COTR provide the training, or provide on-line training. Failure of any employee to complete training successfully shall be sufficient reason to disqualify him or her from duty.

Certified instructors shall conduct all classroom instruction and testing. A state or nationally recognized institution shall certify instructors in basic handgun and shotgun skills for detention officers, 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 fifteen days prior to the training course.

The Contractor shall submit a training forecast and lesson plans to the COTR or ICE designee, on a monthly basis for the ensuing sixty (60) day period. The training forecast shall provide date, time, and location of scheduled training and afford the COTR an observation/evaluation opportunity.

The Contractor shall certify and make the training hour, type of training, date location of training, and name of instructor for each employee available to the COTR upon request.

Please refer to Attachment 7 for a list of minimum training requirements, minimum number of hours per subject, and frequency. The Contractor shall keep abreast of new training requirements. Any changes shall be brought to the attention of and approved by the COTR.

H-10 - FACILITY SECURITY AND CONTROL

The facility shall be fully guarded and controlled. Access and egress points shall be fully secured to ensure that no escapes and unauthorized entries occur. Records and reports shall be maintained and submitted in a timely and accurate manner. Detainee inspections, counts, handling and supervision shall be carried out in a timely, courteous and, if applicable, force-appropriate manner. Contraband shall be secured, controlled, inventoried and timely reported to ICE.

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

1. The Contractor assumes absolute liability for the escape of any detainee in its control.
2. An escape is deemed an egregious violation of any applicable ICE detention standard and subject to an expedited processing of a Contract Discrepancy Report resulting in a deduction.
3. The Contractor shall provide written policies and procedures regarding the actions to be taken in the event of an escape. This document shall include reporting requirements for all contract employees, escorts, supervisors, and management personnel. These procedures shall meet the approval of the COTR, be reviewed at least annually, and be updated as necessary.
4. 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, reckless, or intentional. Notice of removal shall be provided to the CO.
5. 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.

Additional Environmental, Health and Safety Requirements. In performance of various activities, the Contractor agrees to provide a safe and healthy working environment, free from undue hazards, and to protect the environment. The Contractor shall assign specific responsibilities for environmental and safety activities and procedures to its staff, as applicable.

The EHSO shall provide to COTR, and OAM HSEE Branch, a written Environment, Safety and Health Plan for review and approval for potential implementation. The Environment, Safety and Health Plan shall be submitted in writing to the COTR and the CO for review within 30 days of contract award and prior to any modifications. This plan shall not be modified without the prior written approval of the COTR. This plan shall be consistent with Federal, DHS, and ICE Environment, Safety and Health requirements.

In performing these activities, the Contractor's management shall retain accountability for its worker, activity, and workplace safety experience that include, but are not limited to the prevention of injury, illness, safety and health violations/deficiencies, and environmental pollution.

H-11 - 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 in accordance with (IAW) PBNDS.

H-12 - 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 shall be controlled, secured, managed and released or disposed of properly. Storage of all property, equipment and supplies is the responsibility of the contractor IAW PBNDS.

H-13 - TRANSPORTATION

When the Supervisor Detention Deportation Officer (SDDO) or designee 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 or his or her designee. The Contractor shall ensure the material is kept confidential and is not viewed by any person other than the authorized recipient.

Personnel.

The Contractor shall assign, at a minimum, (b)(7)(E) teams of transportation officers on a daily basis distributed throughout a 24 hour period seven days a week including weekends and holidays. The SDDO or designee will approve the number of teams assigned to any shift or period of time in order to meet the needs of ICE transportation requirements. The SDDO or designee may pre-determine on a case-by-case basis, per the applicable ICE detention standard on Transportation (by Land) (taking into account the distance traveled, the status of detainees transported, number of stops, etc.) that a (b)(7)(E) team is not required for some transportation routes. In all other cases, a minimum of (b)(7)(E) shall be assigned, as described above.

Vehicles.

The Contractor shall furnish vehicles equipped with interior security features in accordance with the applicable ICE detention standard on Transportation (by Land) and the ERO Vehicle Ordering Menu (Attachment 8). Vehicles furnished by the Contractor shall be equipped with interior security features such as, but not limited to:

- door lock controls,
- window locks,
- a wire cage with acrylic panel between the driver seat and the rear passenger seats, and
- physical separation of detainees from Contract Detention Officers.

Nothing in this contract shall restrict the Contractor from acquiring additional vehicles as deemed necessary by the Contractor at no additional cost to the Government. The Contractor shall not allow employees to use their privately owned vehicles or Government owned vehicles to transport detainees.

The Contractor shall comply with the applicable ICE detention standard on Transportation (by Land) related to the number of hours employees shall operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the SDDO or designee. The Contractor shall transport detainees using the most economical manner; for example, it may be non-economical and inappropriate for four detainees to be transported in a large 48-person vehicle.

Transportation to Hospital.

If the detainee is admitted to the hospital, the detainee shall remain in the custody of a contract employee of the same gender. The contract employee shall remain until relieved by another contract employee. 24-hour custody shall be maintained with constant visual observation or physical presence. The detainees shall not use the telephone unless the Contractor receives prior approval from the SDDO or designee. The contract employees shall not fraternize with clinic or hospital staff or with casual visitors to the clinic or 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 SDDO or designee prior to allowing access to the detainee. The Contractor is obligated to relay messages as requested by the detainee to the SDDO or designee. Upon release from the hospital or at the order of the SDDO or designee, the Contractor shall then transport the detainee to the detention site.

Communications.

The Contractor shall establish a fully operational communication system compatible with ICE communication equipment that has direct and immediate contact with all transportation vehicles and post assignments. For transportation duties only, the Contractor shall utilize Government furnished and installed encrypted radios. Attachment 9, Government Furnished Property List, will be completed once radios are issued. The Contractor shall make their vehicles available for installation at the location specified by the Government. Unencrypted radios for other assignments shall be furnished by the Contractor. Upon request, the COTR shall be provided with current status of all vehicles and post assignment employees.

Miscellaneous.

Failure of the Contractor to comply fully with the detainee(s) departure as pre-scheduled may result in the Contractor having withholdings deducted for non-performance.

ICE anticipates normal transportation requirements other than hospital visits and local needs consisting of the routes displayed in the table presented below. Trips start at the contractor site. The round-trip mileage numbers are merely estimates; actual mileage distances could differ depending on the actual location of the accepted facility or destination. These proposed routes are subject to change to suit Denver Field Office needs. The SDDO or designee may direct the Contractor to transport detainees to unspecified, miscellaneous locations not listed on the transportation table on the next page.

Routes.

The mileage starting point is from the facility address, The GEO Group Aurora Detention Center, 3130 N. Oakland Street, Aurora, CO 80010. Denver area transportation includes, but is not limited to the following list.

Route	Destination	Expected Frequency Per Month	Mileage Round Trip	Estimated Number of Detainees
1	Denver County Jail 10500 E. Smith Road Denver, CO 80239	6	3	3
2	Denver City Jail 1351 Cherokee Street Denver, CO 80204	6	26	42
3	Douglas County Jail 4000 Justice Way Castle Rock, CO 80109	6	62	2
4	El Paso Criminal Justice Center 2739 E. Las Vegas Street Colorado Springs, CO 80906	As Required (0-4)	158	10
5	El Paso County (Metro) Jail 210 S. Tejon Street Colorado Springs, CO 80903	As Required (0-4)	144	1
6	Jefferson County Jail 200 Jefferson County Parkway Golden, CO 80401	As Required (0-4)	46	2
7	Park County Jail 1180 Park County Road 16 Fairplay, CO 80440	8	192	7
8	Pueblo County Jail 909 Court Street Pueblo, CO 81003	As Required (0-4)	230	1
9	Teller County Jail 288 County Road 29 Divide, CO 80814	8	206	5
10	Washington County Jail 26861 Highway 34 Akron, CO 80720	As Required (0-4)	230	1
11	Cheyenne ICE Field Office 2120 Capitol Avenue Cheyenne, WY 82001	As Required (0-4)	208	1
12	Arapahoe County Jail 7375 S. Potomac Street Centennial CO 80112	As Required (0-4)	34	4
13	Brush ICE Field Office 515 Industrial Parkway Brush CO 80723	3	180	3

Route	Destination	Expected Frequency Per Month	Mileage Round Trip	Estimated Number of Detainees
14	Adams County Jail 150 N 19th Avenue Brighton CO80601	16	46	4
15	Craig County Jail 466 Tucker Street Craig CO 81625	As Required (0-4)	562	2
16	Larimer County Jail 2405 Midpoint Drive Ft. Collins CO 80525	4	128	2
17	Aurora City Jail 14999 E. Alameda Parkway Aurora CO 80012	8	12	2
18	Weld County Jail 2110 O Street Greeley CO 80631	As Required (0-4)	120	3
19	Ft. Morgan County Jail 400 Warner Street Ft. Morgan CO 80701	As Required (0-4)	164	1
20	Broomfield County Jail 11600 Rich Parkway Broomfield CO 80021	4	42	2
21	Clear Creek County Jail 405 Argentine Street Georgetown CO 80444	As Required (0-4)	112	1
22	Delta County Jail 555 Palmer Street Delta CO 81416	As Required (0-4)	576	1
23	Grand Junction Mesa County Jail 215 Rice Street Grand Junction CO 81502	As Required (0-4)	510	1
24	Boulder County Jail 3200 Import Road Boulder CO 80301	8	64	2
25	ICE Field Office 12445 E. Caley Ave. Centennial , CO 80111	80	30	42
26	Customs & DIA 8500 Pena Blvd Denver, CO 80249	2	32	1
27	DIA / ICE-AIR Signature Gate 5 Denver, CO 80249	9	64	42

H-14 - DETAINEE GUARD SERVICES

The Contractor shall provide stationary guard services as requested by the COTR; including, but not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other remote location requested by the SDDO or designee, including hotel watch as necessary. Hotels are sometime used when detainee families with children need to be temporarily housed. A Detention Officer may be required to watch/guard the room. Only qualified CDO personnel employed by the Contractor shall perform such services. The Contractor agrees to augment such practices as may be requested by the COTR or designee to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the SDDO or designee.

The Contractor shall be authorized one officer for each such remote location, unless at the direction of the SDDO or designee or designated ICE official, additional officers are required.

H-15 - MEDICAL SERVICES

The Contractor shall have a process in place to ensure that their employees solicit detainees for health complaints and deliver complaints in writing to the medical and health care staff in accordance with the applicable ICE detention standard.

The IHSC acts as the agent and final health authority for ICE on all off-site detainee medical and health related matters. The relationship of the IHSC to the detainee equals that of physician to patient. The Contractor shall solicit IHSC 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 IHSC. The IHSC 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 IHSC.

The Contractor shall send requests for pre-approval for non-emergency off-site care to:

Enforcement and Removal Operations
ICE Health Services Corps (IHSC)
500 12 St SW, 2nd Fl,
Washington, DC 20536
Phone: (202) 732-0100, Fax: (202) 732-0095
<http://www.ice.gov/about/offices/enforcement-removal-operations/ihs/>

The Contractor shall notify all medical providers approved to furnish off-site health care of detainees to submit their bills to:

VA Financial Service Center
Claims Division
P.O. Box 149345
Austin, TX 78714
Phone: (800) 479-0523

The Contractor shall 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.

1. Facility Requirements for Infectious Disease Screening. The Contractor shall ensure that there is adequate space to provide medical intake screening including a tuberculosis (TB) screening chest x-ray within the intake processing area. To prevent the spread of airborne infectious disease or cross contamination of zones within the facility, the HVAC system in the intake screening area shall be constructed to exhaust to the exterior and prevent air exchange between the intake screening area and any other area within the facility.
2. Infectious Disease Screening. To prevent the transmission of TB to the resident population of a detention facility, the Contractor shall provide adequate space to perform TB screening as part of the routine infectious disease screening process. Detainees shall remain isolated from the rest of the facility population (remain in the intake screening area) until the chest x-ray report is obtained and the interpretation verifies that the detainee is free of infectious TB. Turnaround time for chest x-ray interpretation shall be four hours or less. Detainees who are found to be infected, or where there is a possibility that they are infected, shall be assigned to a respiratory isolation unit until treatment or further testing is done and the detainee is no longer infectious.
3. Tele-Radiology Service Provider (ITSP). The Contractor shall provide adequate space for the use of services of the ICE Tele-radiology Health Systems, inclusive of tele-radiology, telepsychiatry, and tele-medicine. The cost of the equipment; maintenance of the equipment; training and credentialing of staff; arrangements for interpretation and administration of the x-rays by credentialed radiologists; and transmission of data to and from the Detention Facility are provided by the ITSP and charged directly to ICE. The Contractor shall coordinate with the ITSP to ensure adequate space is provided for the equipment, connectivity and electrical services are installed
4. Medical Grievances Mechanism. An administrative mechanism shall be in place at each medical facility whereby detainees can submit grievances regarding health services. The detainee grievance procedure shall be communicated to all detainees upon initial presentation to the medical facility. The mechanism is in accordance with National Commission on Correctional Health Care (NCCHC) Accreditation Standards and the Performance Based National Detention Standards (PBNDS) as appropriate. The Contractor shall report on a quarterly basis the number of grievances received, the reason for the grievance, and an explanation of whether the grievance was resolved.
5. The Contractor shall ensure that detainees have access to onsite medical and mental health care coverage at the facility twenty-four (24) hours per day, seven (7) days per week.
6. The Contractor shall not charge any ICE detainee a fee or co-payment for health services or treatment provided.
7. The Contractor shall ensure access to twenty-four (24) hour emergency medical care and facility emergency evacuation procedures shall be in place. The Contractor shall provide an Automatic External Defibrillator (AED) in the facility.
8. The ICE ERO Field Office Director and IHSC Managed Care shall be notified of all hunger strikes. The Contractor shall provide the number of hunger strikes, evidence of complete documentation of hunger strikes, and any medical treatment required.
9. Detainees who are identified as being "at risk" for suicide shall immediately be referred to the mental health provider or other appropriately trained medical staff member for

evaluation. The evaluation will take place within 24 hours. Until this evaluation takes place, security staff shall place the detainee in a secure environment on a constant one-to-one visual observation. In the event of a suicide attempt or a completed suicide, all appropriate ICE and IHSC officials shall be notified through the Contractor's Healthcare Administrator. The number of suicide attempts/completed suicides shall be reported, as well as documentation of appropriate follow-up/referral.

H-16 - DETAINEE SERVICES AND PROGRAMS

1. Manage and Maintain Commissary
 - a. A commissary shall be operated by the Contractor as a privilege to detainees who shall have the opportunity to purchase from the commissary at least once per week. These items shall not include any items prohibited by the Facility Administrator. The commissary inventory shall be provided to the COTR upon request. The COTR has the final right of approval for all items in the commissary. The Contractor may assess sales tax to the price of items, if state sales tax is applicable.
 - b. Commissary revenues shall be maintained in a separate account and not commingled with any other funds. Any expenditure of funds from the account requires review of the COTR upon his/her request. Any revenues earned in excess of those needed for commissary operations shall be used solely to benefit detainees at the facility. The Contractor shall provide independent auditor certification of the funds to the COTR annually.
 - c. At the end of the contract period, or as directed by the Contracting Officer, a check for any balance remaining in this account shall be made payable to the Treasury General Trust Fund and mailed to:

Department of the Treasury
General Trust Fund
1500 Pennsylvania Avenue, NW
Washington, D.C. 20220
 - d. Detainees are permitted to receive funds from outside sources (i.e., from family, friends, bank accounts). Outside funds or those generated from a detainee work program at the facility may be used to pay for products and services from the commissary. Funds shall be maintained in a non-interest bearing account. Upon detainee release, any funds in the detainee's account shall be immediately returned to the detainee.
2. Manage and Maintain the Detainee Telephone System (DTS)
 - a. The Contractor shall provide detainees with reasonable and equitable access to telephones as specified in the applicable ICE detention standard on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.
 - b. If authorized to do so under applicable law, the Contractor shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Contractor shall provide notice to detainees of the potential for

monitoring. However, the Contractor shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.

- c. Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state, and local telephone regulations.
- d. The ICE designated DTS Contractor shall be the exclusive provider of detainee telephones for this facility. This will occur at the expiration of any current contract with a Telecommunications Company. The Contractor shall make all arrangements with the DTS Contractor per the DTS Contract. The DTS 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 Contractor shall be responsible for furnishing all inventory and supply of all DTS calling services to the Contractor. The DTS Contractor shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS, and the maintenance and operation of the system. The Contractor shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones. The Contractor shall monitor detainee's phones for service ability, in accordance with ICE police and procedures. The Contractor shall notify DTS and COTR of any inoperable phones.
- e. Current (as of September 2011) DTS Contractor provider is:

Talton Communications
910 Ravenwood Drive
Selma, AL 36701

(b)(6); (b)(7)(C)
Customer Relations Manager
(334) 375-(b)(6);
(b)(6); @taltoncommunications.com

(b)(6); (b)(7)(C)
Operations Manager
(334) 375-(b)(6);
(b)(6); (b)(7)(C) @taltoncommunications.com

H-17 - PHYSICAL PLANT

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

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

The facility shall provide housing configurations commensurate with the security needs of the population. The facility shall comply with 40 U.S.C. 619, which stipulates compliance with nationally recognized codes and comply with the latest edition in effect on the date of proposal submission of one of the following codes:

1. The Uniform Building Code (UBC) for the area selected
2. The Building Officials and Code Administrators (BOCA) National Building Code (NBC)
3. The International Building Code (IBC)

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

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

The facility shall comply with the Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction, Executive Order (E.O.) 12699. The seismic safety requirements as set forth in the 1991 International Conference of Building Officials, the UBC, the 1992 BOCA, NBC, and International Building Code are the minimum standards.

The facility shall comply with the requirements of the Architectural Barriers Act of 1968 as amended (U.S.C. Title 42, Section 4151) and the Rehabilitation Act of 1973 as amended. (U.S.C. Title 29, Sections 791, 793, 794). The standards for facility accessibility by physically handicapped persons as set forth in "Uniform Federal Accessibility Standards" (UFAS) shall apply. All areas of the buildings and site shall meet these requirements.

Activities which are implemented, in whole or in part, with federal funds, must comply with applicable legislation and regulations established to protect the human or physical environment and to ensure public opportunity for review. The Contractor shall remain in compliance with federal statutes during performance of the contract including, but not limited to, the following Acts:

- Clean Air
- Clean Water
- Coastal Barrier Resources Act
- Coastal Zone Management Act
- Endangered Species Act
- Energy Independence and Security Act (EISA)
- Energy Policy Act (EPACT)
- Executive Order (E.O.) 12699 – Seismic Safety
- E.O. 11988 - Floodplain Management
- E.O. 11990 - Protection of Wetland
- E.O. 12898 - Environmental Justice
- E.O. 13423- Strengthening Federal Environmental, Energy, and Transportation Management
- Farmland Protection Policy Act
- Fish and Wildlife Coordination Act
- National Environmental Policy Act
- National Historic Preservation Act
- Other applicable laws, regulations and requirements
- Resources Conservation and Recovery Act

- Wild and Scenic Rivers Act

The Contractor shall also comply with all applicable limitations and mitigation identified in any Environmental Assessment or Environmental Impact Statement prepared in conjunction with the contract pursuant to the National Environmental Policy Act, 42 U.S.C. 4321.

The Contractor shall be responsible for and shall indemnify and hold the Government harmless for any and all spills, releases, emission, disposal and discharges of any toxic or hazardous substance, any pollutant, or any waste, whether sudden or gradual, caused by or arising under the performance of the contract or any substance, material, equipment, or facility utilized. For the purposes of any environmental statute or regulation, the Contractor shall be considered the "owner and operator" for any facility utilized in the performance of the contract, and shall indemnify and hold the Government harmless for the failure to adhere to any applicable law or regulation established to protect the human or physical environment.

The Contractor shall be responsible in the same manner as above regardless of whether activities leading to or causing a spill, release, emission or discharge are performed by the Contractor, its agent or designee, a detainee, visitors, or any third party.

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

A safety program shall be maintained in compliance with all applicable Federal, state and local laws, statutes, regulations and codes. The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all codes and regulations associated with 29 CFR 1910 and 1926.

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

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

The Contractor shall provide no less than 65 parking spaces on-site at the facility exclusively for Government use.

The Contractor shall ensure that video cameras capable of recording and monitoring hallways, exits, and common areas are installed. A qualified individual shall be responsible for monitoring this system inside and outside the building. The Contractor shall maintain the recordable observations and may not release them to anyone, unless approved by the COTR. Records shall be stored in the most compact method. The Contractor shall develop a plan for keeping the recorded materials for the duration of the project period and turn them over to the Government representative for proper disposal upon completion of the contract.

For all new construction expansion, the construction schedule shall be updated to reflect current progress and submitted to the COTR on a monthly basis. Government staff will make periodic visits during construction to verify Contractor progress and compliance with contract requirements. As-built drawings and current drawings of the buildings and site utilities shall be maintained in a secure location during construction and contract performance. These updates shall be provided to the COTR within 30 days of any changes made. If the facility is existing the

as-built drawings shall be furnished to the COTR. Site utilities include, but are not limited to: water and sewer lines; gas lines; tunnels; steam lines; chilled water lines; recording layouts; elevations; modifications; additions; etc. Two copies of the as-built drawings shall be provided to the COTR in AUTOCAD release 14.0, or latest version, on a CD-ROM or other electronic memory device, no later than 90 days after issuance of the contract.

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

A number of Government staff will be on-site to monitor contract performance and manage other Government interests associated with operation of the facility. Government staff will have full access to all areas of the facility. Contractor access to Government required space must be pre-approved by the COTR. In cases of emergency that require Contractor access to Government space, the Contractor shall notify the COTR or ICE designated representative immediately.

ICE IT Equipment

ICE will provide and install IT equipment in office spaces for ICE Government personnel only, to include telephones, computer workstations and screens, printers, and fax machines. All infrastructure, cabling, and interfacing equipment shall be provided by the Contractor at time of construction.

The ICE IT system shall be a complete, independent, and physically separate system from the Contractor's IT system. The system shall serve all operational components: ICE, OPLA, and IHSC. EOIR shall have a separate system within EOIR IT space as per the EOIR Design Standards.

Communication Equipment

The Contractor shall provide, install, and maintain a complete and operating communication system, which includes but is not limited to cabling, fiber optics, patch panels, landing blocks, circuits, PBX and voice mail, phone sets, and all other supporting infrastructure and supporting system in compliance with ICE specifications. In order to support this system as well as the other items listed above, the Structured Cable Plant Standard Version 5.x or the most current version of this document shall be utilized when building out the facility.

H-18 - FIREARMS / BODY ARMOR

1. Firearms Requirements

- a. The Contractor shall provide new firearms and maintain sufficient firearms and ammunition to equip each armed CDO and armed supervisor(s) with a licensed weapon while on duty. Firearms may be re-issued to new replacement employees throughout the life of the contract as long as the firearm is in serviceable condition. All firearms shall be licensed by the State. A licensed gunsmith shall certify in writing that all firearms are safe and accurate. Personal firearms shall not be used.
- b. Firearms shall be standard police service-type, semi-automatic, capable of firing hollow-point ammunition that meets the recommendations of the firearms manufacturer. Ammunition will be factory load only – no reloads. The Contractor shall replace service ammunition annually. (b)(7)(E)

(b)(7)(E)

- c. The Contractor shall obtain and maintain on file appropriate State and municipality permits and weapons permits for each armed contract detention officer and armed supervisor(s). A copy of this permit shall be provided to the COTR at least three (3) working days prior to the anticipated assignment date of any individual and upon request. The Contractor shall ensure that employees have all permits and licenses in their possession at all times while in performance of this Contract.
 - d. The Contractor shall provide safes/vaults 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 COTR will approve the proposed safes/vaults prior to usage. Except when issuing or returning ammunition or firearms, each safe/vault shall remain locked at all times. The Contractor shall have the combination of each safe/vault changed at least once every six months or more often if circumstances warrant. Contract supervisors and CDOs shall make accurate receipt and return entries on a Firearms and Equipment Control Register.
 - e. The Contractor shall provide a complete listing of licensed firearms by serial numbers and the safe location of each firearm to the COTR prior to beginning performance under this contract and whenever changes are made. These lists shall be kept current through the terms of the contract and posted within each firearms safe/vault.
 - f. The Contractor shall provide sufficient ammunition for each armed CDO and armed supervisor(s); they shall be issued at least (b)(7)(E) magazines each.
 - g. The Contractor shall account for all firearms and ammunition monthly. If any weapons or ammunition are missing from the inventory, the COTR shall be notified immediately.
 - h. Detention Officers shall have firearms inspected by a range instructor annually to ensure proper and safe functioning. Documentation of the inspection will be provided to the COTR.
 - i. Loading, unloading, and cleaning of the firearms shall only take place in designated areas. The firearms shall be cleaned and oiled as appropriate to ensure optimum operating conditions. 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).
 - j. The Contractor shall certify firearms training to COTR one week prior to performance of duty involving firearms.
 - k. The Contractor shall certify firearm proficiency for weapon carrying officers every quarter.
 - l. The Contractor shall provide standard police-type OC spray or a collapsible steel baton as an intermediate weapon.
2. Body Armor Requirements
- a. The Contractor shall provide Threat Level IIIA body armor to all armed Contract Detention Officers and armed supervisor(s) and certify to the COTR that body armor is Threat Level IIIA prior to issuance. The use of personally owned body armor is not authorized. Body armor shall be worn while on armed duty.

- b. The body armor shall meet all requirements as set forth in the NIJ Standard 0101-03, NIJ Standard 0101-04, and NIJ Standard 100-01. All CDOs required to wear body armor shall have body armor that is custom fitted to the individual.
- c. The Contractor shall procure replacement body armor if the body armor becomes unserviceable, ill-fitting, worn/damaged, or at the expiration of service life.
- d. All armed CDOs and armed supervisors need to be made aware of the health risks associated with the wearing of body armor in high heat/high humidity conditions and/or during strenuous exertion. When CDOs and supervisors are required to wear body armor, they shall be provided opportunities to rehydrate and remove the body armor as necessary.

H-19 - PRICING OF MODIFICATIONS

The Contractor, in connection with any proposal they make 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 will also be furnished. The proposal, with all supporting documentation, shall be furnished by the date specified by the Contracting Officer.

H-20 - ORDERING ACTIVITY

Supplies or services to be furnished under this contract shall be ordered by issuance of task orders by a Contracting Officer, ICE, OAQ, Detention Management (DM)-Laguna. One or more task orders will be issued annually. Task orders for the second and all subsequent years are contingent upon the appropriation of funds.

H-21 – INDEMNIFICATION

1. Responsibility for Government Property

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.

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.

2. 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.

3. 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.

4. Government Liability

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

H-22 - OVERTIME

The contractor shall obtain written authorization from the COTR at least 24 hours in advance of any overtime. Emergency overtime can be authorized by the COTR by phone and in writing within 24 hours after event.

SECTION I - CONTRACT CLAUSES

52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

- 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 (OCT 2010)**
- 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 (OCT 2010)**
- 52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)**
- 52.203-14 Display of Hotline Poster(s) (DEC 2007)**
 - (b) (3) DHS OIG Hotline Poster; 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 (JAN 2011)**
- 52.204-10 Reporting Subcontract Awards (JUL 2010)**
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)**
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2011)**
- 52.215-2 Audit and Records - Negotiation (OCT 2010)**
- 52.215-8 Order of Precedence - Uniform Contract Format (OCT 1997)**
- 52.215-10 Price Reduction for Defective Cost or Pricing Data (AUG 2011)**
- 52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications (AUG 2011)**
- 52.215-12 Subcontractor Cost or Pricing Data (OCT 2010)**
- 52.215-13 Subcontractor Cost or Pricing Data - Modifications (OCT 2010)**
- 52.215-14 Integrity of Unit Prices (OCT 2010)**
- 52.215-15 Pension Adjustments and Asset Reversions (OCT 2010)**

52.215-18 Reversion or Adjustment of Plans for Postretirement 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 2010)

- (a) *Exceptions from certified cost or pricing data.*
- (1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable -
 - (i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
 - (ii) *Information on modifications of contracts or subcontracts for commercial items.*
 - (A) If --

- (1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and
 - (2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.
- (B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include --
- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
 - (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
 - (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.
- (b) *Requirements for certified cost or pricing data.* If the contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:
- (1) The Contractor shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in

this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

- (2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

52.216-18 Ordering (OCT 1995)

Contract Award; Last Day of Option 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 127,750 Bed-Days, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
 - (1) The minimum order applies to the number of Bed-Days ordered per individual Base Period or Option Period.
 - (2) The minimum order sated in this clause does not guarantee the Bed-Day rate at which those Bed-days are ordered. The Bed-Day rate at which these quantities will be billed are in accordance with Section B of the contract.
 - 3) There is no guaranteed minimum per day, per month, or per year.
- (b) *Maximum order.* The Contractor is not obligated to honor --
 - (1) Any order for a single item in excess of 255,500 Bed Days;
 - (2) Any order for a combination of items in excess of 100% of (b) (1) above; or
 - (3) A series of orders from the same ordering office within five days that together call for quantities exceeding the limitation 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 five 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 option period, if exercised.

52.217-8 Option to Extend Services (NOV 1999)

30 days

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

52.219-8 Utilization of Small Business Concerns (JAN 2011)

52.219-9 Small Business Subcontracting Plan (JAN 2011)

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 that 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 (APR 2009)

Is not a small business concern.

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 Veterans (SEP 2010)

52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)

52.222-37 Employment Reports on Veterans (SEP 2010)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

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

<u>Employee Class</u>	<u>Monetary Wage</u>	<u>Fringe Benefits</u>
Accounting Clerk II (GS-3)	\$12.82	\$3.58
General Clerk (GS-4)	\$14.39	\$4.02
Personnel Assistant II (GS-4)	\$14.39	\$4.02
Personnel Assistant III (GS-5)	\$16.10	\$4.50
Secretary II (GS-5)	\$16.10	\$4.50
Janitor (WG-2)	\$12.01	\$3.36
General Maintenance Wrkr (WG-8)	\$20.70	\$5.80
General Maintenance Wrkr Sup (WG-8/2)	\$21.57	\$6.04

Court Security Officer (GS-6)	\$17.95	\$5.02
Detention Officer (GS-6)	\$17.95	\$5.02
Recreation Specialist (GS-7)	\$19.95	\$5.58
Recreation Specialist Supv (GS-9)	\$24.40	\$6.83
Licensed Practical Nurse II (GS-4)	\$14.39	\$4.02
Laborer, Ground Maintenance (WG-3)	\$14.67	\$3.58
Food Service Worker (WG-2)	\$10.90	\$3.05
Cook I (WG-6)	\$12.57	\$3.52
Cook II (WG-8)	\$13.83	\$3.87
Records Clerk (GS-4)	\$14.39	\$4.02
Stock Clerk (WG-4)	\$15.69	\$4.02
Warehouse Specialist (WG-5)	\$14.96	\$4.19

**52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment
(Multiple Year and Option Contracts) (SEP 2009)**

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

52.222-50 Combating Trafficking in Persons (FEB 2009)

52.222-54 Employment Eligibility Verification (JAN 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)

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

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

**52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction
Contracts (MAY 2008)**

52.223-18 Contractor Policy to Ban Text Messaging While Driving (AUG 2011)

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)

52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009)

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)**
- 52.229-3 **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 2010)**
- 52.232-18 **Availability of Funds (APR 1984)**
- 52.232-19 **Availability of Funds for the Next Fiscal Year (APR 1984)**
 Funds are not presently available for performance under this contract beyond **September 30, 2011**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **September 30, 2011**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.
- 52.232-23 **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)**
- 52.237-3 **Continuity of Services (JAN 1991)**
- 52.237-7 **Indemnification and Medical Liability Insurance (JAN 1997)**
 (a) \$2 million (per specialty per occurrence), Maximum aggregate amount of \$6 million
- 52.242-13 **Bankruptcy (JUL 1995)**
- 52.243-1 **Changes - Fixed-Price (AUG 1987) - Alternate I (AUG 1987)**
- 52.244-6 **Subcontracts for Commercial Items (DEC 2010)**
- 52.245-1 **Government Property (AUG 2010)**
- 52.245-9 **Use and Charges (AUG 2010)**
- 52.246-25 **Limitation of Liability - Services (FEB 1997)**
- 52.248-1 **Value Engineering (OCT 2010)**
- 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 (AUG 2010)

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.

Contracting Officers shall include the following language as a special contract requirement when either clause 3052.204-70 and/or 3052.204.71 is used consistent with the provisions in HSAR 3004.470-3:

Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any Department of Homeland Security (DHS) contract by pre-screening the person/candidate prior to submitting their name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirements are considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The Contractor shall submit only those candidates that have not had a felony conviction within the past 36 months, illegal drug use within the past 12 months, or misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months from the date of submission of their name as a candidate to perform work under this contract. Pre-screening shall be conducted within 15 days after contract award. The fitness determination does not impact the candidate's fitness for employment with your firm on other assignments unrelated to this contract. This requirement shall be placed in all subcontracts if the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy (i.e. recording non-compliance into the Past Performance Database, contract termination).

Definition(s): Logical access means providing an authorized user the ability to access one or more computer system resources such as a workstation, network, application, or database through automated tools. A logical access control system (LACS) requires validation of an individual's identify through some mechanism such as a personal identification number (PIN) care, username and password, biometric, or other token. The

system has the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.

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 means 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) Other 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.

3052.215-70 Key Personnel or Facilities (DEC 2003)

The Key Personnel or Facilities under this Contract:

- 1) Warden / Facility Administrator
- 2) Assistant Warden /Assistant Facility Administrator
- 3) Chief of Security
- 4) Quality Assurance Manager
- 5) Environment, Health and Safety Officer
- 6) Corporate Security Officer
- 7) Health Service Administrator
- 8) Clinical Director

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)

3052.242-71 Dissemination of Contract Information (DEC 2003)

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

3052.245-70 Government Property Reports (AUG 2008) (Deviation)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT 1	WAGE DETERMINATION NO. 2005-2081, Rev 11, 06/13/2011
ATTACHMENT 2	STATEMENT OF OBJECTIVES
ATTACHMENT 3	THE GEO GROUP'S PERFORMANCE WORK STATEMENT
ATTACHMENT 4	QUALITY ASSURANCE SURVEILLANCE PLAN
ATTACHMENT 5	DELIVERABLES
ATTACHMENT 6	E-QIP INSTRUCTIONS AND FORMS
ATTACHMENT 7	TRAINING REQUIREMENTS
ATTACHMENT 8	ERO VEHICLE ORDERING MENU
ATTACHMENT 9	GOVERNMENT FURNISHED PROPERTY LIST
ATTACHMENT 10	MEDICAL SERVICES STATEMENT OF WORK (SOW)

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)
 P00002 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 and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Laguna Niguel CA 92677
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Attn: (b)(6); (b)(7)(C) 949-360-(b)(6); Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (x) 9A. AMENDMENT OF SOLICITATION NO.
 GEO GROUP INC THE 621 NW 53RD ST STE 700 BOCA RATON FL 334878242 9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-11-D-00003 10B. DATED (SEE ITEM 13) 09/15/2011
 CODE 6127064650000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 612706465
 FINANCE POC and Program COF (b)(6); (b)(7)(C), (b)(6); (b)(7)(C) @dhs.gov, 720-875 (b)(6); (b)(7)(C)

The purpose of this modification is to change to Contracting Officer's Representative to (b)(6); (b)(7)(C) effective immediately.

Exempt Action: Y

Period of Performance is September 16, 2011 through September 15, 2021, if all options are exercised.

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 (b)(6); (b)(7)(C)
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED (b)(6); (b)(7)(C) 16C. DATE SIGNED 9-17-12
 (Signature of person authorized to sign)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(1) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (IF OTHER THAN ITEM 6) Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, County, State, and Zip Code) GEO GROUP INC THE 621 NW 53 RD ST STE 700 BOCA RATON FL 334878242 CODE: 6127064630000 FACILITY CODE:		<input type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> 9B. DATED (SEE ITEM 11) <input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO HSCEDM-11-D-00003 <input type="checkbox"/> 10B. DATED (SEE ITEM 11) 09/15/2011		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered, solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended.				
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:				
(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers, FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If Required) N/A				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO., AS DESCRIBED IN ITEM 14				
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A				
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).				
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
<input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties				
E. IMPORTANT. Contractor <input type="checkbox"/> is NOT <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to incorporate ICE 2011 Performance Based Detention Standard 2.11 - Sexual Abuse and Assault Prevention and Intervention Should there be a conflict with between this standard and any other term and condition of the agreement identified in Block 10A on this modification, you are to contact the Contracting Officer for clarification. All other terms and conditions remain unchanged. Except as provided herein, all terms and conditions of (b)(6); (b)(7)(C) or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER Vice President, Contracts Administration The GEO Group, Inc.		NAME AND TITLE OF CONTRACTING OFFICER (b)(6); (b)(7)(C) UNITED STATES OF AMERICA		
15B. CONTRACTING OFFICER'S SIGNATURE (b)(6); (b)(7)(C) authorized to sign		SIGNED 1 10-13 (b)(6); (b)(7)(C)		16C. DATE SIGNED 1-29-13

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 2
2 AMENDMENT/MODIFICATION NO P00004	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO PRO-13-L117	5 PROJECT NO (if applicable)
6 ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7 ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Attn: (b)(6); (b)(7)(C) 949-360-(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) GEO GROUP INC THE 621 NW 53RD ST STE 700 BOCA RATON FL 334878242		(x) 9A AMENDMENT OF SOLICITATION NO	
CODE 6127064650000		FACILITY CODE	
		9B DATED (SEE ITEM 11)	
		x 10A MODIFICATION OF CONTRACT/ORDER NO HSCEDM-11-D-00003	
		10B DATED (SEE ITEM 13) 09/15/2011	

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 pricing 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 IAW FAR 52.222-43

E. IMPORTANT: Contractor is not 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: 612706465

FINANCE POC and Program COR: (b)(6); (b)(7)(C) @dhs.gov, 720-87-(b)(6); (b)(7)(C)

The purpose of this modification is to incorporate the new Department of Labor Wage Rate determination No. 2005-2081, Rev 12, dated 6/13/2012 (Attachment 1 to this modification). This determination covers the period, September 16, 2012 - September 15, 2013.

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. Continued ...

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

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)	
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED (b)(6); (b)(7)(C)	15C DATE SIGNED	16C DATE SIGNED 4/24/13
NSN 7540-01-152-8070 Previous edition unusable		FORM 30 (REV 10-83) GSA FAR (48 CFR) 53.243	

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>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 the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.</p> <p>Exempt Action: Y LIST OF CHANGES: Reason for Modification : Other Administrative Action</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 2
2 AMENDMENT/MODIFICATION NO P00005	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 and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7 ADMINISTERED BY (if other than item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6) Attn: (b)(6); (b)(7)(C) 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) GEO GROUP INC THE 621 NW 53RD ST STE 700 BOCA RATON FL 334878242		(x) 9A AMENDMENT OF SOLICITATION NO	9B DATED (SEE ITEM 11)
CODE 6127064650000 FACILITY CODE		X 10A MODIFICATION OF CONTRACT/ORDER NO HSCEDM-11-D-00003	10B DATED (SEE ITEM 13) 09/15/2011

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12 ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

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

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: 612706465

FINANCE POC and Program COB (b)(6); (b)(7)(C) @dhs.gov, 720-875-(b)(6); (b)(7)(C)

The purpose of this modification is to incorporate all of the ICE Performance Based National Detention Standards (PBNDS) 2011 Minimal Standards, several Optimal Standards, and the attached Quality Assurance Surveillance Plan (QASP) (Attachment B). The PBNDS 2011 Standards may be viewed in their entirety at the following link:

www.ice.gov/detention-standards/2011/

Please see Attachment A of this modification regarding the implementation of the PBNDS 2011
Continued ...

Except as provided herein, all terms and conditions of (b)(6); (b)(7)(C) heretofore changed, remains unchanged and in full force and effect

15A NAME AND TITLE OF SIGNER (Type or print) Vice President, Contracts Administration The GEO Group, Inc.	15B CONTRACTOR/OFFEROR (b)(6); (b)(7)(C)	15C DATE SIGNED 5/23/2013	15D NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	15E DATE SIGNED 5-29-13
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-11-D-00003/P00005

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Optimal Standards.</p> <p>It is agreed that the aforementioned minimum and optimal standards are, herein, incorporated into the contract at no additional cost.</p> <p>Within 30 days of execution of this modification the facility shall be compliant with all PBNS 2011 Standards stated herein.</p> <p>Should there be a conflict between the PBNS 2011 Standards and any other term and/or condition of the agreement identified in Block 10A of this modification, please contact the Contracting Officer for clarification.</p> <p>All other terms and conditions remain unchanged. Exempt Action: Y</p>				

**COMPLIANCE WITH PBNDS 2011 OPTIMAL PROVISIONS:
AURORA DETENTION CENTER**

Aurora Detention Center will comply with the following optimal requirements under the ICE 2011 Performance Based National Detention Standards (PBNDS 2011), at no additional cost to the agency:

Standard 2.1: Admission and Release

- “Whenever possible, medical personnel shall be present to observe the strip search of a transgender detainee.” *(Section V.B.4.c)*

Standard 2.12: Special Management Units

- “Detainees must be evaluated by a medical professional prior to being placed in an SMU.” *(Section V.D)*

Standard 4.3: Medical Care

- “Medical facilities within the detention facility shall achieve and maintain current accreditation with the standards of the National Commission on Correctional Health Care (NCCHC), and shall maintain compliance with those standards.” *(Section II.1)*
- “Adequate space and staffing for the use of services of the ICE Tele-Health Systems, inclusive of tele-radiology (ITSP) and tele-medicine, shall be provided.” *(Section II.28)*
- “The facility, when equipped with appropriate technology and adequate space, shall provide for the use of services of the ICE Tele-Health Systems, inclusive of tele-radiology (ITSP), tele-psychiatry and tele-medicine.” *(Section V.DD)*

Standard 4.4: Medical Care (Women)

- “The facility’s provision of gynecological and obstetrical health care shall be in compliance with standards set by the National Commission on Correctional Health Care (NCCHC).” *(Section II.1)*

Standard 4.6: Significant Self-Harm and Suicide Prevention and Intervention

- “The facility shall be in compliance with standards set by the National Commission on Correctional Health Care (NCCHC) in its provision of preventive supervision, treatment, and therapeutic follow-up for clinically suicidal detainees or detainees at risk for significant self-harm.” *(Section II.3)*

Standard 4.7: Terminal Illness, Advance Directives, and Death

- “The facility shall be in compliance with standards set by the National Commission on Correctional Health Care (NCCHC) in its provision of medical care to terminally ill detainees.” *(Section II.2)*

Standard 5.4: Recreation

- Administrative Segregation: “Facilities operating at the optimal level will offer detainees at least two hours of recreation or exercise per day, seven days a week.” *(Section V.E)*
- Disciplinary Segregation: “Facilities operating at the optimal level will offer detainees at least one hour of recreation or exercise per day, seven days a week.” *(Section V.E)*
- “Detainees shall have at least four hours a day access, seven days a week, to outdoor recreation, weather and scheduling permitted.” *(Section II.2)*
- “Detainees in the general population shall have access at least four hours a day, seven days a week to outdoor recreation, weather and scheduling permitted. Daily indoor recreation shall also

be available. During inclement weather, detainees shall have access to indoor recreational opportunities with access to natural light." *(Section V.B)*

- "Facilities operating at the optimal level shall offer access to reading materials, through libraries with regular hours, book carts or other means. Reading materials in English, Spanish and, if practicable, other languages, should be made available." *(Section V.F)*
- "Facilities shall offer other programmatic activities, such as:
 1. educational classes or speakers;
 2. sobriety programs such as alcoholics anonymous; and
 3. other organized activities or recreational programs." *(Section V.F)*

Standard 6.3: Law Libraries and Legal Material

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

QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION

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

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

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

2. DEFINITIONS

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

Functional Area: A logical grouping of performance standards.

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

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

Measures: The method for evaluating compliance with the standards.

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

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

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

4. QUALITY CONTROL PLAN

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

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

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

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

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

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

5. METHODS OF SURVEILLANCE

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

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

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

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

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

7. FAILURE TO MEET PERFORMANCE STANDARDS

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

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

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

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

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

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

8. NOTIFICATIONS

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

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

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

9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

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

10. ATTACHMENTS

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

Attachment A – Performance Requirements Summary

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

Attachment A – Performance Requirements Summary

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

Attachment B – Contract Discrepancy Report

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

2. AMENDMENT/MODIFICATION NO. P00012
 3. EFFECTIVE DATE See Block 16C
 4. REQUISITION/PURCHASE REQ. NO.
 5. PROJECT NO. (if applicable)

6. ISSUED BY CODE ICE/DM/DC-LAGUNA
 7. ADMINISTERED BY (if other than Item 6) CODE ICE/DM/DC-LAGUNA
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Laguna Niguel CA 92677
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Attn: (b)(6); (b)(7)(C) 949-360-(b)(6); Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No. , street, county, State and ZIP Code)
 GEO GROUP INC THE
 621 NW 53RD ST STE 700
 BOCA RATON FL 334878242
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-11-D-00003
 10B. DATED (SEE ITEM 12) 09/15/2011
 CODE 6127064650000 FACILITY CODE

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

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

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

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

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

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

DUNS Number: 612706465
 Invoice POC
 POC: (b)(6); (b)(7)(C)
 POC Email: (b)(6); (b)(7)(C) @ice.dhs.gov
 POC Phone Number: (720) 875-(b)(6); (b)(7)(C)
 Alt POC: (b)(6); (b)(7)(C)
 Alt POC Email: (b)(6); (b)(7)(C) @ice.dhs.gov
 Alt POC Phone Number: (720) 875-(b)(6); (b)(7)(C)

The contractor shall comply with the requirements applicable to detention facilities contained in Subpart A of the U.S. Department of Homeland Security (DHS) regulation titled, Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 (b)(6); (b)(7)(C)

15B. (b)(6); (b)(7)(C) 15C. DATE SIGNED 6-18-15 16C. DATE SIGNED 6-18-15
 (Signature or person authorized to sign)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-11-D-00003/P00012

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2 2

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>"Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13100 (Mar 7, 2014), as outlined in Attachment 1. Exempt Action: Y Period of Performance: 09/16/2014 to 09/15/2015</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00014	3. EFFECTIVE DATE 11/24/2015	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Attn: (b)(6); (b)(7)(C) (202) 732 (b)(6); Laguna Niguel CA 92677	CODE ICE/DH/DC-LAGUNA	7. ADMINISTERED BY (if other than item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Attn: (b)(6); (b)(7)(C) (202) 732 (b)(6); Laguna Niguel CA 92677	CODE ICE/DH/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE 621 NW 53RD ST STE 700 BOCA RATON FL 334878242		9A. AMENDMENT OF SOLICITATION NO. (X)	
CODE 6127064650000 FACILITY CODE		9B. DATED (SEE ITEM 11) 09/15/2011	
		10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-11-D-00003	
		10B. DATED (SEE ITEM 13) 09/15/2011	

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 10, and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the specific 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) Bilateral Modification FAR 43.103(a)

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

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

DUNS Number: 612706465

Invoice POC

POC: (b)(6); (b)(7)(C) at (720) 875 (b)(6); (b)(7)(C) or e-mail at (b)(6); (b)(7)(C) ice.dhs.gov

Alternate POC: (b)(6); (b)(7)(C) at (720) 875 (b)(6); (b)(7)(C) or e-mail (b)(6); (b)(7)(C) ce.dhs.gov

The purpose of this modification is to incorporate Federal Acquisition Regulation (FAR) Clause 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) under Section I of this IDIQ HSCEDM-11-D-00003.

Exempt Action: Y

Period of Performance: 06/18/2015 to 09/15/2017

Continued ...

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

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

(b)(6); (b)(7)(C) Exec. VP, Contract Administration

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

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

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

15C. DATE SIGNED

11/30/15

15D. UNITED STATES OF AMERICA

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

15C. DATE SIGNED

12/1/15

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	All other terms and conditions remain the same.				

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00016 See Block 16C

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (x) 9A. AMENDMENT OF SOLICITATION NO.
 GEO GROUP INC THE
 621 NW 53RD ST STE 700
 BOCA RATON FL 334878242
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-11-D-00003
 10B. DATED (SEE ITEM 13) 09/15/2011
 CODE 6127064650000 FACILITY CODE

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 612706465
 Contracting Officer's Representative: (b)(6); (b)(7)(C) t (720) 875-(b)(6); (b)(7)(C) or e-mail at (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternate Contracting Officer's Representative: (b)(6); (b)(7)(C) at (720) 875-(b)(6); (b)(7)(C) or e-mail (b)(6); (b)(7)(C)@ice.dhs.gov
 Contracting Officer: (b)(6); (b)(7)(C) 202) 732-(b)(6); (b)(7)(C)@ice.dhs.gov
 Contract Specialist: (b)(6); (b)(7)(C) 13) 446-(b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to do the following:
 Continued ...

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-11-D-00003/P00016

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1. Change the Issuing and Contract Administration Office to the following: ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street N.W., Suite (b)(6) Washington, D.C. 20536</p> <p>2. Update the Contracting Officer and Contract Specialist for the Contract to: Contracting Officer: (b)(6); (b)(7)(C) 202) 732-(b)(6); (b)(6); (b)(7)(C) ice.dhs.gov Contract Specialist (b)(6); (b)(7)(C) (313) 446-(b)(6); (b)(6); (b)(7)(C) ice.dhs.gov</p> <p>Exempt Action: Y Period of Performance: 09/16/2015 to 09/15/2017 All other terms and conditions remain the same.</p>				

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00017 See Block 16C

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (x) 9A. AMENDMENT OF SOLICITATION NO.
 GEO GROUP INC THE
 621 NW 53RD ST STE 700
 BOCA RATON FL 334878242
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-11-D-00003
 10B. DATED (SEE ITEM 13) 09/15/2011
 CODE 6127064650000 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)

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: 612706465

Contracting Officer's Representative (b)(6); (b)(7)(C) (720) 875-(b)(6); or e-mail at (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternate Contracting Officer's Representative (b)(6); (b)(7)(C) at (303) 361-(b)(6); or e-mail (b)(6); (b)(7)(C)@ice.dhs.gov
 Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)@ice.dhs.gov
 Contract Specialist (b)(6); (b)(7)(C) (313) 446-(b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to remove (b)(6); (b)(7)(C) as the Alternate Contracting Officer's Representative and add (b)(6); (b)(7)(C) as the Alternate Contracting Officer's
 Continued ...
 Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-11-D-00003/P00017

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2 2

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Representative. Exempt Action: Y Period of Performance: 09/16/2015 to 09/15/2017 All other terms and conditions remain the same.				

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE ATTN GEO GROUP INC THE 621 NW 53RD ST STE 700 BOCA RATON FL 334878242	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-11-D-00003 10B. DATED (SEE ITEM 13) 09/15/2011
CODE 6127064650000 FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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: 612706465

Contracting Officer's Representative: (b)(6); (b)(7)(C) at (720) 875-(b)(6); (b)(7)(C) or e-mail at (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate Contracting Officer's Representative: (b)(6); (b)(7)(C) at (303) 361-(b)(6); (b)(7)(C) or e-mail (b)(6); (b)(7)(C)@ice.dhs.gov

Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)@ice.dhs.gov

Contract Specialist: (b)(6); (b)(7)(C) (313) 446-(b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to incorporate the following Wage Determination Documents. Wage Determination Number 2015-5419 Revision #2 dated December 12, 2015 and CBA Continued ...

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-11-D-00003/P00020

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NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Wage Determination Number CBA-2014-6952 Dated August 29, 2014.</p> <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 the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.</p> <p>Exempt Action: Y Period of Performance: 09/16/2015 to 09/15/2017 ---</p> <p>No funding is being obligated on this base contract, funding is provided via Task Order HSCEDM-15-J-00029. ---</p> <p>All other terms and conditions remain the same.</p>				

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (x) 9A. AMENDMENT OF SOLICITATION NO.
 GEO GROUP INC THE
 ATTN GEO GROUP INC THE
 621 NW 53RD ST STE 700
 BOCA RATON FL 334878242
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-11-D-00003
 10B. DATED (SEE ITEM 13) 09/15/2011
 CODE 6127064650000 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 FAR 43.103 (b)

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

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

DUNS Number: 612706465
 Contracting Officer's Representative: (b)(6); (b)(7)(C) at (720) 875-(b)(6); (b)(7)(C) or e-mail at (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternate Contracting Officer's Representative: (b)(6); (b)(7)(C) at (303) 361-(b)(6); (b)(7)(C) or (b)(6); (b)(7)(C)@ice.dhs.gov
 Contracting Officer: (b)(6); (b)(7)(C) (202) 732-(b)(6); (b)(7)(C)@ice.dhs.gov
 Contract Specialist: (b)(6); (b)(7)(C) (313) 446-(b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to add the effective date of 9/16/2016 for the wage determinations added in modification number 20.
 Continued ...

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
HSCEDM-11-D-00003/P00021

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Exempt Action: Y Period of Performance: 09/16/2015 to 09/15/2017 --- No funding is being obligated on this base contract, funding is provided via Task Order HSCEDM-15-J-00029. --- All other terms and conditions remain the same.</p>				

2. AMENDMENT/MODIFICATION NO. P00034	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6); WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE ATTN GEO GROUP INC THE 621 NW 53RD ST STE 700 BOCA RATON FL 334878242	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. HSCEDM-11-D-00003 10B. DATED (SEE ITEM 13) 09/15/2011
CODE 6127064650000 FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 612706465

Contracting Officer's Representative (COR):

(b)(6); (b)(7)(C)
ice.dhs.gov
(720) 875 (b)(6); (b)(7)(C)

Alternate COR:

(b)(6); (b)(7)(C)
ice.dhs.gov

Continued ...

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 HSCEDM-11-D-00003/P00034

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NAME OF OFFEROR OR CONTRACTOR
 GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(303) 361-0723</p> <p>Contracting Officer: (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) ice.dhs.gov (202) 732 (b)(6); (b)(7)(C)</p> <p>The purpose of this modification to contract HSCEDM-11-D-00003 is to incorporate the attached Department of Labor Wage Determination Number 2015-5419, Revision #10, Dated 08/03/2018, effective on the anniversary date of September 16, 2018 of this multiple year contract.</p> <p>All other terms and conditions remain unchanged.</p> <p>--- Exempt Action: Y Sensitive Award: NONE Period of Performance: 09/16/2011 to 09/15/2021 ---</p> <p>No funding is obligated on this base contract. Any funding shall be provided on the current Task Order.</p> <p>All other terms and conditions remain unchanged.</p> <p>---</p>				

WD 15-5419 (Rev.-10) was first posted on www.wdol.gov on 08/14/2018

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

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-5419
Revision No.: 10
Date Of Revision: 08/03/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts

State: Colorado

Area: Colorado Counties of Adams, Arapahoe, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Jefferson, Park

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.00
01012 - Accounting Clerk II		17.96
01013 - Accounting Clerk III		20.10
01020 - Administrative Assistant		26.31
01035 - Court Reporter		26.08
01041 - Customer Service Representative I		14.31
01042 - Customer Service Representative II		16.09
01043 - Customer Service Representative III		17.55
01051 - Data Entry Operator I		15.47
01052 - Data Entry Operator II		16.88
01060 - Dispatcher, Motor Vehicle		21.23
01070 - Document Preparation Clerk		17.42
01090 - Duplicating Machine Operator		17.42
01111 - General Clerk I		15.00
01112 - General Clerk II		16.36
01113 - General Clerk III		18.37

01120 - Housing Referral Assistant	22.96
01141 - Messenger Courier	14.39
01191 - Order Clerk I	15.52
01192 - Order Clerk II	16.92
01261 - Personnel Assistant (Employment) I	17.32
01262 - Personnel Assistant (Employment) II	19.38
01263 - Personnel Assistant (Employment) III	21.61
01270 - Production Control Clerk	25.47
01290 - Rental Clerk	15.53
01300 - Scheduler, Maintenance	18.40
01311 - Secretary I	18.40
01312 - Secretary II	20.59
01313 - Secretary III	22.96
01320 - Service Order Dispatcher	18.67
01410 - Supply Technician	26.31
01420 - Survey Worker	18.15
01460 - Switchboard Operator/Receptionist	15.13
01531 - Travel Clerk I	14.91
01532 - Travel Clerk II	15.62
01533 - Travel Clerk III	16.71
01611 - Word Processor I	15.43
01612 - Word Processor II	17.32
01613 - Word Processor III	19.38
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	26.19
05010 - Automotive Electrician	20.77
05040 - Automotive Glass Installer	19.44
05070 - Automotive Worker	19.44
05110 - Mobile Equipment Servicer	17.61
05130 - Motor Equipment Metal Mechanic	22.07
05160 - Motor Equipment Metal Worker	19.44
05190 - Motor Vehicle Mechanic	22.07
05220 - Motor Vehicle Mechanic Helper	16.41
05250 - Motor Vehicle Upholstery Worker	19.36
05280 - Motor Vehicle Wrecker	19.44
05310 - Painter, Automotive	20.77
05340 - Radiator Repair Specialist	19.44
05370 - Tire Repairer	14.98
05400 - Transmission Repair Specialist	22.07
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.52
07041 - Cook I	13.46
07042 - Cook II	15.57
07070 - Dishwasher	10.69
07130 - Food Service Worker	11.45
07210 - Meat Cutter	16.69
07260 - Waiter/Waitress	10.65
09000 - Furniture Maintenance And Repair Occupations	

09010 - Electrostatic Spray Painter	19.06
09040 - Furniture Handler	15.90
09080 - Furniture Refinisher	19.06
09090 - Furniture Refinisher Helper	15.90
09110 - Furniture Repairer, Minor	18.10
09130 - Upholsterer	19.06
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.24
11060 - Elevator Operator	12.24
11090 - Gardener	19.04
11122 - Housekeeping Aide	12.46
11150 - Janitor	12.24
11210 - Laborer, Grounds Maintenance	14.67
11240 - Maid or Houseman	11.38
11260 - Pruner	13.16
11270 - Tractor Operator	17.54
11330 - Trail Maintenance Worker	14.67
11360 - Window Cleaner	13.62
12000 - Health Occupations	
12010 - Ambulance Driver	20.39
12011 - Breath Alcohol Technician	22.09
12012 - Certified Occupational Therapist Assistant	25.93
12015 - Certified Physical Therapist Assistant	24.96
12020 - Dental Assistant	19.57
12025 - Dental Hygienist	42.42
12030 - EKG Technician	32.02
12035 - Electroneurodiagnostic Technologist	32.02
12040 - Emergency Medical Technician	20.39
12071 - Licensed Practical Nurse I	20.77
12072 - Licensed Practical Nurse II	23.24
12073 - Licensed Practical Nurse III	25.91
12100 - Medical Assistant	17.82
12130 - Medical Laboratory Technician	21.20
12160 - Medical Record Clerk	21.45
12190 - Medical Record Technician	24.00
12195 - Medical Transcriptionist	18.73
12210 - Nuclear Medicine Technologist	39.44
12221 - Nursing Assistant I	11.80
12222 - Nursing Assistant II	13.27
12223 - Nursing Assistant III	14.47
12224 - Nursing Assistant IV	16.25
12235 - Optical Dispenser	20.66
12236 - Optical Technician	18.46
12250 - Pharmacy Technician	17.75
12280 - Phlebotomist	17.07
12305 - Radiologic Technologist	31.01
12311 - Registered Nurse I	29.98
12312 - Registered Nurse II	36.67

12313 - Registered Nurse II, Specialist	36.67
12314 - Registered Nurse III	43.96
12315 - Registered Nurse III, Anesthetist	43.96
12316 - Registered Nurse IV	53.17
12317 - Scheduler (Drug and Alcohol Testing)	28.79
12320 - Substance Abuse Treatment Counselor	21.35
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.85
13012 - Exhibits Specialist II	23.35
13013 - Exhibits Specialist III	28.56
13041 - Illustrator I	21.69
13042 - Illustrator II	25.41
13043 - Illustrator III	31.09
13047 - Librarian	29.75
13050 - Library Aide/Clerk	15.88
13054 - Library Information Technology Systems Administrator	26.87
13058 - Library Technician	17.64
13061 - Media Specialist I	19.38
13062 - Media Specialist II	21.69
13063 - Media Specialist III	24.18
13071 - Photographer I	16.89
13072 - Photographer II	18.90
13073 - Photographer III	23.41
13074 - Photographer IV	28.63
13075 - Photographer V	34.64
13090 - Technical Order Library Clerk	17.64
13110 - Video Teleconference Technician	20.09
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.81
14042 - Computer Operator II	19.93
14043 - Computer Operator III	22.21
14044 - Computer Operator IV	24.69
14045 - Computer Operator V	28.56
14071 - Computer Programmer I	(see 1) 25.42
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	17.81
14160 - Personal Computer Support Technician	24.69
14170 - System Support Specialist	32.30
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.58
15020 - Aircrew Training Devices Instructor (Rated)	43.06
15030 - Air Crew Training Devices Instructor (Pilot)	49.15

15050 - Computer Based Training Specialist / Instructor	35.58
15060 - Educational Technologist	34.14
15070 - Flight Instructor (Pilot)	49.15
15080 - Graphic Artist	23.68
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.47
15086 - Maintenance Test Pilot, Rotary Wing	44.47
15088 - Non-Maintenance Test/Co-Pilot	44.47
15090 - Technical Instructor	27.45
15095 - Technical Instructor/Course Developer	33.58
15110 - Test Proctor	22.16
15120 - Tutor	22.16
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	11.16
16030 - Counter Attendant	11.16
16040 - Dry Cleaner	13.47
16070 - Finisher, Flatwork, Machine	11.16
16090 - Presser, Hand	11.16
16110 - Presser, Machine, Drycleaning	11.16
16130 - Presser, Machine, Shirts	11.16
16160 - Presser, Machine, Wearing Apparel, Laundry	11.16
16190 - Sewing Machine Operator	14.38
16220 - Tailor	15.28
16250 - Washer, Machine	11.69
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.30
19040 - Tool And Die Maker	25.68
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	16.73
21030 - Material Coordinator	25.47
21040 - Material Expediter	25.47
21050 - Material Handling Laborer	17.36
21071 - Order Filler	13.44
21080 - Production Line Worker (Food Processing)	16.73
21110 - Shipping Packer	15.20
21130 - Shipping/Receiving Clerk	15.20
21140 - Store Worker I	12.48
21150 - Stock Clerk	17.30
21210 - Tools And Parts Attendant	16.73
21410 - Warehouse Specialist	16.73
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	36.90
23019 - Aircraft Logs and Records Technician	28.86
23021 - Aircraft Mechanic I	35.16
23022 - Aircraft Mechanic II	37.00
23023 - Aircraft Mechanic III	38.53
23040 - Aircraft Mechanic Helper	24.66
23050 - Aircraft, Painter	33.09
23060 - Aircraft Servicer	28.86

23070 - Aircraft Survival Flight Equipment Technician	33.09
23080 - Aircraft Worker	30.97
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	30.97
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	35.16
23110 - Appliance Mechanic	23.21
23120 - Bicycle Repairer	14.98
23125 - Cable Splicer	36.99
23130 - Carpenter, Maintenance	22.23
23140 - Carpet Layer	21.47
23160 - Electrician, Maintenance	24.90
23181 - Electronics Technician Maintenance I	24.35
23182 - Electronics Technician Maintenance II	26.02
23183 - Electronics Technician Maintenance III	27.63
23260 - Fabric Worker	21.28
23290 - Fire Alarm System Mechanic	23.36
23310 - Fire Extinguisher Repairer	19.74
23311 - Fuel Distribution System Mechanic	30.61
23312 - Fuel Distribution System Operator	23.31
23370 - General Maintenance Worker	19.16
23380 - Ground Support Equipment Mechanic	35.16
23381 - Ground Support Equipment Servicer	28.86
23382 - Ground Support Equipment Worker	30.97
23391 - Gunsmith I	19.74
23392 - Gunsmith II	22.84
23393 - Gunsmith III	25.93
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.85
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	29.31
23430 - Heavy Equipment Mechanic	24.26
23440 - Heavy Equipment Operator	24.68
23460 - Instrument Mechanic	31.33
23465 - Laboratory/Shelter Mechanic	24.40
23470 - Laborer	14.04
23510 - Locksmith	23.16
23530 - Machinery Maintenance Mechanic	27.46
23550 - Machinist, Maintenance	22.63
23580 - Maintenance Trades Helper	16.94
23591 - Metrology Technician I	31.33
23592 - Metrology Technician II	32.97
23593 - Metrology Technician III	34.34
23640 - Millwright	26.38
23710 - Office Appliance Repairer	21.44
23760 - Painter, Maintenance	20.02
23790 - Pipefitter, Maintenance	25.62
23810 - Plumber, Maintenance	24.11

23820 - Pneudraulic Systems Mechanic	25.93
23850 - Rigger	24.73
23870 - Scale Mechanic	22.84
23890 - Sheet-Metal Worker, Maintenance	22.09
23910 - Small Engine Mechanic	19.68
23931 - Telecommunications Mechanic I	31.25
23932 - Telecommunications Mechanic II	32.88
23950 - Telephone Lineman	23.34
23960 - Welder, Combination, Maintenance	19.79
23965 - Well Driller	22.29
23970 - Woodcraft Worker	25.93
23980 - Woodworker	19.74
24000 - Personal Needs Occupations	
24550 - Case Manager	17.57
24570 - Child Care Attendant	12.88
24580 - Child Care Center Clerk	16.07
24610 - Chore Aide	11.28
24620 - Family Readiness And Support Services Coordinator	17.57
24630 - Homemaker	17.57
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	27.64
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.16
25210 - Water Treatment Plant Operator	27.64
27000 - Protective Service Occupations	
27004 - Alarm Monitor	24.99
27007 - Baggage Inspector	13.62
27008 - Corrections Officer	25.17
27010 - Court Security Officer	28.56
27030 - Detection Dog Handler	21.32
27040 - Detention Officer	25.17
27070 - Firefighter	34.39
27101 - Guard I	13.62
27102 - Guard II	21.32
27131 - Police Officer I	34.07
27132 - Police Officer II	37.86
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.08
28042 - Carnival Equipment Repairer	14.15
28043 - Carnival Worker	10.23
28210 - Gate Attendant/Gate Tender	15.79
28310 - Lifeguard	11.73
28350 - Park Attendant (Aide)	17.67
28510 - Recreation Aide/Health Facility Attendant	12.90
28515 - Recreation Specialist	21.67
28630 - Sports Official	14.07

28690 - Swimming Pool Operator	17.05
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.30
29020 - Hatch Tender	25.30
29030 - Line Handler	25.30
29041 - Stevedore I	23.57
29042 - Stevedore II	27.02
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.49
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.61
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.50
30021 - Archeological Technician I	19.40
30022 - Archeological Technician II	21.70
30023 - Archeological Technician III	26.89
30030 - Cartographic Technician	26.41
30040 - Civil Engineering Technician	25.16
30051 - Cryogenic Technician I	28.23
30052 - Cryogenic Technician II	31.19
30061 - Drafter/CAD Operator I	18.45
30062 - Drafter/CAD Operator II	20.65
30063 - Drafter/CAD Operator III	23.84
30064 - Drafter/CAD Operator IV	31.50
30081 - Engineering Technician I	18.44
30082 - Engineering Technician II	20.69
30083 - Engineering Technician III	23.15
30084 - Engineering Technician IV	28.69
30085 - Engineering Technician V	35.09
30086 - Engineering Technician VI	42.45
30090 - Environmental Technician	24.08
30095 - Evidence Control Specialist	25.50
30210 - Laboratory Technician	23.03
30221 - Latent Fingerprint Technician I	26.99
30222 - Latent Fingerprint Technician II	29.81
30240 - Mathematical Technician	26.62
30361 - Paralegal/Legal Assistant I	20.06
30362 - Paralegal/Legal Assistant II	24.85
30363 - Paralegal/Legal Assistant III	30.39
30364 - Paralegal/Legal Assistant IV	36.77
30375 - Petroleum Supply Specialist	31.19
30390 - Photo-Optics Technician	26.62
30395 - Radiation Control Technician	31.19
30461 - Technical Writer I	26.26
30462 - Technical Writer II	32.12
30463 - Technical Writer III	38.86
30491 - Unexploded Ordnance (UXO) Technician I	26.37
30492 - Unexploded Ordnance (UXO) Technician II	31.90
30493 - Unexploded Ordnance (UXO) Technician III	38.24
30494 - Unexploded (UXO) Safety Escort	26.37

30495 - Unexploded (UXO) Sweep Personnel	26.37
30501 - Weather Forecaster I	31.50
30502 - Weather Forecaster II	34.34
30620 - Weather Observer, Combined Upper Air Or	(see 2) 23.84
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 26.41
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.90
31020 - Bus Aide	13.25
31030 - Bus Driver	18.68
31043 - Driver Courier	16.39
31260 - Parking and Lot Attendant	10.50
31290 - Shuttle Bus Driver	17.79
31310 - Taxi Driver	14.55
31361 - Truckdriver, Light	17.79
31362 - Truckdriver, Medium	19.65
31363 - Truckdriver, Heavy	22.95
31364 - Truckdriver, Tractor-Trailer	22.95
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.55
99030 - Cashier	10.78
99050 - Desk Clerk	12.45
99095 - Embalmer	26.61
99130 - Flight Follower	26.37
99251 - Laboratory Animal Caretaker I	13.21
99252 - Laboratory Animal Caretaker II	14.20
99260 - Marketing Analyst	34.05
99310 - Mortician	29.27
99410 - Pest Controller	20.41
99510 - Photofinishing Worker	13.36
99710 - Recycling Laborer	21.18
99711 - Recycling Specialist	25.51
99730 - Refuse Collector	19.03
99810 - Sales Clerk	12.60
99820 - School Crossing Guard	14.11
99830 - Survey Party Chief	26.84
99831 - Surveying Aide	14.90
99832 - Surveying Technician	24.40
99840 - Vending Machine Attendant	15.49
99841 - Vending Machine Repairer	19.46
99842 - Vending Machine Repairer Helper	15.49

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not

list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour. Conformance may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).



U.S. Immigration
and Customs
Enforcement

September 19, 2013

The GEO Group, Inc.

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

One Park Place, Suite (b)(6); (b)(7)(C)

621 Northwest 53rd Street

Bacon Raton, FL 33487

Subject: The GEO Group, Inc. Detention Services Contracts, Incorporation of 2011 Performance Based National Detention Standards (PBNDS) National Commission on Correctional Health Care (NCCHC) Accreditation

1. The Government has reviewed your letter dated September 5, 2013 requesting an eighteen (18) month time frame to obtain 2011 Performance Based National Detention Standards National Commission on Correctional Health Care (NCCHC) accreditation for services performed at detention facilities owned or operated by The GEO Group, Inc. The Government hereby accepts your request to obtain NCCHC accreditation no later than eighteen (18) months after the date the corresponding, fully executed contract or Inter-Governmental Services Agreement (IGSA) modifications were issued to The GEO Group, Inc. implementing the 2011 PBDNS requirement.

2. The following detention facilities under contract or IGSA are approved for the eighteen (18) month NCCHC accreditation time frame starting from the date of the corresponding fully executed contract modification implementing 2011 PBNDS:

- a. South Texas Detention Complex
- b. Karnes County Civil Detention Center
- c. Denver Contract Detention Facility (Aurora)
- d. Northwest Detention Facility
- e. Broward Contract Detention Facility
- f. City of Adelanto
- g. Louisiana Economic Development Corp

3. Compliance with 2011 PBNDS standards implemented into the contract or IGSA shall remain at no additional cost to the Government. The 2011 PBNDS can be viewed at <http://www.ice.gov/detention-standards/2011/>.

4. Failure to comply with 2011 PBNDS and obtain NCCHC accreditation within the eighteen (18) month time frame may result in a negative performance assessment in the Contractor Performance Assessment Reporting System (CPARS) in accordance with the Federal Acquisition Regulation (FAR) Part 42, Contractor Performance Information.

5. Please contact the Contracting Officer listed in your contracts or IGSA or (b)(6); (b)(7)(C) Contracting Officer at (b)(6); (b)(7)(C) @ice.dhs.gov if you have questions or concerns.

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

Contracting Officer

Cc.

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

1 Attachment:
GEO Letter dated September 5, 2013

U.S. Department of Homeland Security
Office of Acquisition Management
24000 Avila Road, Suite 3104
Laguna Niguel, CA 92677



**U.S. Immigration
and Customs
Enforcement**

April 3, 2012

The GEO Group Inc
621 NW 53rd Street STE (b)(6);
Boca Raton, FL 33487-8242
Attn (b)(6); (b)(7)(C)

Subject: Implementation of 2011 Performance Based Detention Standards (PBND S)

- Encl: (a) List of PBND S 2011 optimal provisions
(b) Quality Assurance Surveillance Plan (QASP)
(c) Change Summaries
(d) Modification(s) incorporating and requiring compliance with PBND S 2011 and revised QASP.

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

As you may already know, U.S. Immigration and Customs Enforcement (ICE) recently updated the 2008 Performance-Based National Detention Standards (PBND S 2008) to PBND S 2011. The purpose of this letter is to inform you of ICE's schedule for modifying existing detention facility contracts and agreements to adhere to the provisions of PBND S 2011, and for the implementation of PBND S 2011.

It is requested that you review and sign the enclosed modification(s) incorporating PBND S 2011 and the revised QASP.

Overview of PBND S 2011

The PBND S were originally developed in September 2008 to establish the expected outcomes of a performance-based monitoring system that measures the quality of detention by clear, objective outcomes. The new standards are designed to further improve conditions of confinement and ensure greater staff and detainee safety in all of the facilities that house ICE detainees.

As in PBND S 2008, italics in PBND S 2011 are used as a means of indicating more detailed requirements for Service Processing Centers (SPCs), Contract Detention Facilities (CDFs), and Inter-Government Service Agreements (IGSAs) which operate exclusively for ICE detainees. In PBND S 2011, those more detailed provisions that are shown in italics also apply to dedicated IGSAs. This will make conditions of confinement more uniform at those facilities where only ICE detainees are housed. Non-dedicated IGSA facilities will still be exempt from the detailed

requirements, although as in the PBNDS 2008 they will be expected to meet or exceed the intent represented by these standards. Most of the provisions that were italicized in the PBNDS 2008 remain italicized in the PBNDS 2011; however, some language has been removed from italics in PBNDS 2011, making those requirements applicable to all facilities, including non-dedicated facilities.

There have been some major changes from the 2008 version of the PBNDS. A few of the more important ones are listed below.

General Concepts

- Non-mandatory, Optimal Compliance.
- Communication Assistance.

Health Care

- Medical Care.
- Women's Medical Health.
- Significant Self Harm and Suicide Prevention and Intervention.

Intake/Out-Processing and Classification

- Classification.
- Admission and Release.

Legal Access

- Access to Legal Material.
- Legal Rights Group Presentations.

Sexual Abuse

- Sexual Abuse Prevention and Intervention.
- Gender-Based Protections.

Activities

- Religious Opportunities.
- Visitation.
- Escorted Trips for Non-Medical Emergencies.

Disciplinary System

- Discipline.

Facility Management

- Staff Detainee Communication.
- Grievances.
- Staff Training.
- Interviews and Tours.

A more detailed summary of the most significant changes between PBNDS 2008 and 2011 has also been enclosed with this letter. Please bear in mind that this is not a comprehensive summary, and should not be relied upon as a substitute for reviewing the revised standards themselves. A copy of the PBNDS 2011 is electronically available at <http://www.ice.gov/detention-standards/2011/>

PBNDS 2011 Implementation Timetable

The PBNDS 2011 will be implemented in a phased manner to ensure minimal disruption to the daily operations of individual facilities. Implementation of the revised standards will begin with SPC, CDF, and dedicated IGSA facilities.

The following facilities operated by your organization have been identified for initial implementation:

Facility	Type	Contract No.
Aurora, CO	CDF	HSCEDM-11-D-00003
Northwest Detention Facility, WA	CDF	HSCEDM-10-D-00001

ICE's schedule for implementation of PBNDS 2011:

Contract Detention Facilities

- The enclosed modification(s) incorporating PBNDS 2011 and the revised QASP should be signed and received by ICE no later than **90 days** from the date of this letter.
- It is anticipated that facilities will be in full compliance with PBNDS 2011 by no later than **180 days** from the date of this letter. Beginning on this date, ICE will monitor and inspect these facilities against the PBNDS 2011 through the revised QASP.

The revised standards add a set of optimal provisions, which is necessary to attain operation at the level intended by ICE under the PBNDS 2011. A list of all PBNDS 2011 optimal provisions has been enclosed with this letter. Your facility should be brought into conformance with these requirements by the above designated effective date of compliance with the revised standards. If you do not believe that compliance with a particular optimal requirement will be possible, we encourage you to contact us for discussions with an explanation for such anticipated inability to comply prior to the due date of the modification.

The respective ICE Field Office Directors for your facilities will be reaching out to meet with you over the next several weeks to discuss the new standards, their implementation, and any other issues of mutual concern.

We continue to value our relationship as you support us in accomplishing our important mission. Our partnership with you is crucial to the success of the DHS mission to protect the United States through the fair and humane enforcement of immigration law. I look forward to a productive collaboration as we seek to implement these revised standards.

If you have any questions, do not hesitate to contact me by email at (b)(6); (b)(7)(C)@ice.dhs.gov, or by telephone at (949) 425-(b)(6); (b)(7)(C)

Respectfully,

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

ICE Office of Acquisition
Contracting Office

SUMMARY OF MAJOR CHANGES BETWEEN THE 2008 AND 2011 PERFORMANCE-BASED NATIONAL DETENTION STANDARDS

ICE's Performance-Based National Detention Standards 2011 (PBNDS 2011) are designed to better address the needs of ICE's detainee population and to tailor the conditions of immigration detention to its unique purpose, while ensuring a safe and secure detention environment for all staff and detainees.

The revised standards have been crafted to improve conditions of confinement in various ways, including by improving medical and mental health services, enhancing access to legal services and religious opportunities, improving communication with detainees with no or limited English proficiency, improving the process for reporting and responding to complaints, and increasing recreation and visitation.

Italicized Requirements

As in PBNDS 2008, italics in PBNDS 2011 are used as a means of indicating more detailed requirements for SPCs and CDFs, which operate exclusively for ICE detainees. In PBNDS 2011, those more detailed provisions that are shown in italics also apply to dedicated IGSA. This is intended to make conditions of confinement more uniform at those facilities where only ICE detainees are housed.

Non-dedicated IGSA facilities must conform to these procedures or adopt, adapt or establish alternatives, provided they meet or exceed the intent represented by these procedures.

Most of the provisions that were italicized in the PBNDS 2008 remain italicized in the PBNDS 2011; however, a number of more substantive requirements have been removed from italics in PBNDS 2011, making those requirements applicable to all facilities, including non-dedicated facilities.

Optimal Provisions

The PBNDS 2011 introduces a new concept of non-mandatory, optimal compliance. Optimal provisions in the standards are not unilaterally binding; however, implementation of these provisions furthers effective operation of a facility at the level intended by ICE under the revised standards.

The PBNDS 2011 thus allows for a range of compliance, to facilitate the immediate implementation of these standards in ICE's diverse facilities while the agency continues to lay the groundwork for future reform of the detention system.

This summary is intended to provide only an overview of major changes between the 2008 and 2011 PBNDS, and does not represent a comprehensive inventory of all changes made to the standards. The provisions of PBNDS 2011 should be considered the authoritative and binding document.

FOR OFFICIAL USE ONLY

ICE/ERO DETENTION STANDARD

1.1 EMERGENCY PLANS

The following are the major changes made to the Emergency Plans Detention Standard:

Preventive Action: A requirement was added to the standard that the facility administrator notify facility staff in a timely manner when changes are made to the facility's emergency plans.

Safe Harbors During Environmental Hazards: The standard was revised to require that designated "safe harbor" areas in SPCs, CDFs, and dedicated IGSAs have the capacity to house a large number of detainees safely and securely for two or three days, rather than two or three hours. The revised standard also adds "potable water" to the minimum list of supplies which designated safe harbors in SPCs, CDFs, and dedicated IGSAs must maintain.

ICE/ERO DETENTION STANDARD

1.2 ENVIRONMENTAL HEALTH AND SAFETY

The following are the major changes made to the Environmental Health and Safety Detention Standard:

Pests and Vermin: The revised standard adds requirements that doors to the outside be tight fitting and that door sweeps be installed to prevent the entry of vermin from outside.

Removal of Garbage and Refuse: The standard was revised to require that garbage and refuse be collected and removed from common areas "at least daily," rather than "as often as necessary."

Protective Equipment for Hazardous Materials: The revised standard requires the use of "other appropriate equipment (such as footwear, gloves, gowns, and/or aprons)" in addition to protective eye and face equipment where a reasonable probability of injury from hazardous materials exists that may be preventable by such equipment.

ICE/ERO DETENTION STANDARD

1.3 TRANSPORTATION (BY LAND)

The following are the major changes made to the Transportation (Land) Detention Standard:

Expanded Applicability: Italics were removed from sections of the Standard to make the requirements of the Standard applicable to all facilities.

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Provisions for Persons with Special Needs: Provisions were added to the Standard to require that vehicles used for transporting detainees be equipped with equipment appropriate and necessary to transport detainees with disabilities and special needs, and that vehicle crews assist detainees with disabilities and special needs to their designated seats when loading a vehicle.

Meals during Transport: The following new provisions regarding special meal considerations and documentation of meals were added:

- Special considerations shall be given to minors, pregnant female detainees, and detainees who have medical conditions.
- Meal times, the number of meals, and the number and types of meals provided shall be recorded. Officers shall also record the identifying information of any detainee who refuses a meal and that information shall be appropriately documented.

Transportation of Minors and Detainees of Opposite Gender: The following provisions were added to the Standard:

- Minors shall be separated from unrelated adults at all times during transport and seated in an area of the vehicle near officers and under their close supervision.
- Except in emergency situations, a single transportation staff member may not transport a single detainee of the opposite gender. Further, if there is an expectation that a pat down search will occur during transport, an assigned transportation staff member of the same gender as the detainee(s) must be present.

Use of Seatbelts: The revised standard adds a pre-departure vehicle check requirement to the list prescribed by PBNDS 2008, to require that where vehicles are equipped with seatbelts, detainees be properly secured before transport begins.

ICE/ERO DETENTION STANDARD

2.1 ADMISSION AND RELEASE

The following are the major changes made to the Admission and Release Detention Standard:

Expanded Applicability: Italics were removed from sections of the Standard to make the requirements of the Standard applicable to all facilities.

Free Telephone Call Upon Admission: Expected Outcomes were amended to provide that detainees be provided one free telephone call during the admission process rather than mere “access to a telephone during the admission process.”

Provisions for Disabilities and Special Needs: The following requirement was added to Expected Outcomes: “The facility shall comply with applicable federal laws to provide reasonable accommodations for detainees with disabilities and special needs.”

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Segregation Pending Classification: The requirement that each newly admitted detainee be kept separated from the general population until health, housing, and custody classification is completed was modified to impose a 12 hour time limit on such separation.

Least Intrusive Manner for Searches: Expected Outcomes were amended to require that all searches (rather than “strip searches,” as under PBNDS 2008) be conducted in the least intrusive manner possible.

Gender of Inspector for Strip Searches: Where a strip search must be conducted by a staff member of the opposite gender in the case of an emergency, the revised standard has replaced the requirement that the search be conducted with two staff members present, with a requirement that a staff member of the same gender be present. In addition, a provision was added requiring that special care be taken to ensure that transgender detainees are searched in private.

Optimal Transgender Search Provision: The following *optimal* provision regarding searches of transgender detainees was added:

- “Whenever possible, medical personnel shall be present to observe the strip search of a transgender detainee.”

Basis for Reasonable Suspicion: While PBNDS 2008 lists “the lack of identity documents, or the possession of multiple or fraudulent identity documents” as a factor upon which reasonable suspicion may be based, the Standard as revised clarifies that “[t]he lack of identity documents alone does not ordinarily constitute reasonable suspicion.”

Orientation: The following new requirement regarding the orientation provided to detainees upon admission to the facility was added to the Standard: “In all facilities, staff must demonstrate clearly to detainees how to use the telephone system to make telephone calls, including free telephone calls to consulates and free legal service providers.”

Missing Personal Property Upon Release: The following language was added to the PBNDS 2008 requirement that a Form I-387 be provided to detainees whose property is missing or unaccounted for upon release: “The detainee shall be informed as to how the property shall be returned to him/her when/if it is located. The detainee shall be provided instructions on the appropriate office to contact in order to follow-up on the government’s search for the detainee’s lost property, in accordance with standard “2.5 Funds and Personal Property.”

Releases or Removals: The PBNDS 2008 requirement that facilities “ensure that the release point is an acceptable one” was replaced with more specific provisions that: “[t]he time, point and manner of release from a facility shall be consistent with safety considerations and shall take into account special vulnerabilities,” and that “facilities must provide transportation for any detainee who is not reasonably able to walk to public transportation due to age, disability, illness, mental health or other vulnerability, or as a result of weather or other environmental conditions at the time of release that may endanger the health or safety of the detainee.” In addition, the revised standard requires that detainees be provided with a list of legal, medical, and social services that are available in the release community (in addition to a list of available shelter

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services), and that detainees be released with one set of non-institutionalized, weather-appropriate clothing.

ICE/ERO DETENTION STANDARD

2.2 CUSTODY CLASSIFICATION SYSTEM

The Title of the Standard was changed from Classification System to Custody Classification System. The following are the major changes made to the Custody Classification System Detention Standard:

Expanded Applicability: Italics were removed from some sections of the Standard to make the requirements of the Standard applicable to all facilities.

Classification Review to Include Victimization: The following provisions were added:

- Special consideration shall be given to any factor that would raise the risk of victimization or assault. Detainees who may be at risk of victimization or assault include, but are not limited to, persons who are transgendered, elderly, pregnant, physically disabled, suffering from a serious medical or mental illness, and victims of torture, trafficking, abuse, or other crimes of violence.
- When making classification and housing decisions for a transgender detainee, staff shall consider the detainee's gender self-identification and an assessment of the effects of placement on the detainee's mental health and well-being. A medical or mental health professional shall be consulted as soon as practicable on this assessment. Placement shall be consistent with the safety and security considerations of the facility.

Explicit Instructions Regarding Reclassification of Victims: Special reclassification assessments were modified to include special consideration for the victim when it is documented, suspected or reported that a detainee has been physically or sexually abused or assaulted. In these cases, the victim's perception of his/her safety and well-being should be taken into consideration.

Grounds for Reclassification: The standard was revised to permit reclassification on the following two additional grounds: where necessary at any time to correct classification errors, and where there are medically documented changes in a detainee's medical or mental health condition.

Classification Appeal: The revised standard requires that classification decisions be provided to the detainee, along with information on the appeal process, in a language and manner understood by the detainee.

Appendices: The User Manual has been replaced with Appendices 2.2.A, ICE Custody Classification Worksheet, 2.2.B, Instructions for Completing the ICE Custody Classification Worksheet, and 2.2.C., Severity of Offense Scale, and 2.2.D, Disciplinary Offenses Involving Violence or Behavior Representing a Threat to the Facility. While these appendices are similar to the ones in PBNDS 2008, there are some changes. The major changes have to do with the

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scoring of the most serious prior conviction, Security Threat Group (STG) membership, and immigration violations history. The most serious prior conviction now has a provision that lowers the score for crimes that occurred in the past. This time sensitivity is different depending on the degree of seriousness of the conviction. While gang membership could be considered in PBNDS 2008, it is now explicitly scored in the new standard. Immigration violation history has been removed and added to a flight risk scale that has been developed for the broader risk classification procedures. Escape history has been rolled into a more expansive item that also includes walk-away or attempted escape from an unsecured facility, absconding, bond breach, violations of prior voluntary departure orders or conditions of supervision, or prior revocation of supervision. In addition to prior felony convictions, the new procedure scores misdemeanor convictions as well.

ICE/ERO DETENTION STANDARD

2.3 CONTRABAND

The following are the major changes made to the Contraband Detention Standard:

Expanded Applicability: Italics were removed from some sections of the Standard to make the requirements of the Standard applicable to all facilities.

ICE/ERO DETENTION STANDARD

2.4 FACILITY SECURITY AND CONTROL

The following are the major changes made to the Facility Security and Control Detention Standard:

Expanded/Restricted Applicability: Italics were removed from some sections of the Standard to make the requirements of the Standard applicable to all facilities, and added to some sections to make the requirements of the Standard binding only for SPCs, CDFs, and dedicated IGSA.

Visitor Logs: The requirement that visitor logbooks include documentation of each visitor's immigration status (in addition to the visitor's address and relationship to the detainee) was eliminated.

Vehicle Entrance Procedures: The revised standard adds a requirement that officers check the identification of every passenger in the vehicle in addition to the driver's license whenever a vehicle enters the facility. All drivers making deliveries must now also submit to a personal search upon entry into the facility (in addition to PBNDS 2008 requirements that drivers submit to questioning about firearms, munitions, and other items considered contraband).

Searches of Detainee Housing Areas: The revised standard removes a provision stating that for searches of detainee housing areas, "[t]he detainee's presence is preferred, but not necessary."

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ICE/ERO DETENTION STANDARD

2.5 FUNDS AND PERSONAL PROPERTY

The following are the major changes made to the Funds and Personal Property Detention Standard.

Expanded Applicability: Italics were removed from sections of the Standard to make the requirements of the Standard applicable to all facilities.

Processing of Detainee Personal Property: The standard was revised to add procedures for officer and supervisor processing of detainee funds, valuables, baggage, and other personal property upon intake, release, or transfer (including procedures for investigating and reporting lost or damaged property) in non-dedicated IGSAs, based on more detailed procedures outlined in PBNDS 2008 for SPCs and CDFs.

ICE/ERO DETENTION STANDARD

2.6 HOLD ROOMS IN DETENTION FACILITIES

The following is the major change made to the Hold Rooms in Detention Facilities Detention Standard:

Expanded Applicability: Italics were removed from some sections of the Standard to make the requirements of the Standard applicable to all facilities.

Medical Visits within Two Hours: Expected Outcomes were amended to provide that individuals awaiting a medical visit will be seen within two hours, rather than “as promptly as possible.”

Availability of Potable Water: Expected Practices were modified to clarify that the water available to detainees in hold rooms must be potable.

ICE/ERO DETENTION STANDARD

2.7 KEY AND LOCK CONTROL

The following are the major changes made to the Key and Lock Control Detention Standard:

Restricted Applicability: Italics were added to sections of the Standard to make the requirements of the Standard binding only on SPCs, CDFs, and dedicated IGSA.

Emergency Access to Pharmacy: The standard was amended to clarify that in the event of a non-medical emergency that necessitates entry into the pharmacy by other than authorized

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pharmacy staff, the highest-ranking supervisor on duty may authorize *immediate* entry to the pharmacy, which should not be impeded by the Standard's documentation requirements.

ICE/ERO DETENTION STANDARD

2.8 POPULATION COUNTS

There are no major changes made to the Population Counts Detention Standard.

ICE/ERO DETENTION STANDARD

2.9 POST ORDERS

There are no major changes made to the Post Orders Detention Standard.

ICE/ERO DETENTION STANDARD

2.10 SEARCHES OF DETAINEES

The following are the major changes made to the Searches of Detainees Detention Standard:

Administration of Medication: Facilities will now be required to create written policy and procedures for the administration of medical treatment during "lock-downs."

Gender of Officer for Body Searches: The standard was modified to require that pat searches (in addition to strip searches) be conducted by staff of the same gender as the detainee, unless staff of the same gender are not present at the facility at the time the pat search is required. Where a strip search must be conducted by a staff member of the opposite gender in the case of an emergency, the revised standard has replaced the requirement that the search be conducted in private with two staff members present, with a requirement that a staff member of the same gender be present to observe the search. Finally, the revised standard adds a requirement that special care be taken to ensure that transgender detainees are searched in private.

Reasonable Suspicion Requirement for Strip Searches: A new provision was added providing that in accordance with standard "5.7 Visitation," facilities may not adopt policies permitting strip searches after contact visits in the absence of reasonable suspicion unless detainees are provided the right to choose non-contact visitation instead of contact visitation and are fully informed of such right (in a language or manner that they understand). The section was also modified to eliminate the requirement that the articulable facts supporting reasonable suspicion be documented in cases where strip searches are performed in accordance with a facility's post-contact visitation procedure. Unless there is specific and articulable suspicion that contraband has been transferred to a detainee, detainees shall not be subjected to a strip search after a visit by a consular representative, an attorney, a legal assistant working under the supervision of an attorney, or an accredited representative.

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Basis for Reasonable Suspicion: Whereas PBNDS 2008 states that the detainee's prior convictions for minor or non-violent offenses "should not ordinarily" be the only basis for reasonable suspicion, the revised standard more strongly states that such convictions "shall not" be the only basis for reasonable suspicion. In addition, while PBNDS 2008 lists "the lack of identity documents, or the possession of multiple or fraudulent identity documents" as a factor upon which reasonable suspicion may be based, the Standard as revised clarifies that "[t]he lack of identity documents alone does not ordinarily constitute reasonable suspicion."

Body Cavity Search: This section has been modified to clarify that such searches must take place in an area that affords privacy from other detainees and from facility staff who are not involved in the search.

Dry Cells: A provision was added requiring dry cells to be cleaned in accordance with new requirements in standard "1.2 Environmental Health and Safety." The language has been modified to include medical visits and monitoring which reflect the current practice at facilities. In addition, language was modified to clarify that strip searches will be conducted of an individual in a dry cell after each shift only if necessary. Finally, the status of a detainee under close observation for as long as three days must now be reviewed by medical staff as well as the administrative segregation review official.

ICE/ERO DETENTION STANDARD

2.11 SEXUAL ABUSE AND ASSAULT PREVENTION AND INTERVENTION

The following are the major changes to the Sexual Abuse Assault and Prevention Detention Standard:

Expanded Applicability: Italics were removed from sections of the Standard to make the requirements of the Standard applicable to all facilities.

Zero Tolerance Policy: Expected Outcomes and Practices were modified to require that facilities articulate and adhere to a written policy of zero tolerance for all forms of sexual abuse or assault, and that detainees and staff be informed of the zero tolerance policy.

Encouragement of Detainee Reporting: An Expected Outcome was added to PBNDS 2008 provisions: that detainees not be punished for reporting sexual abuse/assault, to state that detainees shall be encouraged to promptly report acts of harassment of a sexual nature, abuse, or signs of abuse observed.

Written Policy and Procedures Required: The following items were added to the minimum list of topics required to be covered by the facility's written policy and procedures for a Sexual Abuse or Assault Prevention and Intervention Program:

- the requirement that any allegation to staff of sexual assault or attempted sexual assault be reported immediately to a supervisor and to ERO
- data collection and reporting

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- the requirements for coordination with the ICE Office of Professional Responsibility (OPR) for investigation or referral of incidents of sexual assault to another investigative agency, and discipline and prosecution of assailants
- procedures for detainees to report allegations that allow for any staff to take a report
- the evidence protocol to be used, including access to a forensic medical exam
- procedures for coordination of internal administrative investigations with the assigned criminal investigative entity to ensure non-interference with criminal investigations
- how a victim's future medical, mental health, and legal needs (in addition to safety needs) will be addressed
- disciplinary sanctions for staff, up to and including termination when staff has violated agency sexual abuse policies
- instructions on how to contact DHS/OIG or ICE/OPR to confidentially report sexual abuse or assault
- requirement that staff of the opposite gender announce their presence upon entering detainee living areas.

While PBNDS 2008 requires that each facility administrator "consider" the resources and services available within the local community that could provide valuable expertise and support, the revised standard requires facilities administrators to maintain or attempt to enter into memoranda of understanding (MOU) or other agreements with community service providers (or, if local providers are not available, with national organizations that provide legal advocacy and confidential emotional support services for immigrant victims of crime).

Program Coordinator: The standard was revised to mandate the designation of a Sexual Abuse and Assault Prevention and Intervention Program Coordinator at all facilities (including IGSAAs), not simply SPCs and CDFs.

Definition of Detainee-on-Detainee Sexual Abuse/Assault: The definition of detainee-on-detainee sexual abuse/assault was expanded to include *attempted* sexually abusive contact in addition to completed sexually abusive contact. In addition, the qualification that "penetration, however slight, of the anal or genital opening of another person by a hand or finger or by any object," be accomplished "with an intent to abuse, humiliate, harass, degrade or arouse or gratify the sexual desire of any person" was eliminated. The act of "touching of the genitalia, anus, groin, breast, inner thighs or buttocks, either directly or through the clothing, with an intent to abuse, humiliate, harass, degrade or arouse or gratify the sexual desire of any person" was also added to the list of acts constituting detainee-on-detainee sexual abuse/assault when accomplished by force, coercion, or intimidation.

Definition of Staff-on-Detainee Sexual Abuse/Assault: "Repeated verbal statements or comments of a sexual nature to a detainee, including demeaning references to gender, derogatory comments about body or clothing, or profane or obscene language or gestures," was added to the list of acts constituting staff-on-detainee sexual abuse/assault.

Staff Training: While PBNDS 2008 mandates training on certain required topics relating to sexual abuse/assault for all staff, the revised standard provides that "the level and type of training for volunteers and contractors will be based on the services they provide and their level of

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contact with detainees” (although all volunteers and contractors who have *any* contact with detainees must be notified of the facility’s zero-tolerance policy). In addition, the revised standard adds to these required training topics “working with vulnerable populations and addressing their potential vulnerability in the general population.” Finally, the new standard also requires facilities to maintain written documentation verifying employee, volunteer, and contractor training.

Detainee Notification, Orientation and Instruction: The revised standard adds the following to the items on which detainees must be provided instruction following intake:

- In providing explanation to detainees of methods for reporting sexual abuse/assault, the DHS/OIG and ICE/OPR investigation processes specifically must be explained.
- Detainees will be informed that they can report any incident or situation regarding sexual abuse, assault or intimidation to any staff member.

Facilities will also be required to maintain documentation of detainee participation in the instruction session following intake.

In addition, facilities must post, along with the “Sexual Assault Awareness” notice (found in Appendix 2.11.C of the Standard), the name of the program coordinator and local organizations that can assist detainees who have been victims of sexual assault. This information must be provided in English and Spanish, as well as to other segments of the detainee population with limited English proficiency, through translations or oral interpretations.

Finally, various provisions were added to strengthen language assistance for limited English proficient and illiterate detainees. Where practicable, provisions for written translations will be made for other significant segments of the population with limited English proficiency. Oral interpretation or assistance shall be provided to any detainee who speaks another language in which written material has not been translated or who is illiterate.

Reclassification of Victims: The standard was amended to prohibit a detainee who has been subjected to sexual abuse or assault from being returned to general population until a proper reclassification, taking into consideration any increased vulnerability as a result of the sexual abuse or assault, has been completed.

Intervention: The following new provisions were added to the Standard:

- Facilities should use a coordinated, multidisciplinary team approach to responding to sexual abuse, such as a sexual assault response team (SART), which in accordance with community practices, includes a medical practitioner, a mental health practitioner, a security staff member and an investigator from the assigned investigative entity, as well as representatives from outside entities that provide relevant services and expertise.
- Care shall be taken to place the detainee in a supportive environment that represents the least restrictive housing option possible (e.g. protective custody). However, victims shall not be held for longer than five days in any type of administrative segregation, except in highly unusual circumstances or at the request of the detainee.

Alleged Staff Perpetrator: The standard was amended to require that individuals suspected of perpetrating such abuse be removed from all duties requiring detainee contact pending the outcome of an investigation. Where a contractor is alleged to be the perpetrator, the contractor’s

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firm will also be notified of the incident.

Investigation: A requirement was added that all investigations into alleged sexual assault be prompt, thorough, objective, and conducted by trained investigators. In addition, the facility administrator will now arrange for the victim to undergo an (off-site) forensic medical examination in all cases, rather than “based on such factors as availability of in-house expertise and general security considerations.”

Tracking Incidents of Sexual Abuse/Assault: The revised standard requires, in addition to maintenance of records relating to sexual abuse/assault incidents, that the program coordinator undertake an annual review of aggregate data and present the findings to the field office director and ICE/ERO headquarters for use in determining changes to existing policies and practices to further the goal of eliminating sexual abuse.

Appendix 2.11.C: Sexual Assault Awareness: The “Sexual Assault Awareness” notice, required to be posted in each Housing Unit Bulletin Board, was revised to include notice to detainees of their ability to place free calls to the ICE Office of Professional Responsibility, Joint Intake Center hotline number to report sexual assaults.

ICE/ERO DETENTION STANDARD

2.12 SPECIAL MANAGEMENT UNITS

The following are the major changes made to the Special Management Units Detention Standard:

Expanded Applicability: Italics were removed from some sections of the Standard to make the requirements of the Standard applicable to all facilities.

Separation of Administrative from Disciplinary Segregation: New provisions in the Standard require that the facility have provisions for separating the administrative segregation section from the disciplinary segregation section, so that detainees in administrative segregation will not be comingled with detainees in disciplinary segregation.

Provision of Segregation Order: The standard was modified to clarify that the administrative or disciplinary segregation order must be provided to the detainee in a language or manner the detainee can understand.

Review of Status in Administrative Segregation: The requirement that a supervisor conduct a review of the continued status of a detainee in administrative segregation every week after the first seven days for the first 60 days, and every 30 days thereafter, was modified to require that such review be conducted every week after the first seven days for the first 30 days, and every 10 days thereafter, at a minimum.

Review of Status in Disciplinary Segregation: A provision was added to the Standard to require the facility administrator to consider any request by the detainee to present written

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evidence or available witnesses, as well as the detainee's views, in conducting early-release recommendation reviews.

Documentation of Segregation Status Reviews: The standard was modified to add the performance of required segregation status reviews to the list of information to be recorded in the Permanent SMU Log.

Maximum Disciplinary Segregation Sanction: The maximum time that a detainee will remain in Disciplinary Segregation for a single violation was reduced from 60 days to 30 days, except in extraordinary circumstances (such as for violations of the highest offense level).

Segregation of Mentally Ill Detainees: The following language regarding segregation of mentally ill detainees was added to the Standard: "Detainees with serious mental illness may not be automatically placed in an SMU on the basis of such mental illness. Every effort shall be made to place detainees with serious mental illness in a setting in or outside of the facility in which appropriate treatment can be provided, rather than an SMU, if separation from the general population is necessary."

Use of Segregation to Protect Vulnerable Populations: Language was added to the Standard to clarify that the use of administrative segregation to protect vulnerable populations shall be restricted to those instances where reasonable efforts have been made to provide appropriate housing, and shall be made for the least amount of time practicable, when no other viable housing options exist. Detainees who have been placed in administrative segregation for protective custody purposes will have access to programs, services, visitation, counsel and other services available to the general population to the maximum extent possible.

Health Care: The standard was modified to require that, in addition to daily medical assessments for segregated detainees, where reason for concern exists, assessments be followed up with a complete evaluation by a qualified medical or mental health professional, and indicated treatment.

Cell Condition: The following provision was added to the requirement that all SMU cells be equipped with beds that securely fasten to the cell floor or wall: "SMU cells must also be conducive to maintaining a safe and secure environment for all detainees, with particular emphasis on allowing for full visibility and appropriate observation by staff and wherever possible on eliminating potential safety hazards such as sharp edges and anchoring devices."

Meals: The requirement that detainees in SMUs eat with disposable utensils was eliminated. A new provision was added to require the documentation of any deviation from the ordinary meal schedule served to the general population, including an explanation as to why the SMU did not receive the same meal.

Visitation: The following provision was added: "Where visits are restricted or disallowed, a report shall be filed with the facility administrator and ICE/ERO, and made part of the detainee's file."

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Expanded Recreation: The standard was modified to require that detainees in administrative segregation receive at least one hour per day of recreation, seven days a week, and that detainees in disciplinary segregation receive at least one hour per day of recreation, five days a week (whereas under PBNDS 2008, all detainees in SMUs receive only a minimum of one hour of recreation per day, five days a week).

ICE/ERO DETENTION STANDARD

2.13 STAFF-DETAINEE COMMUNICATION

The following are the major changes made to the Staff-Detainee Communication Detention Standard:

ICE/ERO Contact with Detainees: Some requirements solely governing visits by ICE/ERO officers were eliminated.

The following language was added: "ICE/ERO staff members shall announce their presence when entering a housing unit. The local supplement to the detainee handbook shall include contact information for ICE/ERO field office and the scheduled hours and days that ICE/ERO staff is available to be contacted by detainees at the facility. The same information shall be posted in the living areas (or "pods") of the facilities. Posted contact information shall be updated quarterly or more frequently as necessary to reflect changes in ICE/ERO personnel."

Written Detainee Requests to Staff: A provision was added requiring facilities to allow any ICE/ERO detainee dissatisfied with the facility's response to file a grievance appeal and communicate directly with ICE/ERO. The requirement that facilities maintain standard operating procedures to accommodate detainees with special assistance needs based on disability, illiteracy, or limited English proficiency, was modified to clarify that where language services are needed to communicate with a limited English proficient individual, facilities should use qualified interpretation services. In addition, records of detainee requests must now include specific reasons for why a detainee's request is urgent and requires a faster response (if applicable), the date the request was forwarded to ICE/ERO and the date it was returned (required only in IGSA's under PBNDS 2008).

ICE/ERO DETENTION STANDARD

2.14 TOOL CONTROL

There are no major changes made to the Tool Control Detention Standard.

ICE/ERO DETENTION STANDARD

2.15 USE OF FORCE AND RESTRAINTS

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The following are the major changes made to the Use of Force and Restraints Detention Standard:

Expanded Applicability: Italics were removed from sections of the Standard to make the requirements of the Standard applicable to all facilities.

DHS Use of Deadly Force Policy: The revised standard eliminates the requirement that facilities adhere to the DHS Use of Deadly Force Policy.

Use of Force as a Last Resort: The revised standard eliminates the requirement that physical force be used only as a last resort.

Use of Hard Restraints: The revised standard eliminates the requirements that hard restraints be used only after soft restraints have proven ineffective, and that facilities document attempts to first use soft restraints in use-of-force reports.

Use of Force Incidents Resulting in Injury or Claim of Injury: New provisions were added to require that a medical evaluation and appropriate care be immediately provided if the use of force results in an injury or claim of injury, expanding upon PBNDS 2008 provisions which require medical evaluation only when immediate (rather than calculated) force is used, or when four/five-point restraints are used. In addition, the staff member must immediately prepare an incident report, a copy of which will be forwarded to medical and to ICE/ERO.

Use of Deadly Force: The standard was revised to require that the use of deadly force be justified by probable cause, rather than reasonable suspicion, that a detainee poses an imminent danger of death or serious physical injury to the officer or another person.

Immediate Use of Force Documentation: The standard was revised to require that in addition to medical services, diagnosed injuries to detainees will be documented.

Prohibited Force Acts and Techniques: In addition, the following acts and techniques were rendered "generally prohibited" (unless both necessary and reasonable under the circumstances) rather than "specifically prohibited" (unless deadly force would be authorized): striking a detainee when grasping or pushing him/her would achieve the desired result; using force against a detainee offering no resistance; and restraining detainees to fixed objects not designed for restraint.

Use of Force in Special Circumstances: The standard was revised to except staff from the requirement that medical staff be consulted prior to the use of force on pregnant detainees, detainees with wounds or cuts, or detainees with special medical or mental health needs, where immediate use of force is necessary. In addition, the revised standard establishes more specific limitations on staff ability to place restraints on pregnant women or women in post-delivery recuperation, and on acceptable restraint methods, consistent with the new standard "4.4 Medical Care (Women)":

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A pregnant woman or woman in post-delivery recuperation shall not be restrained absent truly extraordinary circumstances that render restraints absolutely necessary as documented by a supervisor or directed by the on-site medical authority. This general prohibition on restraints applies to all pregnant women in the custody of ICE, whether during transport, in a detention facility, or at an outside medical facility. Restraints are never permitted on women who are in active labor or delivery.

Restraints shall not be considered as an option, unless one or more of the following applies:

- A medical officer has directed the use of restraints for medical reasons;
- Credible, reasonable grounds exist to believe the detainee presents an immediate and serious threat of hurting herself, staff or others; or
- Reasonable grounds exist to believe the detainee presents an immediate and credible risk of escape that cannot be reasonably minimized through any other method.

In the rare event that one of the above situations applies, medical staff shall determine the safest method and duration for the use of restraints and the least restrictive restraints necessary shall be used.

Even in the extraordinary circumstance when restraints are deemed necessary, no detainee known to be pregnant shall be restrained in a face-down position with four-point restraints, on her back, or in a restraint belt that constricts the area of the pregnancy. All attempts will be made to ensure that the detainee is placed on her left side if she is immobilized.

Calculated Use of Force Documentation: The following requirement for SPCs/CDFs was deleted: "Written documentation shall include a 'Use of Force' form and memorandum reporting staff actions, reactions, and responses during the confrontation-avoidance process."

Maintenance of Audiovisual Records: The minimum amount of time for which audiovisual records of use-of-force incidents must be catalogued and preserved was extended from 30 months to six years.

Four/Five-Point Restraints: A new provision was added requiring that where four/five-point restraints are used for more than eight hours, a mental health assessment be conducted by a qualified mental health professional as soon as possible, and by a qualified health professional on a regular basis afterward.

ICE/ERO DETENTION STANDARD

3.1 DISCIPLINARY SYSTEM

The following are the major changes made to the Disciplinary System Detention Standard:

Expanded Applicability: Italics were removed from some sections of the Standard to make the requirements of the Standard applicable to all facilities.

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Imposition of Sanctions Review: Disciplinary sanctions must now be approved by the facility administrator and reviewed by the Field Office Director.

Advisement of Rights, Mentally Ill or Incapacitated: If any officer at any stage of the discipline process has reason to believe that the detainee is mentally ill or mentally incompetent, the detention facility shall provide for an assessment by qualified medical personnel.

Duration of Sanctions: Time in segregation or the withholding of privileges after a hearing shall not exceed 30 days per violation, except in extraordinary circumstances (under PBNDS 2008, the limit is 60 days per violation). In addition, the revised standard requires that a detainee be removed from segregation if a health care professional concludes that continued segregation is detrimental to the detainee's medical or mental health (whereas PBNDS 2008 merely permits a detainee's removal from segregation for this reason).

ICE/ERO DETENTION STANDARD

4.1 FOOD SERVICE

The following are the major changes made to the Food Service Detention Standard:

Expanded Applicability: Italics were removed from sections of the Standard to make the requirements of the Standard applicable to all facilities.

Availability of Water in Food Service Dining Rooms: A requirement that "clean, potable drinking water" be available during meals was added.

Dining Room Hours: The following requirement was deleted from the Standard: "In the interest of efficiency, security and economy in operations, detainee dining room hours shall not exceed the time required to serve all meals."

Hot Entrée Availability for Religious/Special Diets: The standard was modified to require that hot entrées for religious/special diets be offered "daily" rather than "three times a week."

Language Assistance: Provisions were added to require that detainees be provided with information about the availability of religious and special diets in a language or manner they can understand, and receive oral interpretation or written assistance as necessary to complete forms for participating in or withdrawing from the common fare program.

ICE/ERO DETENTION STANDARD

4.2 HUNGER STRIKES

The following are the major changes made to the Hunger Strike Detention Standard:

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Medical Evaluation: The standard was modified to allow facility staff to refer a detainee for medical evaluation and possible treatment even prior to the point at which the detainee will not have eaten for 72 hours.

Notification to IHSC: The revised standard provides that IHSC (in addition to the FOD) will be immediately notified when a detainee is on a hunger strike.

Refusal of Treatment: The standard was modified to clarify that detainees refusing medical evaluation or treatment must be asked to sign a Refusal of Treatment form, and that if the detainee refuses to sign, facility staff must note this on the form. If a detainee refuses treatment, medical staff must monitor the detainee to determine whether the hunger strike poses a risk to the life or permanent health of the detainee.

Release from Treatment: The standard was modified to clarify that only a physician (rather than the clinical medical authority) can order the termination of hunger strike treatment.

ICE/ERO DETENTION STANDARD

4.3 MEDICAL CARE

The following are the major changes made to the Medical Care Detention Standard:

Optimal NCCHC Compliance Expected Outcome: An *optimal* Expected Outcome was added as follows:

- “Medical facilities within the detention facility shall achieve and maintain current accreditation with the standards of the National Commission on Correctional Health Care (NCCHC), and shall maintain compliance with those standards.”

Required Qualifications for Medical Personnel: The standard was modified to require the clinical medical authority (CMA) to be a medical doctor (MD) or doctor of osteopathy (DO), rather than “a physician, licensed independent practitioner, or other clinically trained professional designated by a physician to have final medical decision-making authority.” The revised standard also clarifies that a restricted license does not suffice for medical personnel, and includes a requirement that copies of documents verifying medical staff’s licensing, certification, credentials, and/or registration in compliance with applicable state and federal requirements be maintained on site and readily available for review.

Medical and Mental Health Screening of New Arrivals: The standard was modified to require that any detainee indicating a known acute or emergent medical condition or demonstrating a clinically significant finding as a result of the initial screening be evaluated by a qualified, licensed health care provider as quickly as possible, but in no later than two working days. The section also adds a requirement that for intra-system transfers, a qualified health care professional review the detainee’s health record or health summary within 12 hours of arrival to ensure continuity of care.

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New Screening Inquiries: The following new medical and mental health screening inquiries are required by the revised standard:

- Inquiry into a transgender detainee's gender self-identification and history of transition-related care, when a detainee self-identifies as transgender;
- Past hospitalizations;
- Chronic illness (including, but not limited to, hypertension and diabetes); and
- Dietary needs

Classification: An Expected Outcome was added requiring medical staff to classify each detainee on the basis of medical and mental health needs.

Screening and Treatment for Gender-Based Abuse: An Expected Outcome was added requiring that all detainees receive medical and mental health screenings, interventions, and treatments for gender-based abuse and/or violence, including sexual assault and domestic violence. In addition, the revised standard provides that victims of sexual abuse shall have timely access to emergency medical treatment and crisis intervention services in accordance with the Standard on Sexual Abuse and Assault, Prevention, and Intervention.

Gender of Health Care Provider: The standard was modified to accommodate a detainee's request to see a health care provider of a particular gender whenever possible.

Medical/Psychiatric Alerts and Holds: A new section was added to clarify the requirement that medical staff place a medical alert on any detainee with a serious medical or mental health condition or who otherwise requires special or close medical care, and a medical hold on any detainee whose condition is furthermore determined to be serious enough to require medical clearance prior to transfer or removal. The section now also requires medical staff to notify ICE of any medical alerts placed on a detainee to be transferred, so that ICE may take into consideration issues relating to continuity of care in making transfer and removal decisions.

Mental Health Care: The requirement that detainees with identified mental health needs be referred to a mental health provider for a mental health evaluation was modified to require that such detainees receive an evaluation within 72 hours rather than 14 days of referral. In addition, provisions were added to require regular evaluation of detainees prescribed psychiatric medications to ensure proper treatment and dosage, and to prohibit the use of medical isolation as a punitive measure. Facilities will also be required to have a mental health staffing component on call to respond to the needs of the detainee population 24 hours a day, seven days a week.

Involuntary Administration of Psychotropic Medication: The standard was modified to clarify that medical staff need not follow all record reviewing, documentation, and notification requirements prior to involuntarily administering psychotropic medication to a detainee in the case of a declared medical emergency.

Dental Treatment: The standard was modified to clarify that only licensed dental personnel will be permitted to conduct dental exams and treatment.

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Sick Call: The standard was modified to require that sick call requests be triaged by medical personnel within 24 hours, rather than 48 hours, after a detainee submits the request.

Delivery of Medication: Provisions were added to require that:

- Prescribed medications and medically necessary treatments be provided to detainees on schedule and without interruption, absent exigent circumstances.
- Detainees who arrive at a detention facility with prescribed medications or who report being on such medications be evaluated by a qualified health care professional as soon as possible, but not later than 24 hours after arrival, and that provisions be made to secure medically necessary medications.
- Detainees not be charged for any medical services to include pharmaceuticals dispensed by medical personnel

Substance Dependence and Detoxification: A provision was added to require that detainees experiencing severe, life-threatening intoxication or withdrawal be immediately transferred to an emergency department for evaluation.

Special Needs: A provision was added to require that detainees be provided medical prosthetic devices or other impairments aids (such as eyeglasses, hearing aids, or wheelchairs) consistent with the IHSC Detainee Covered Services Package. In addition, provisions regarding transgender detainees were added requiring that transgender detainees who were already receiving hormone therapy when taken into ICE custody be provided continued access, as well as other transgender-related health care and medication based on medical need, and that treatment follow accepted guidelines regarding medically necessary transition-related care.

Medical Care for Detainees with HIV/AIDS: A requirement was added that facilities provide detainees diagnosed with HIV/AIDS medical care consistent with national recommendations and guidelines disseminated through the U.S. Department of Health and Human Services, the CDC, and the Infectious Diseases Society of America.

Placement in Medical Housing: The standard was revised to require that consideration be given to a detainee's age, gender, medical requirements and custody classification in admitting detainees to medical housing areas that are separated from other housing areas, and that prior to placing a mentally ill detainee in medical housing, a determination be made by a medical or mental health professional that such placement is medically necessary.

Restraints: A provision was added permitting any qualified medical personnel (rather than the facility's CMA or designee) to apply restraints in the absence of the CMA upon declaration of a medical emergency, provided that approval is obtained from the CMA or designee within one hour of the initiation of emergency restraints.

Informed Consent and Involuntary Treatment: The revised standard clarifies the circumstances under which a separate documented informed consent (beyond the general consent obtained upon a detainee's arrival at a facility) will be required: "A separate documented informed consent is required for invasive procedures, including surgeries, invasive diagnostic

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tests, and dental extractions. Prior to the administration of psychotropic medications, a separate documented informed consent, that includes a description of the medication's side effects, shall be obtained." Provisions were also added to require that medical staff ensure that detainees' questions regarding recommended treatment are answered by appropriate medical personnel, and that facilities make efforts to involve trusted individuals such as clergy or family members in the event that a detainee refuses treatment. Finally, PBNDS 2008 provisions authorizing the segregation for medical reasons of a detainee who refuses examination or treatment were modified to clarify that such segregation shall occur only after determination by a component mental health professional that the segregation will not adversely affect the detainee's mental health.

Language Assistance: The following new section on Translation and Language Access for Detainees with Limited English Proficiency was added to the Standard:

"All facilities housing ICE detainees will receive guidance on accessing ICE approved language interpretation lines, as well as the proper means for documenting the use of professional interpretation and/or translation services.

Facilities shall provide appropriate interpretation and language services for LEP detainees related to medical and mental health care. Where appropriate staff interpretation is not available, facilities will make use of professional interpretation services. Detainees shall not be used for interpretation services during any medical or mental health service. Interpretation and translation services by other detainees shall only be provided in an emergency medical situation.

Facilities shall post signs in medical intake areas in the major languages spoken by the detainee population listing what language assistance is available during any medical or mental health treatment, diagnostic test, or evaluation."

Release of Medical Records: A provision was added to require that detainees be informed that if they are released or removed from custody prior to laboratory results being evaluated, the results shall be made available to them by contacting the detention facility and providing a release of information consent.

Transfer, Release, and Removal of Detainees: PBNDS 2008 requirements relating to continuity of care were modified so that:

- Upon receiving notification that a detainee is to be transferred, appropriate medical staff at the sending facility must notify the facility administrator of any medical/psychiatric alerts or holds that have been assigned to the detainee, as reflected in the detainee's medical records. The facility administrator is responsible for providing notice to ICE/ERO of any medical alerts or holds placed on a detainee that is to be transferred.
- Detainees placed in a medical hold status must be evaluated and cleared a by a licensed independent practitioner (rather than any medical staff) prior to transfer or removal
- When a detainee is transferred within the IHSC system, ICE must ensure that a Medical Transfer Summary and copy of the detainee's full medical record (rather

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- than of “all relevant medical records”) accompanies the detainee.
- When a detainee is transferred to an IGSA detention facility, the sending facility must ensure that a Medical Transfer Summary accompanies the detainee, and a copy of the detainee’s full medical record unless extenuating circumstances make this impossible.
 - Upon transfer of a detainee to another facility, the medical provider must provide a 30 day supply of TB or HIV/AIDS medications (rather than 15 days or 7 days, respectively) to accompany the detainee.
 - Detainees released or removed will receive a discharge treatment plan to ensure continuity of care, a full copy of their medical records, medication, a 30-day supply of medication as ordered by the prescribing authority, and referrals to community-based providers as medically appropriate.

Tele-Health Systems: A new section was added requiring that facilities maintain staff and equipment for the provision of tele-health services in coordination with ICE Tele-Health Systems as guided by state and federal requirements and restrictions.

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4.4 MEDICAL CARE (WOMEN)

A new Women’s Medical Care Standard was devised to deliver the appropriate and necessary medical and mental health services to female detainees.

Major provisions in this Standard not contained within the PBNDS 2008 Medical Care standard include:

Optimal NCCHC Compliance Expected Outcome: The following *optimal* Expected Outcome was added:

- “The facility’s provision of gynecological and obstetrical health care shall be in compliance with standards set by the National Commission on Correctional Health Care (NCCHC).”

Intake Health Assessment: If the initial medical intake screening indicates the possibility of pregnancy, recent sexual assault, violence or history of mental health illness, an initial health appraisal shall be completed as soon as possible, but no more than 24 hours after arrival. In addition to the criteria listed on the health assessment form, the evaluation shall inquire about the following:

- pregnancy testing and documented results;
- if the detainee is currently nursing (breastfeeding);
- use of contraception;
- reproductive history (number of pregnancies, number of live births, number of spontaneous/elective abortions, pregnancy complications, etc.);
- menstrual cycle;
- history of breast and gynecological problems;
- family history of breast and gynecological problems; and

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- any history of physical or sexual victimization and when the incident occurred.

A pelvic and breast examination, pap test, baseline mammography and sexually transmitted disease (STD) screening shall be offered and provided as deemed appropriate or necessary by the medical provider.

Restraint of Pregnant Women: A pregnant woman or woman in post-delivery recuperation shall not be restrained absent truly extraordinary circumstances that render restraints absolutely necessary as documented by a supervisor or directed by the on-site medical authority. This general prohibition on restraints applies to all pregnant women in the custody of ICE, whether during transport, in a detention facility, or at an outside medical facility. Restraints are never permitted on women who are in active labor or delivery.

Restraints shall not be considered as an option, unless one or more of the following applies:

- A medical officer has directed the use of restraints for medical reasons;
- Credible, reasonable grounds exist to believe the detainee presents an immediate and serious threat of hurting herself, staff or others; or
- Reasonable grounds exist to believe the detainee presents an immediate and credible risk of escape that cannot be reasonably minimized through any other method.

In the rare event that one of the above situations applies, medical staff shall determine the safest method and duration for the use of restraints and the least restrictive restraints necessary shall be used.

Even in the extraordinary circumstance when restraints are deemed necessary, no detainee known to be pregnant shall be restrained in a face-down position with four-point restraints, on her back, or in a restraint belt that constricts the area of the pregnancy. All attempts will be made to ensure that the detainee is placed on her left side if she is immobilized.

Abortion Access: In the event that continued detention of a pregnant woman is necessary and appropriate, and consistent with the practices of ICE's federal partners, if the life of the mother would be endangered by carrying a fetus to term, or in the case of rape or incest, ICE will assume the costs associated with a female detainee's decision to terminate a pregnancy.

Mental Health Services: In addition to mental health services offered to all detainees, mental health assessments shall be offered to any detainee who has recently given birth, miscarried or terminated a pregnancy.

ICE/ERO DETENTION STANDARD

4.5 PERSONAL HYGIENE

The following are the major changes to the Personal Hygiene Detention Standard:

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Expanded Applicability: Italics were removed from sections of the Standard to make the requirements of the Standard applicable to all facilities.

Supply and Issuance of Clothing: The standard was modified so that both clothing and shoes that are lost, unserviceable, indelibly stained, or bear offensive or otherwise unauthorized markings shall be replaced as soon as practicable, and so that “two brassieres, as appropriate” will be added to the standard issue of clothing. In addition, a provision was added to permit the additional exchange of bedding, linens, towels, or outer garments beyond the minimum exchange requirements, if necessary for health or sanitation reasons.

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4.6 SIGNIFICANT SELF-HARM AND SUICIDE PREVENTION AND INTERVENTION

The following are the major changes made to the Significant Self-Harm and Suicide Prevention and Intervention Detention Standard:

Significant Self-Harm Prevention and Intervention: The standard was modified throughout to clarify that the provisions within apply to ensure prevention and intervention in cases of significant self-harm in addition to suicide.

Optimal NCCHC Compliance Expected Outcome: An *optimal* Expected Outcome was added as follows:

- “The facility shall be in compliance with standards set by the National Commission on Correctional Health Care (NCCHC) in its provision of preventive supervision, treatment, and therapeutic follow-up for clinically suicidal detainees or detainees at risk for significant self-harm.”

Staff Training: The standard was modified to require a minimum of eight hours of training initially during orientation and repeated at least annually for all staff responsible for supervising detainees. Staff training requirements were also expanded to include:

- Environmental concerns: why the environments of detention facilities are conducive to suicidal behavior.
- First Aid training: standard first aid training, cardiopulmonary resuscitation (CPR) training, and training in the use of emergency equipment (that may be located in each housing area of the detention facility).
- Liability: liability issues associated with detainee suicide.

The revised standard also specifies that staff should not rely on “contracting for safety” (i.e. requesting that a detainee promise not to engage in suicidal behavior) as a method of suicide prevention.

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Identification of Risk of Harm: A provision was added to require that qualified, on-call clinical medical staff be available 24 hours per day for immediate consultation.

Hospitalization: The standard was modified to clarify that when medical staff determine a detainee who is at imminent risk of bodily injury or death should be hospitalized for evaluation and/or treatment, it may be necessary to petition an appropriate federal court to intervene not only in cases in which the detainee is mentally competent and refuses, but also where the detainee is mentally incompetent.

Housing and Monitoring: Language was added to require that if a staff member identifies a detainee who is at risk of significant self-harm or suicide, the detainee be placed on suicide precautions and immediately referred to a qualified mental health professional. With regard to housing conditions, the revised standard also clarifies the PBNDS 2008 requirement that suicidal detainees be housed “in a room that has been made as suicide-resistant as possible . . . with no objects that could pose a threat to the detainee’s safety,” with more specific provisions that suicidal detainees be housed “in a setting that minimizes opportunities for self-harm” and, when in an isolation setting, a room that is “free of objects or structural elements that could facilitate a suicide attempt.” A suicidal detainee may be placed in an SMU only if provided space has been approved for this purpose by medical staff and such space allows for unobstructed observation.

The standard was also modified to clarify that only those suicidal detainees placed in an isolated confinement setting by a qualified mental health professional require constant one-to-one observation, documented at least every 15 minutes. Detainees on suicide precautions who have not been placed in an isolated confinement setting by a qualified mental health professional will receive close (rather than constant) observation, documented at staggered intervals not to exceed 15 minutes. The revised standard also requires checks at least every 8 hours by clinical staff, and daily mental health treatment by a qualified clinician, for all detainees on suicide precautions (regardless of housing placement).

While PBNDS 2008 requires that detainees are to be provided an alternative garment that promotes detainee and staff safety while preventing the humiliation and degradation of the detainee (where standard-issue clothing presents a security or medical risk), the revised standard more specifically states that detainees should be provided “suicide smocks” to wear when medically indicated, and also clarifies that under no circumstances shall detainees be held without clothing.

In addition, the following new provisions were added:

- **“No Excessive Deprivations:** Deprivations and restrictions placed on suicidal detainees need to be kept at a minimum. Suicidal detainees may be discouraged from expressing their intentions if the consequences of reporting those intentions are unpleasant or understood to result in punitive treatment or punishment. Placing suicidal detainees in conditions of confinement that are worse than those experienced by the general population detainees can result in the detainee not discussing his or her suicidal intentions and falsely showing an appearance of getting well fast.”

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- **“Transfer to an Outside Facility:** Any detainee who is believed to be in need of seclusion, and/or restraint due to self-harming or suicidal behavior should be transferred to a psychiatric facility, if deemed medically necessary to appropriately treat the needs of the detainee.”

Mortality Review Process: The standard was modified to provide specific elements that must be included in mortality review processes: “circumstances surrounding the incident, facility procedures relevant to the incident, training of staff, medical/mental health reports, identification of possible precipitating factors, recommendations for changes in response to the incident (e.g. policy, training or re-training, counseling, reprimand or discipline of staff identified as failing to follow suicide prevention procedures, physical plant, medical or mental health services and operational procedures).”

Debriefing: The requirement that a critical incident debriefing be offered to all affected staff and detainees was modified to require that such debriefing be offered within 24 to 72 hours after the critical incident.

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4.7 TERMINAL ILLNESS, ADVANCE DIRECTIVES, AND DEATH

The following are the major changes made to the Terminal Illness, Advanced Directives and Death Detention Standard:

Optimal NCCHC Compliance Expected Outcome: An *optimal* Expected Outcome was added as follows:

- “The facility shall be in compliance with standards set by the National Commission on Correctional Health Care (NCCHC) in its provision of medical care to terminally ill detainees.”

Elimination of Applicability to Fatal Injury: References to health care services for “fatal injuries” were eliminated to clarify that the provisions of the Standard do not apply to fatal injuries.

Notification to IHSC of Life-Threatening Condition: The standard was modified to require that the facility administrator or designee immediately notify IHSC in addition to ICE/ERO when a detainee’s medical condition becomes life-threatening.

Living Wills and Advance Directives: The standard was modified to clarify that detainees will be offered access to forms or other related materials on advance directives or living wills (including appropriate translation services when needed) once diagnosed as having a terminal illness or remaining life expectancy of less than one year, and that these detainees may also request this material at any other time.

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Notification of Detainee Death: Specific requirements for notifying ICE/ERO officials, next-of-kin, IHSC, DHS/OIG, and consulate officials in the event of a detainee death were replaced with a general requirement that facilities follow the 2009 ICE Directive on Notification and Reporting of Detainee Deaths.

Disposition of Property: The PBNDS 2008 requirement that facilities turn over property of the decedent to ICE/ERO for processing and disposition was modified to clarify that such turnover must occur within one week. In addition, a provision was added requiring that all property of a decedent be returned within two weeks to the detainee's next of kin, unless the property is being held as part of an investigation into the circumstances of death.

ICE/ERO DETENTION STANDARD

5.1 CORRESPONDENCE AND OTHER MAIL

The following are the major changes made to the Correspondence and Other Mail Detention Standard:

Expanded Applicability: Italics were removed from sections of the Standard to make the requirements of the Standard applicable to all facilities.

Postage at Government Expense for Indigent Detainees: The following provision was added: "Each facility shall have written procedures that explain how indigent detainees can request postage at government expense. Such procedures shall also be posted in a common area where all detainees can view them."

Contraband Considerations: The following was added: "Newspaper articles that depict or describe violence in a detainee's country of origin may be relevant to a detainee's legal proceeding and should not automatically be considered contraband."

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5.2 TRIPS FOR NON-MEDICAL EMERGENCIES

The following are the major changes made to the Standard on Escorted Trips for Non-Medical Emergencies:

Attendance at Family-Related State Court Proceedings: Provisions were added to allow detainees to attend family-related state court proceedings in accordance with escort procedures for non-medical emergencies, in addition to visiting critically ill members of their immediate families and attending their funerals.

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Accommodations for Detainees with Mental Disabilities: The standard was revised to require escorts to ensure that reasonable accommodations are provided for detainees with mental as well as physical disabilities.

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5.3 MARRIAGE REQUESTS

The following are the major changes made to the Marriage Requests Detention Standard:

ICE/ERO Personnel as Witnesses: A provision was added to the Standard to prohibit ICE/ERO personnel from serving as witnesses in marriage ceremonies.

Use of Transfers to Prevent Marriages: The standard was amended to prohibit the use of transfers solely to prevent a marriage.

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5.4 RECREATION

The following are the major changes made to the Recreation Detention Standard:

Expanded Recreation for General Populations: The standard was modified to encourage facilities lacking outdoor recreation to explore other, secure outdoor areas on facility grounds for recreational use. In addition, the Standard now requires indoor recreation to be available. During inclement weather, detainees must also have access to indoor recreational opportunities, preferably with access to natural light.

Optimal Recreation for General Populations: *Optimal* Expected Outcome and Expected Practice provisions were added as follows:

- “Detainees shall have at least four hours a day access, seven days a week, to outdoor recreation, weather and scheduling permitted. Outdoor recreation shall support leisure activities, outdoor sports and exercise as referenced and defined by the National Commission on Correctional Health Care Standards, provided outside the confines of the housing structure and/or other solid enclosures.”
- “Detainees in the general population shall have access at least four hours a day, seven days a week to outdoor recreation, weather and scheduling permitted. Daily indoor recreation shall also be available. During inclement weather, detainees shall have access to indoor recreational opportunities with access to natural light.”

Expanded Recreation for a Special Management Unit (SMU): The standard was modified to require that detainees in administrative segregation receive at least one hour per day of recreation, seven days a week (whereas under PBNDS 2008, all detainees in SMUs receive only a minimum of one hour of recreation per day, five days a week). In addition, the concurrence of

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the facility administrator will be required to deny recreation privileges to a detainee in SMU for more than 7 days (rather than 15 days, as under the PBNDS 2008 Recreation standard). Finally, each detainee in a Special Management Unit (SMU) must be offered access to exercise opportunities and equipment and outdoors, when practicable, unless documented security, safety or medical considerations dictate otherwise.

Optimal Recreation for a Special Management Unit (SMU): The following *optimal* provisions were added to the Standard:

- Administrative SMU: “Facilities operating at the optimal level will offer detainees at least two hours of recreation or exercise per day, seven days a week.”
- Disciplinary SMU: “Facilities operating at the optimal level will offer detainees at least one hour of recreation or exercise per day, seven days a week.”

Transfer Options: The standard was modified to allow detainees housed for more than 10 days (rather than 45 days) in a facility that provides neither indoor nor outdoor recreation to be eligible for voluntary transfer to a facility that does provide recreation, and to allow detainees housed for more than 3 months (rather than 6 months) in a facility that provides only indoor recreation to be eligible for voluntary transfer to a facility that provides outdoor recreation.

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5.5 RELIGIOUS PRACTICES

The following are the major changes made to the Religious Practices Detention Standard:

Expanded Applicability: Italics were removed from sections of the Standard to make the requirements of the Standard applicable to all facilities.

Opportunities to Practice Religion not Limited to Practices Deemed Essential to that Faith: A modification has been made to clarify that detainees’ opportunities to participate in practices of their religious faiths are not limited to those practices that are deemed essential to that faith.

Chaplains or Other Religious Services Coordinators: The standard was modified to provide that in lieu of clinical pastoral education or specialized training and endorsement by the appropriate religious-certifying body, the facility administrator may accept, as adequate qualification for a chaplain, documentation of the individual’s recognized religious or ministerial position in the faith community. In addition, the revised standard requires that where a facility has a religious services coordinator rather than a chaplain, that the coordinator have the necessary training to connect detainees with a broad range of religious services, and be prepared to arrange religious services for multiple faith traditions and connect incoming detainees with resources and services specific to the detainee’s particular faith.

Recruitment of External Clergy or Religious Services Providers: The standard was modified to clarify that in the event that detainee faiths are not directly represented by facility chaplaincy staff, the burden of contacting external clergy or religious services providers to deliver services

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does not fall upon detainees; rather, it is the duty of the facility chaplain or other religious services coordinator to make documented efforts to recruit external clergy or religious service providers to provide services to adherents of faith traditions not directly represented by chaplaincy staff.

Effect of Religious Services on Non-Participating Detainees: Language has been added to specifically prohibit chaplains, religious services coordinators and volunteers from providing unsolicited religious services or counseling to detainees. In addition, the Standard now requires that efforts be made to allow for religious practice in a manner that will not adversely affect detainees not participating in the practice, and clarifies that detainees cannot be required to participate in or attend a religious activity in order to receive a service of the facility or participate in other, non-religious activities.

Schedules and Facilities: The standard was modified to require that chaplains or religious services coordinators not ordinarily schedule religious services to conflict with meal times. In addition, a provision was added to permit detainees opportunities for outside worship, prayer, and meditation, if outdoor recreation is available at the facility.

Religious Property and Personal Care: The following provisions were added to the Standard:

- Consistent with safety, security and the orderly operation of the facility, the facility shall not cut or shave religiously significant hair.
- Religious headwear and other religious property shall be handled with respect at all times, including during the in-take process.

An appendix has also been added that provides examples of religious headwear, garments and other religious property.

Death or Serious Illness of Family Members: A new section has been added requiring facility administrators to establish procedures to involve the chaplain or religious services coordinator in notifying detainees of serious illness or death of their family members.

ICE/ERO DETENTION STANDARD

5.6 TELEPHONE ACCESS

The following are the major changes made to the Telephone Access Detention Standard:

Optimal Number of Telephones: The following *optimal* provision was added to the Standard:

- “Facilities shall be operating at the optimal level when at least one telephone is provided for every ten (10) detainees.”

Costs for Telephone Service: A provision was added to encourage facility administrators to explore the use of new technologies which can facilitate the provision of cost effective means for enhancing detainees’ ability to communicate by telephone, such as, and not limited to, wireless and/or internet communications.

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Notice to Detainees of Telephone Access Rules: New provisions were added to the Standard to require facilities to post a list of card and calling rates in each housing unit, and to post telephone access hours near telephones.

Maintenance: A requirement was added for facility staff to notify detainees and ICE/ERO free legal service providers of the procedures for reporting problems with telephones.

Suspension of Telephone Access: The standard was modified to require that where telephone access is suspended during an emergency, ICE/ERO be notified if the suspension exceeds 12 hours.

Free or Direct Calls: The list of entities to which detainees can place direct calls was expanded to include federal, state, or local government offices to obtain documents relevant to detainees' immigration cases. The standard was also modified to add the ICE/OPR Joint Intake Center (JIC) to the list of parties to which detainees can make free calls.

International Calls: A provision was added to the Standard to require facilities to provide detainees with access to international telephone service.

Telephone Access in Special Management Units: This standard was modified to require that even where telephone access is reasonably restricted for detainees in SMUs, detainees and their legal counsel must nevertheless be accommodated so that they are able to communicate effectively with each other, and detainees must be permitted continued telephone access for all legal calls, and to courts, government offices (including the DHS Joint Intake Center and the DHS Office of Inspector General), embassies, and consulates.

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5.7 VISITATION

The following are the major changes made to the Visitation Detention Standard:

Expanded Applicability: Italics were removed from sections of the Standard to make the requirements of the Standard applicable to all facilities.

Contact Visitation: An Expected Outcome was added, stating that: "Facilities are encouraged to provide opportunities for both contact and non-contact visitation with approved visitors during both day and evening hours."

Length of Visits and Visiting Hours: The minimum duration for a visit was increased from 30 minutes to "the maximum period practicable but not less than one hour with special consideration given to family circumstances and individuals who have traveled long distances," under normal conditions. In addition, a provision was added requiring facilities, to the extent practicable, to establish visiting hours on weekdays and during evening hours.

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Incoming Property for Detainees: Telephone calling cards were added to the list of personal property items that detainees may receive from visitors.

Visitation by Minors: The following language was added to expand detainee visitation opportunities with minor children: "Facilities should have provisions to allow for contact or non-contact visitation with minor children, stepchildren and foster children. Facilities that allow visitations by minor children, stepchildren and foster children should try to facilitate contact visitation when possible. Facilities should allow detainees to see their minor children as soon as possible after admission. Generous time allotments for visitation with minor children are recommended."

Visitor Identification: A provision was added clarifying that visitors shall not be precluded from visiting a detainee solely because of a past conviction, although facilities may exclude visitors based on an examination of the underlying conduct of the conviction.

Post-Contact Visitation Searches: The revised standard incorporates specific factors to be taken into consideration in determining whether and how to search detainees upon exiting contact visitation: "the nature of the facility; whether the facility houses detainees pending trial for violent or drug related crimes; the availability of appropriate screening devices and monitoring technology; and/or concern for contraband entering the facility." Additionally, the PBNDS 2008 requirement that facilities provide a non-contact visitation option if they adopt a policy permitting strip searches after contact visits with legal representatives in the absence of reasonable suspicion, was broadened to apply if the facility adopts such a policy regarding contact visits generally (rather than with legal representatives in particular). This revised requirement also requires that detainees be fully informed of that non-contact visitation option and the policy generally in a language or manner they understand.

Visits for Detainees in Segregation: A requirement was added that any restriction or denial of visits for detainees in segregation be documented in writing.

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5.8 VOLUNTARY WORK PROGRAM

The following are the major changes made to the Voluntary Work Program Detention Standard:

Expanded Applicability: Italics were removed from sections of the Standard to make the requirements of the Standard applicable to all facilities.

Detainee Classification Level: The requirement that a facility be able to establish the classification level in which the detainee belongs in order for a detainee to be eligible for the voluntary work program was expanded from only those facilities that detain criminal aliens to all facilities.

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Compensation: The required compensation for work was increased from \$1.00 per day to “at least \$1.00 per day.”

Removal of Detainee from Work Detail: A provision was added permitting detainees to file a grievance to the local field office director or facility administrator if they believe they were unfairly removed from work.

ICE/ERO DETENTION STANDARD

6.1 DETAINEE HANDBOOK

The following are the major changes made to the Detainee Handbook Detention Standard:

Contents of Local Supplement: The revised standard adds the following two items to the list of matters to be addressed by the local detainee handbook supplement: “access to legal counsel” and “visitation.” This list was also updated to incorporate additional existing and new requirements for content to be included in the local supplement that are contained in other detention standards, including specific information about:

- the facility’s policies and procedures relating to personal property (as required by Standard 2.5);
- the facility’s zero tolerance policy for sexual abuse and assault;
- procedures for submitting written questions, requests, or concerns to ICE/ERO staff, and the availability of assistance to prepare such requests;
- the scheduled hours and days that ICE/ERO staff is available to be contacted by detainees at the facility;
- the facility’s rules on correspondence and other mail (including information on correspondence procedures as required by Standard 5.1);
- policies on telephone access and on the monitoring of telephone calls;
- rules and procedures governing access to legal materials and notification to staff of missing, out of date, or damaged materials (as required by Standard 6.3); and
- rules on legal rights group presentations.

ICE/ERO DETENTION STANDARD

6.2 GRIEVANCE SYSTEM

The following are the major changes made to the Grievance System Detention Standard:

Independent Review: The Expected Practices section was modified to require the establishment of an independent panel to review denied grievances. This section also adds a requirement that assistance be provided for detainees with impairments or disabilities or for whom English is a second language.

Formal Grievance Process: The revised standard modifies the PBNDS 2008 requirement that detainees be provided at least one level of appeal, to require that facilities establish a three-level

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formal grievance review process, consisting of: (1) review by a grievance officer (GO); (2) a grievance appeals board (GAB) review; and (3) an appellate body (facility administrator) review. Specific procedures for each level of review are included. Under PBNDS 2008, the first level of review is performed by a “shift supervisor, department head, or other staff” rather than a GO, and appeal is handled by a GO, Detainee Grievance Committee (DGC), and/or the facility administrator rather than a GAB (followed by a second level of review by the facility administrator where desired).

Direct Appeal to ICE/ERO: The revised standard requires all facilities (rather than just CDFs and IGSAs) to allow any ICE/ERO detainee who is dissatisfied with the facility’s response to a grievance or those fearing retaliation to be able to appeal or communicate directly with ICE/ERO.

Time Limits for Filing and Responding to Grievances: Whereas PBNDS 2008 permits detainees to file a formal grievance “within a reasonable timeframe” after the event or unsuccessful conclusion of an informal grievance or after deciding to forego the informal grievance procedure, the revised standard allows detainees to file a formal grievance “at any time” after, or in lieu of lodging an informal complaint, as well as during the course of an ongoing informal complaint process if a detainee should choose to pursue both informal and formal avenues. The revised standard also imposes a shorter timeframe within which appellate reviewing bodies (i.e. GABs and facility administrators) must provide a decision: while PBNDS 2008 requires only that detainees receive written decisions about their appeals “within reasonable and specified time limits,” the Standard as revised requires that decisions be issued to detainees “within five days of receipt of the appeal” (consistent with both PBNDS 2008 and revised timeframe requirements for first-level review of submitted grievances).

Language Assistance: The PBNDS 2008 requirement that language assistance be provided for detainees upon request was revised to additionally encourage detention facility staff to provide assistance if a detainee cannot properly communicate their concern.

Grievance Logs: The Record-Keeping and File Maintenance section, which previously required the use of grievance logs, will now be subject to regular inspection by the field office director and ICE headquarters staff. In addition, emergency grievances must now be documented in facility grievance logs.

Retaliation: In the Retaliation Prohibited section, language was added to clarify that actions are considered retaliatory “if they are in response to an informal or formal grievance that has been filed and the action has an adverse effect on the resident’s life in the facility.” In addition, a requirement was added that “[i]mmediately following any indication or allegation of retaliation, the facility and ICE/ERO conduct an investigation of alleged acts of retaliation in a timely manner, and take all steps necessary to remedy any retaliation determined to have occurred.”

Review of Detainee Grievances: A section was added to provide that detainee grievances be reviewed during ICE/ERO-initiated facility inspections, and to permit periodic review by the ICE Office of Professional Responsibility of a statistical sampling of detainee grievances and

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associated grievance procedures for the purposes of assessing the reasonableness of final decisions and generating data trends regarding grievances.

ICE/ERO DETENTION STANDARD

6.3 LAW LIBRARIES AND LEGAL MATERIAL

The following are the major changes made to the Law Libraries and Legal Material Detention Standard:

Optimal Library Access Expected Outcome: An *optimal* Expected Outcome was added as follows:

- “When requested and where resources permit, facilities shall provide detainees meaningful access to law libraries, legal materials, and related materials on a regular schedule and no less than 15 hours per week.”

Supervision of Detainees: The standard was amended to clarify that supervision shall not be used to intimidate or otherwise impede a detainee’s use of the law library.

Equipment: A provision was added to require facilities to maintain a sign in sheet in order to facilitate orderly use of the computer that does not strain the law library’s capacity. Law libraries will also be equipped with a two-hole punch, folders, and computer disc containers. The revised standard also clarifies that typewriters are not an adequate substitute for computers and printers if any of the required law library materials are unavailable in hard copy and only available through electronic access on a computer.

Unpublished Material: The standard was modified to allow for acceptance of intake questionnaires from non-governmental legal service provider organizations. The requirement that ICE/ERO make decisions regarding whether to approve or reject requests for outside unpublished material within 45 days has been eliminated. However, the Standard now includes a process for appealing denials of requests for unpublished materials to ICE HQ. Submitters may appeal ICE/ERO decisions to ICE HQ within 30 days of receipt of the decision, and ICE HQ will respond to the appeal in writing within 30 days.

Photocopying Legal Documents: The standard was modified to allow detainees to obtain photocopies of special correspondence, grievances, and letters regarding conditions of confinement, in addition to legal materials, and to clarify that such photocopies must be provided at no cost to the detainee. The revised standard also clarifies that facility staff may not prevent detainees from making copies of sick call slips, disciplinary decisions, special needs forms, photographs, newspaper articles, or any other documents needed for an immigration proceeding.

Assistance to Detainees: A provision was added to require that facility staff provide assistance to all detainees in accessing legal materials when needed (e.g. orientation to written or electronic media and materials; assistance in accessing related programs, forms, and materials), not only detainees that are illiterate, limited-English proficient, or disabled. The revised standard also

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requires that technical assistance be provided if legal materials are provided on CD-ROM or other electronic format.

Personal Legal Materials: Where portions of detainees' personal legal materials have been placed in a separate storage area for safety, security, or sanitation concerns, detainees who have an immigration hearing within 72 hours will be provided access to their personal legal materials to the extent practicable.

Notice to Detainees: A provision was added requiring that the list of the law library's holdings posted in the law library be kept up to date, and include the date and content of the most recent updates of all legal materials available to detainees.

Retaliation: The revised standard states that detainees shall not be retaliated against for filing complaints with the DHS Office for Civil Rights and Civil Liberties or DHS Office of the Inspector General.

ICE/ERO DETENTION STANDARD

6.4 LEGAL RIGHTS GROUP PRESENTATIONS

The following are the major changes made to the Legal Rights Group Presentations Detention Standard:

Detainee Notification: Provisions were added to the Standard to require that illiterate, limited-English proficient, and disabled detainees be notified in a language/manner they understand about scheduled presentations, and to clarify that detainees who fail to sign up on the sign-up sheet in advance of the presentation shall not be deprived of the opportunity to attend a presentation for that reason. An Expected Outcome was also added to require that the facility's rules on legal rights group presentations be communicated to the detainee through the detainee handbook or supplement in a language or manner the detainee can understand.

Requests to Make Presentations: The standard was modified to require that requests for presentations be submitted to ICE/ERO at least 10 days, rather than 30 days, in advance of the proposed presentation. The revised standard now also requires ICE/ERO to accommodate, to the greatest extent possible, presenters' need to amend the information contained in the written request to reflect changes that may have occurred since the initial request was made.

Notification of Detainee Population Characteristics: A provision was added to require ICE/ERO to notify presenters, upon request, of the following characteristics of the detainee population (a partial form of which would be acceptable when the presentation is scheduled on short notice): the number of immigrant detainees in custody at the facility and the number of residential areas (or "pods") in which they are housed; the countries of origin of those detainees; and the gender breakdown of immigration detainees.

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Presentation Time Constraints: The standard was modified to provide that presenters will ordinarily be granted a *minimum* of one hour (rather than a general one hour allotment) for the presentation.

Suspension or Termination of Group Presenters: The revised standard imposes a new 30-day time limit on Field Office Directors to inform presenters in writing of decisions made on any suspension or termination appeal requests.

Electronic Presentations: The standard was modified to clarify that any electronic presentation provided by individuals or organizations and made available to detainees for viewing by ICE may not be considered a replacement or substitute for an in-person or live presentation, when available. In addition, facilities are permitted to make such electronic presentations available in the law library for detainee viewing, if accessible through computer.

ICE/ERO DETENTION STANDARD

7.1 DETENTION FILES

The following are the major changes made to the Detention Files Detention Standard:

Expanded Applicability: Italics were removed from sections of the Standard to make the requirements of the Standard applicable to all facilities.

Disposal of Defective or Extra Documents: The revised standard requires that defective or extra copies of all forms and documents generated during the admissions process be disposed of properly, and that facilities maintain on hand a paper shredder or locked paper bin where such copies should be placed to be destroyed.

ICE/ERO DETENTION STANDARD

7.2 INTERVIEWS AND TOURS

The following are the proposed major changes made to the News Media, Interviews, and Tours Detention Standard:

News Media Interviews and Tours: The following new provisions were added to the Standard regarding interviews and tours for media:

- Access will not be denied based on the political or editorial viewpoint of the requestor.
- ICE may designate public affairs officers (PAO) to serve in field offices as liaisons with media representatives for some or all requests and communications covered by this standard.
- Prior to the tour, the field office director shall explain the terms and guidelines of the tour to the visitors.

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Personal Interviews: Language was added to the Standard stating that detainees should not be pressured or coerced out of granting interview requests with media representatives or members of the public, and that facilities may not in any way retaliate against a detainee for lawful communication with a member of the media or member of the public. The revised standard also allows a requesting party to contact ICE/ERO headquarters if he/she believes the request was unfairly or erroneously denied.

Press Pools: “All local media serving the locality where the facility is located” was eliminated from the list of required parties comprising a press pool, and replaced with “a still photographer.”

NGO and Other Stakeholder Visitation and Tours: A section was added to the Standard outlining procedures by which NGOs and other stakeholders may request tours, visits, or tours with visits, including opportunities to speak with pre-identified and other detainees, and requirements for facilities to notify detainees of upcoming tours and visits.

ICE/ERO DETENTION STANDARD

7.3 STAFF TRAINING

The following are the major changes made to the Staff Training Detention Standard:

Use of DHS Training Resources: A provision was added requiring the facility administrator to contact the local ICE/ERO field offices for access to relevant DHS training resources, such as the DHS Office for Civil Rights and Civil Liberties training modules.

New Training Topics for Staff: The revised standard adds training on “requirements related to detainees with disabilities” and “language issues, including requirements related to limited English proficient detainees” to the required initial orientation and initial and annual training for all employees, contractors, and volunteers. In addition, “appropriate conduct with detainees” was added to the list of required training topics for initial and annual training of professional and support employees, including contractors, who have regular or daily detainee contact.

Initial Orientation: The following items were eliminated from the list of required topics for initial orientation of all employees, contractors, and volunteers:

- Working conditions
- Personnel policy manual
- Employees’ rights and responsibilities
- Hunger strikes
- Overview of the criminal justice system
- Facility goals and objectives
- Facility organization
- Program overview

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Training for Employees with Minimal Detainee Contact: The following items were eliminated from the list of required topics for initial and annual training of employees and contractors with minimal detainee contact:

- Working conditions
- Personnel policy manual
- Employees' rights and responsibilities
- Overview of the criminal justice system
- Tour of the facility
- Facility goals and objectives
- Facility organization
- Personnel policies
- Program overview

However, "emergency plans and procedures" was added to the list of required training topics for this category of employees.

Training for Full-Time Health Care Employees: The following items were eliminated from the list of required topics for initial and annual training of full-time health care employees and contractors:

- The purpose, goals, policies, and procedures for the facility and parent agency security and contraband regulations
- Standard precautions

Management and Supervisory Training: The requirement that facility management and supervisory staff receive management and supervisory training was eliminated.

Firearms Competency: ICE/ERO personnel will now be required to demonstrate firearms competency "at least annually" (like all other personnel authorized to use firearms under PBNDS 2008), rather than quarterly.

ICE/ERO DETENTION STANDARD

7.4 DETAINEE TRANSFERS

The following are the major changes made to the Detainee Transfers Standard:

Expanded Detainee Notification Provisions: Detainee notification requirements were expanded to incorporate additional provisions from the Detainee Transfers Directive such that the detainee notification requirements now require that the sending facility ensure that the detainee acknowledges, in writing, that: (1) he or she has received the transfer destination information; (2) it is his or her responsibility to notify family members if so desired, upon

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admission into the receiving facility; and (3) he or she may place a domestic phone call, at no expense to the detainee, upon admission into the receiving facility.

Expanded Continuity of Care Provisions: The revised standard requires that a copy of the full medical record accompany detainees transferred to IGSA detention facilities, unless extenuating circumstances make this impossible (in which case the full medical record must follow as soon as practicable). If the full medical record is not available at the time of transfer, the revised standard also requires that the transporting officer notify his/her supervisor, who will notify ICE/ERO. In addition, the following requirements for health care providers at the sending facility were added:

- **Notification of Medical/Psychiatric Alerts or Holds:** Upon receiving notification that a detainee is to be transferred, appropriate medical staff at the sending facility shall notify the facility administrator of any medical/psychiatric alerts or holds that have been assigned to the detainee, as reflected in the detainee's medical records. The facility administrator shall be responsible for providing notice to ICE/ERO of any medical/psychiatric alerts or holds placed on a detainee that is to be transferred.
- **Medical Holds:** The standard was modified to clarify that a detainee who has been placed in a medical hold status must be evaluated and cleared by a licensed independent practitioner (rather than any type of medical staff) prior to transfer. If the evaluation indicates that transfer is medically appropriate but that health concerns associated with the transfer remain, medical staff at the sending facility shall notify ICE and provide ICE requested information and other assistance, to the extent practicable, to enable ICE to make appropriate transfer determinations.

Expanded Post-Transfer Phone Call Provisions: The standard was modified to require that the free domestic phone call offered to a detainee upon admission into the receiving facility be at least three (3) minutes in duration, and that the offer to make the call be documented and signed by processing staff and by the detainee. The revised standard also incorporates the requirement from the Detainee Transfers Directive that the responsible processing supervisor or designee ensure that the detainee is informed promptly of his/her ability to notify interested persons of the transfer.

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PBND 2011 Optimal Provisions

ADMISSION AND RELEASE

Transgender Searches:

- “Whenever possible, medical personnel shall be present to observe the strip search of a transgender detainee.”
- “Special care should be taken to ensure that transgender detainees are searched in private.”
- “Whenever possible, transgender detainees shall be permitted to choose the gender of the staff member conducting a body-cavity search.”

LAW LIBRARIES AND LEGAL MATERIAL

Minimum Hours for Law Library Access:

- “When requested and where resources permit, facilities shall provide detainees meaningful access to law libraries, legal materials, and related materials on a regular schedule and no less than 15 hours per week.”
(2011 general requirement: 5 hours per week)

Detainees may not be forced to forego their minimum recreation time in order to use the law library.

NCCHC COMPLIANCE

Medical Care (Standard 4.3):

- “Medical facilities within the detention facility shall achieve and maintain current accreditation with the standards of the National Commission on Correctional Health Care (NCCHC), and shall maintain compliance with those standards.”

Significant Self-Harm and Suicide Prevention and Intervention (Standard 4.6):

- “The facility shall be in compliance with standards set by the National Commission on Correctional Health Care (NCCHC) in its provision of preventive supervision, treatment, and therapeutic follow-up for clinically suicidal detainees or detainees at risk for significant self-harm.”

Terminal Illness, Advance Directives, and Death (Standard 4.7):

- “The facility shall be in compliance with standards set by the National Commission on Correctional Health Care (NCCHC) in its provision of medical care to terminally ill detainees.”

Medical Care (Women) (Standard 4.4):

- “The facility’s provision of gynecological and obstetrical health care shall be in compliance with standards set by the National Commission on Correctional Health Care (NCCHC).”

MEDICAL CARE

Tele-Medicine:

- “Adequate space and staffing for the use of services of the ICE Tele-Health Systems, inclusive of tele-radiology (ITSP) and tele-medicine, shall be provided.”
- “The facility, when equipped with appropriate technology and adequate space, shall provide for the use of services of the ICE Tele-Health Systems, inclusive of tele-radiology (ITSP), tele-psychiatry and tele-medicine.”

RECREATION

Minimum Recreation for General Populations:

PBNDS 2011 Optimal Provisions

- “Detainees shall have at least four hours a day access, seven days a week, to outdoor recreation, weather and scheduling permitted. Outdoor recreation shall support leisure activities, outdoor sports and exercise as referenced and defined by the National Commission on Correctional Health Care Standards, provided outside the confines of the housing structure and/or other solid enclosures.”
- “Detainees in the general population shall have access at least four hours a day, seven days a week to outdoor recreation, weather and scheduling permitted. Daily indoor recreation shall also be available. During inclement weather, detainees shall have access to indoor recreational opportunities with access to natural light.”
(2011 general requirement: “Detainees shall have access to . . . one hour daily of physical exercise outside the living area, and outdoors when practicable. If outdoor recreation is available at the facility, each detainee in general population shall have access for at least one hour, seven days a week, at a reasonable time of day, weather permitting”)

Minimum Recreation for a Special Management Unit (SMU):

- Administrative SMU: “Facilities operating at the optimal level will offer detainees at least two hours of recreation or exercise per day, seven days a week.”
(2011 general requirement: one hour of recreation per day, at least seven days per week)
- Disciplinary SMU: “Facilities operating at the optimal level will offer detainees at least one hour of recreation or exercise per day, seven days a week.”
(2011 general requirement: one hour of recreation per day, at least five days per week)

Wireless Headsets for Television Viewing:

- “Detainees shall be provided FM wireless headsets for television viewing, with access to appropriate language stations or choices.”

Other Programs and Activities:

- “Facilities operating at the optimal level shall offer access to reading materials, through libraries with regular hours, book carts or other means. Reading materials in English, Spanish and, if practicable, other languages, should be made available.”
- “Facilities shall offer other programmatic activities, such as:
 1. educational classes or speakers;
 2. sobriety programs such as alcoholics anonymous; and
 3. other organized activities or recreational programs.”

SPECIAL MANAGEMENT UNITS

Pre-Placement Medical Evaluation:

- “Detainees must be evaluated by a medical professional prior to being placed in an SMU.”

TELEPHONE ACCESS

Minimum Number of Telephones:

- “Facilities shall be operating at the optimal level when at least one telephone is provided for every ten (10) detainees.”
(2011 general requirement: at least one operable telephone for every 25 detainees)

Telephone Access for Detainees with Disabilities:

- “Consistent with the order and safety of the facility, the facility may allow for use of other equipment such as video relay and video phones for detainees who are deaf or hard of hearing. Facilities shall permit detainees with disabilities the opportunity to submit requests for the auxiliary aid of their preference.”

PBND 2011 Optimal Provisions

USE OF FORCE

Retention of Audiovisual Records in the Event of Litigation:

- “The relevant audiovisual record shall be retained by the facility for one year after litigation or any investigation has concluded or been resolved.”
(2011 general requirement: six months after the litigation has concluded or been resolved.)
- Aggressive detainees in restraints shall be placed in administrative segregation, and segregated from all other detainees. Such detainees shall remain in a Special Management Unit (SMU) until cleared to return to the general population by the chief immigration enforcement agent and the clinical director, with the facility administrator’s approval.
- The facility administrator, the assistant facility administrator, the Field Office Director’s designee and the health services administrator (HSA) shall conduct the after-action review. This four-member after-action review team shall convene on the workday after the incident. The after-action review team shall gather relevant information, determine whether policy and procedures were followed, make recommendations for improvement, if any, and complete an after-action report to record the nature of its review and findings. The after-action report is due within two workdays of the detainee’s release from restraints.

QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION

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

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

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

2. DEFINITIONS

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

Functional Area: A logical grouping of performance standards.

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

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

Measures: The method for evaluating compliance with the standards.

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

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

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

4. QUALITY CONTROL PLAN

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

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

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

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

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

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

5. METHODS OF SURVEILLANCE

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

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

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

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

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

7. FAILURE TO MEET PERFORMANCE STANDARDS

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

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

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

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

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

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

8. NOTIFICATIONS

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

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

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

9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

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

10. ATTACHMENTS

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

Attachment A – Performance Requirements Summary

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

Attachment A – Performance Requirements Summary

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

Attachment B – Contract Discrepancy Report

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

WD 05-2081 (Rev.-12) was first posted on www.wdol.gov on 06/19/2012

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.: 2005-2081
Revision No.: 12
Date Of Revision: 06/13/2012

State: Colorado

Area: Colorado Counties of Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Grand, Jackson, Jefferson, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington, Weld, Yuma

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.16
01012 - Accounting Clerk II		16.44
01013 - Accounting Clerk III		18.38
01020 - Administrative Assistant		26.31
01040 - Court Reporter		19.59
01051 - Data Entry Operator I		14.06
01052 - Data Entry Operator II		15.35
01060 - Dispatcher, Motor Vehicle		19.37
01070 - Document Preparation Clerk		14.55
01090 - Duplicating Machine Operator		14.55
01111 - General Clerk I		13.39
01112 - General Clerk II		14.61
01113 - General Clerk III		16.40
01120 - Housing Referral Assistant		21.75
01141 - Messenger Courier		13.02
01191 - Order Clerk I		14.93
01192 - Order Clerk II		16.29
01261 - Personnel Assistant (Employment) I		16.67
01262 - Personnel Assistant (Employment) II		18.65
01263 - Personnel Assistant (Employment) III		20.79
01270 - Production Control Clerk		22.33
01280 - Receptionist		14.27
01290 - Rental Clerk		15.53
01300 - Scheduler, Maintenance		17.15
01311 - Secretary I		17.15
01312 - Secretary II		19.19
01313 - Secretary III		21.75
01320 - Service Order Dispatcher		14.37
01410 - Supply Technician		26.31
01420 - Survey Worker		17.77
01531 - Travel Clerk I		13.55
01532 - Travel Clerk II		14.20
01533 - Travel Clerk III		15.19
01611 - Word Processor I		14.15
01612 - Word Processor II		15.88
01613 - Word Processor III		17.77
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		26.19
05010 - Automotive Electrician		20.43

05040 - Automotive Glass Installer	19.36
05070 - Automotive Worker	19.36
05110 - Mobile Equipment Servicer	17.61
05130 - Motor Equipment Metal Mechanic	20.82
05160 - Motor Equipment Metal Worker	19.36
05190 - Motor Vehicle Mechanic	20.82
05220 - Motor Vehicle Mechanic Helper	16.41
05250 - Motor Vehicle Upholstery Worker	19.36
05280 - Motor Vehicle Wrecker	19.36
05310 - Painter, Automotive	19.69
05340 - Radiator Repair Specialist	19.36
05370 - Tire Repairer	14.98
05400 - Transmission Repair Specialist	20.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.52
07041 - Cook I	13.06
07042 - Cook II	15.10
07070 - Dishwasher	9.69
07130 - Food Service Worker	10.90
07210 - Meat Cutter	15.13
07260 - Waiter/Waitress	10.65
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.06
09040 - Furniture Handler	15.90
09080 - Furniture Refinisher	19.06
09090 - Furniture Refinisher Helper	15.90
09110 - Furniture Repairer, Minor	18.10
09130 - Upholsterer	19.06
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.08
11060 - Elevator Operator	11.08
11090 - Gardener	18.19
11122 - Housekeeping Aide	12.46
11150 - Janitor	12.01
11210 - Laborer, Grounds Maintenance	14.67
11240 - Maid or Houseman	9.16
11260 - Pruner	13.16
11270 - Tractor Operator	17.30
11330 - Trail Maintenance Worker	14.67
11360 - Window Cleaner	13.37
12000 - Health Occupations	
12010 - Ambulance Driver	18.18
12011 - Breath Alcohol Technician	20.66
12012 - Certified Occupational Therapist Assistant	19.48
12015 - Certified Physical Therapist Assistant	18.75
12020 - Dental Assistant	18.55
12025 - Dental Hygienist	36.80
12030 - EKG Technician	24.05
12035 - Electroneurodiagnostic Technologist	24.05
12040 - Emergency Medical Technician	18.18
12071 - Licensed Practical Nurse I	18.46
12072 - Licensed Practical Nurse II	20.66
12073 - Licensed Practical Nurse III	23.03
12100 - Medical Assistant	15.94
12130 - Medical Laboratory Technician	17.47
12160 - Medical Record Clerk	16.12
12190 - Medical Record Technician	18.04
12195 - Medical Transcriptionist	18.73
12210 - Nuclear Medicine Technologist	36.64
12221 - Nursing Assistant I	11.78
12222 - Nursing Assistant II	13.25

12223 - Nursing Assistant III	14.46
12224 - Nursing Assistant IV	16.23
12235 - Optical Dispenser	20.66
12236 - Optical Technician	18.46
12250 - Pharmacy Technician	15.81
12280 - Phlebotomist	16.23
12305 - Radiologic Technologist	26.85
12311 - Registered Nurse I	29.98
12312 - Registered Nurse II	36.67
12313 - Registered Nurse II, Specialist	36.67
12314 - Registered Nurse III	43.96
12315 - Registered Nurse III, Anesthetist	43.96
12316 - Registered Nurse IV	53.17
12317 - Scheduler (Drug and Alcohol Testing)	27.05
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.46
13012 - Exhibits Specialist II	22.87
13013 - Exhibits Specialist III	27.97
13041 - Illustrator I	20.05
13042 - Illustrator II	23.10
13043 - Illustrator III	28.26
13047 - Librarian	28.29
13050 - Library Aide/Clerk	15.88
13054 - Library Information Technology Systems Administrator	25.55
13058 - Library Technician	17.64
13061 - Media Specialist I	18.43
13062 - Media Specialist II	20.62
13063 - Media Specialist III	22.99
13071 - Photographer I	16.85
13072 - Photographer II	18.85
13073 - Photographer III	23.36
13074 - Photographer IV	28.57
13075 - Photographer V	34.56
13110 - Video Teleconference Technician	18.26
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.81
14042 - Computer Operator II	19.93
14043 - Computer Operator III	22.21
14044 - Computer Operator IV	24.69
14045 - Computer Operator V	28.56
14071 - Computer Programmer I	24.31
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	17.81
14160 - Personal Computer Support Technician	24.69
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.58
15020 - Aircrew Training Devices Instructor (Rated)	43.06
15030 - Air Crew Training Devices Instructor (Pilot)	49.15
15050 - Computer Based Training Specialist / Instructor	35.58
15060 - Educational Technologist	31.17
15070 - Flight Instructor (Pilot)	49.15
15080 - Graphic Artist	21.93
15090 - Technical Instructor	21.99
15095 - Technical Instructor/Course Developer	26.89
15110 - Test Proctor	17.74

15120 - Tutor	17.74
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.84
16030 - Counter Attendant	9.84
16040 - Dry Cleaner	12.71
16070 - Finisher, Flatwork, Machine	9.84
16090 - Presser, Hand	9.84
16110 - Presser, Machine, Drycleaning	9.84
16130 - Presser, Machine, Shirts	9.84
16160 - Presser, Machine, Wearing Apparel, Laundry	9.84
16190 - Sewing Machine Operator	13.57
16220 - Tailor	14.48
16250 - Washer, Machine	10.93
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.32
19040 - Tool And Die Maker	21.57
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.96
21030 - Material Coordinator	22.33
21040 - Material Expediter	22.33
21050 - Material Handling Laborer	17.36
21071 - Order Filler	13.44
21080 - Production Line Worker (Food Processing)	14.96
21110 - Shipping Packer	15.20
21130 - Shipping/Receiving Clerk	15.20
21140 - Store Worker I	11.90
21150 - Stock Clerk	15.99
21210 - Tools And Parts Attendant	16.28
21410 - Warehouse Specialist	14.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.73
23021 - Aircraft Mechanic I	27.10
23022 - Aircraft Mechanic II	28.53
23023 - Aircraft Mechanic III	29.70
23040 - Aircraft Mechanic Helper	19.22
23050 - Aircraft, Painter	25.80
23060 - Aircraft Servicer	22.49
23080 - Aircraft Worker	24.13
23110 - Appliance Mechanic	22.34
23120 - Bicycle Repairer	14.98
23125 - Cable Splicer	30.57
23130 - Carpenter, Maintenance	19.40
23140 - Carpet Layer	18.72
23160 - Electrician, Maintenance	24.90
23181 - Electronics Technician Maintenance I	22.14
23182 - Electronics Technician Maintenance II	23.65
23183 - Electronics Technician Maintenance III	25.12
23260 - Fabric Worker	20.52
23290 - Fire Alarm System Mechanic	21.09
23310 - Fire Extinguisher Repairer	18.97
23311 - Fuel Distribution System Mechanic	23.46
23312 - Fuel Distribution System Operator	18.97
23370 - General Maintenance Worker	19.16
23380 - Ground Support Equipment Mechanic	27.10
23381 - Ground Support Equipment Servicer	22.49
23382 - Ground Support Equipment Worker	24.13
23391 - Gunsmith I	17.13
23392 - Gunsmith II	19.81
23393 - Gunsmith III	22.48
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.73

23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.92
23430 - Heavy Equipment Mechanic	22.05
23440 - Heavy Equipment Operator	20.98
23460 - Instrument Mechanic	28.48
23465 - Laboratory/Shelter Mechanic	21.17
23470 - Laborer	13.87
23510 - Locksmith	20.97
23530 - Machinery Maintenance Mechanic	23.43
23550 - Machinist, Maintenance	19.33
23580 - Maintenance Trades Helper	15.26
23591 - Metrology Technician I	28.48
23592 - Metrology Technician II	29.91
23593 - Metrology Technician III	31.16
23640 - Millwright	22.48
23710 - Office Appliance Repairer	21.44
23760 - Painter, Maintenance	17.84
23790 - Pipefitter, Maintenance	24.59
23810 - Plumber, Maintenance	21.93
23820 - Pneudraulic Systems Mechanic	22.48
23850 - Rigger	22.48
23870 - Scale Mechanic	19.81
23890 - Sheet-Metal Worker, Maintenance	19.85
23910 - Small Engine Mechanic	17.92
23931 - Telecommunications Mechanic I	27.08
23932 - Telecommunications Mechanic II	28.50
23950 - Telephone Lineman	23.34
23960 - Welder, Combination, Maintenance	19.79
23965 - Well Driller	20.88
23970 - Woodcraft Worker	22.48
23980 - Woodworker	17.13
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.69
24580 - Child Care Center Clerk	14.17
24610 - Chore Aide	10.52
24620 - Family Readiness And Support Services Coordinator	15.93
24630 - Homemaker	16.29
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	22.79
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.33
25210 - Water Treatment Plant Operator	22.79
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.94
27007 - Baggage Inspector	13.19
27008 - Corrections Officer	23.36
27010 - Court Security Officer	27.27
27030 - Detection Dog Handler	21.32
27040 - Detention Officer	24.05
27070 - Firefighter	29.32
27101 - Guard I	13.19
27102 - Guard II	21.32
27131 - Police Officer I	29.14
27132 - Police Officer II	32.39
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.08
28042 - Carnival Equipment Repairer	14.10
28043 - Carnival Equipment Worker	10.23
28210 - Gate Attendant/Gate Tender	15.14

28310 - Lifeguard	11.73
28350 - Park Attendant (Aide)	16.75
28510 - Recreation Aide/Health Facility Attendant	12.36
28515 - Recreation Specialist	16.28
28630 - Sports Official	13.49
28690 - Swimming Pool Operator	17.05
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.50
29020 - Hatch Tender	23.50
29030 - Line Handler	23.50
29041 - Stevedore I	21.91
29042 - Stevedore II	25.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.39
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.47
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.16
30021 - Archeological Technician I	19.40
30022 - Archeological Technician II	21.70
30023 - Archeological Technician III	26.89
30030 - Cartographic Technician	26.41
30040 - Civil Engineering Technician	24.61
30061 - Drafter/CAD Operator I	18.45
30062 - Drafter/CAD Operator II	20.65
30063 - Drafter/CAD Operator III	23.84
30064 - Drafter/CAD Operator IV	31.50
30081 - Engineering Technician I	18.44
30082 - Engineering Technician II	20.69
30083 - Engineering Technician III	23.15
30084 - Engineering Technician IV	28.69
30085 - Engineering Technician V	35.09
30086 - Engineering Technician VI	42.45
30090 - Environmental Technician	24.08
30210 - Laboratory Technician	21.37
30240 - Mathematical Technician	26.62
30361 - Paralegal/Legal Assistant I	19.46
30362 - Paralegal/Legal Assistant II	24.11
30363 - Paralegal/Legal Assistant III	29.49
30364 - Paralegal/Legal Assistant IV	35.68
30390 - Photo-Optics Technician	26.62
30461 - Technical Writer I	26.26
30462 - Technical Writer II	32.12
30463 - Technical Writer III	38.86
30491 - Unexploded Ordnance (UXO) Technician I	24.40
30492 - Unexploded Ordnance (UXO) Technician II	29.52
30493 - Unexploded Ordnance (UXO) Technician III	35.38
30494 - Unexploded (UXO) Safety Escort	24.40
30495 - Unexploded (UXO) Sweep Personnel	24.40
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 23.84
30621 - Weather Observer, Senior	(see 2) 26.41
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.89
31030 - Bus Driver	15.89
31043 - Driver Courier	14.49
31260 - Parking and Lot Attendant	9.13
31290 - Shuttle Bus Driver	15.55
31310 - Taxi Driver	12.89
31361 - Truckdriver, Light	15.55
31362 - Truckdriver, Medium	19.65
31363 - Truckdriver, Heavy	20.37
31364 - Truckdriver, Tractor-Trailer	20.37

99000 - Miscellaneous Occupations	
99030 - Cashier	10.78
99050 - Desk Clerk	10.42
99095 - Embalmer	23.94
99251 - Laboratory Animal Caretaker I	10.92
99252 - Laboratory Animal Caretaker II	11.74
99310 - Mortician	24.19
99410 - Pest Controller	20.41
99510 - Photofinishing Worker	12.03
99710 - Recycling Laborer	18.59
99711 - Recycling Specialist	22.42
99730 - Refuse Collector	16.70
99810 - Sales Clerk	12.60
99820 - School Crossing Guard	12.64
99830 - Survey Party Chief	22.70
99831 - Surveying Aide	12.60
99832 - Surveying Technician	20.64
99840 - Vending Machine Attendant	14.38
99841 - Vending Machine Repairer	17.05
99842 - Vending Machine Repairer Helper	14.38

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to 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.

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.

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/>.

Attachment A – Performance Requirements Summary

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

QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION

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

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

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

2. DEFINITIONS

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

Functional Area: A logical grouping of performance standards.

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

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

Measures: The method for evaluating compliance with the standards.

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

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

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

4. QUALITY CONTROL PLAN

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

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

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

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

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

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

5. METHODS OF SURVEILLANCE

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

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

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

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

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

7. FAILURE TO MEET PERFORMANCE STANDARDS

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

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

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

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

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

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

8. NOTIFICATIONS

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

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

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

9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

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

10. ATTACHMENTS

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

WD 05-2081 (Rev.-16) was first posted on www.wdol.gov on 07/14/2015

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

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2005-2081
Revision No.: 16
Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Colorado

Area: Colorado Counties of Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Grand, Jackson, Jefferson, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington, Weld, Yuma

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.16
01012 - Accounting Clerk II		16.44
01013 - Accounting Clerk III		18.38
01020 - Administrative Assistant		26.31
01040 - Court Reporter		19.59
01051 - Data Entry Operator I		14.06
01052 - Data Entry Operator II		15.35
01060 - Dispatcher, Motor Vehicle		19.37
01070 - Document Preparation Clerk		14.55
01090 - Duplicating Machine Operator		14.55
01111 - General Clerk I		13.39
01112 - General Clerk II		14.61
01113 - General Clerk III		16.40
01120 - Housing Referral Assistant		21.75
01141 - Messenger Courier		13.02
01191 - Order Clerk I		14.93
01192 - Order Clerk II		16.29
01261 - Personnel Assistant (Employment) I		16.67
01262 - Personnel Assistant (Employment) II		18.65
01263 - Personnel Assistant (Employment) III		20.79
01270 - Production Control Clerk		22.33
01280 - Receptionist		14.27
01290 - Rental Clerk		15.53
01300 - Scheduler, Maintenance		17.15
01311 - Secretary I		17.15
01312 - Secretary II		19.19
01313 - Secretary III		21.75
01320 - Service Order Dispatcher		14.37
01410 - Supply Technician		26.31

01420 - Survey Worker	17.77
01531 - Travel Clerk I	13.55
01532 - Travel Clerk II	14.20
01533 - Travel Clerk III	15.19
01611 - Word Processor I	14.15
01612 - Word Processor II	15.88
01613 - Word Processor III	17.77
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	26.19
05010 - Automotive Electrician	20.43
05040 - Automotive Glass Installer	19.36
05070 - Automotive Worker	19.36
05110 - Mobile Equipment Servicer	17.61
05130 - Motor Equipment Metal Mechanic	20.82
05160 - Motor Equipment Metal Worker	19.36
05190 - Motor Vehicle Mechanic	20.82
05220 - Motor Vehicle Mechanic Helper	16.41
05250 - Motor Vehicle Upholstery Worker	19.36
05280 - Motor Vehicle Wrecker	19.36
05310 - Painter, Automotive	19.69
05340 - Radiator Repair Specialist	19.36
05370 - Tire Repairer	14.98
05400 - Transmission Repair Specialist	20.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.52
07041 - Cook I	13.06
07042 - Cook II	15.10
07070 - Dishwasher	9.69
07130 - Food Service Worker	10.90
07210 - Meat Cutter	15.13
07260 - Waiter/Waitress	10.65
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.06
09040 - Furniture Handler	15.90
09080 - Furniture Refinisher	19.06
09090 - Furniture Refinisher Helper	15.90
09110 - Furniture Repairer, Minor	18.10
09130 - Upholsterer	19.06
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.08
11060 - Elevator Operator	11.08
11090 - Gardener	18.19
11122 - Housekeeping Aide	12.46
11150 - Janitor	12.01
11210 - Laborer, Grounds Maintenance	14.67
11240 - Maid or Houseman	9.16
11260 - Pruner	13.16
11270 - Tractor Operator	17.30
11330 - Trail Maintenance Worker	14.67
11360 - Window Cleaner	13.37
12000 - Health Occupations	
12010 - Ambulance Driver	18.18
12011 - Breath Alcohol Technician	20.66
12012 - Certified Occupational Therapist Assistant	19.48
12015 - Certified Physical Therapist Assistant	18.75
12020 - Dental Assistant	18.55
12025 - Dental Hygienist	36.80
12030 - EKG Technician	24.05
12035 - Electroneurodiagnostic Technologist	24.05
12040 - Emergency Medical Technician	18.18
12071 - Licensed Practical Nurse I	18.46

12072 - Licensed Practical Nurse II	20.66
12073 - Licensed Practical Nurse III	23.03
12100 - Medical Assistant	15.94
12130 - Medical Laboratory Technician	17.47
12160 - Medical Record Clerk	16.12
12190 - Medical Record Technician	18.04
12195 - Medical Transcriptionist	18.73
12210 - Nuclear Medicine Technologist	36.64
12221 - Nursing Assistant I	11.78
12222 - Nursing Assistant II	13.25
12223 - Nursing Assistant III	14.46
12224 - Nursing Assistant IV	16.23
12235 - Optical Dispenser	20.66
12236 - Optical Technician	18.46
12250 - Pharmacy Technician	15.81
12280 - Phlebotomist	16.23
12305 - Radiologic Technologist	26.85
12311 - Registered Nurse I	29.98
12312 - Registered Nurse II	36.67
12313 - Registered Nurse II, Specialist	36.67
12314 - Registered Nurse III	43.96
12315 - Registered Nurse III, Anesthetist	43.96
12316 - Registered Nurse IV	53.17
12317 - Scheduler (Drug and Alcohol Testing)	27.05
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.46
13012 - Exhibits Specialist II	22.87
13013 - Exhibits Specialist III	27.97
13041 - Illustrator I	20.05
13042 - Illustrator II	23.10
13043 - Illustrator III	28.26
13047 - Librarian	28.29
13050 - Library Aide/Clerk	15.88
13054 - Library Information Technology Systems Administrator	25.55
13058 - Library Technician	17.64
13061 - Media Specialist I	18.43
13062 - Media Specialist II	20.62
13063 - Media Specialist III	22.99
13071 - Photographer I	16.85
13072 - Photographer II	18.85
13073 - Photographer III	23.36
13074 - Photographer IV	28.57
13075 - Photographer V	34.56
13110 - Video Teleconference Technician	18.26
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.81
14042 - Computer Operator II	19.93
14043 - Computer Operator III	22.21
14044 - Computer Operator IV	24.69
14045 - Computer Operator V	28.56
14071 - Computer Programmer I	24.31
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	17.81
14160 - Personal Computer Support Technician	24.69
15000 - Instructional Occupations	

15010 - Aircrew Training Devices Instructor (Non-Rated)	35.58
15020 - Aircrew Training Devices Instructor (Rated)	43.06
15030 - Air Crew Training Devices Instructor (Pilot)	49.15
15050 - Computer Based Training Specialist / Instructor	35.58
15060 - Educational Technologist	31.17
15070 - Flight Instructor (Pilot)	49.15
15080 - Graphic Artist	21.93
15090 - Technical Instructor	21.99
15095 - Technical Instructor/Course Developer	26.89
15110 - Test Proctor	17.74
15120 - Tutor	17.74
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.84
16030 - Counter Attendant	9.84
16040 - Dry Cleaner	12.71
16070 - Finisher, Flatwork, Machine	9.84
16090 - Presser, Hand	9.84
16110 - Presser, Machine, Drycleaning	9.84
16130 - Presser, Machine, Shirts	9.84
16160 - Presser, Machine, Wearing Apparel, Laundry	9.84
16190 - Sewing Machine Operator	13.57
16220 - Tailor	14.48
16250 - Washer, Machine	10.93
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.32
19040 - Tool And Die Maker	21.57
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.96
21030 - Material Coordinator	22.33
21040 - Material Expediter	22.33
21050 - Material Handling Laborer	17.36
21071 - Order Filler	13.44
21080 - Production Line Worker (Food Processing)	14.96
21110 - Shipping Packer	15.20
21130 - Shipping/Receiving Clerk	15.20
21140 - Store Worker I	11.90
21150 - Stock Clerk	15.99
21210 - Tools And Parts Attendant	16.28
21410 - Warehouse Specialist	14.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.73
23021 - Aircraft Mechanic I	27.10
23022 - Aircraft Mechanic II	28.53
23023 - Aircraft Mechanic III	29.70
23040 - Aircraft Mechanic Helper	19.22
23050 - Aircraft, Painter	25.80
23060 - Aircraft Servicer	22.49
23080 - Aircraft Worker	24.13
23110 - Appliance Mechanic	22.34
23120 - Bicycle Repairer	14.98
23125 - Cable Splicer	30.57
23130 - Carpenter, Maintenance	19.40
23140 - Carpet Layer	18.72
23160 - Electrician, Maintenance	24.90
23181 - Electronics Technician Maintenance I	22.14
23182 - Electronics Technician Maintenance II	23.65
23183 - Electronics Technician Maintenance III	25.12
23260 - Fabric Worker	20.52
23290 - Fire Alarm System Mechanic	21.09
23310 - Fire Extinguisher Repairer	18.97
23311 - Fuel Distribution System Mechanic	23.46

23312 - Fuel Distribution System Operator	18.97
23370 - General Maintenance Worker	19.16
23380 - Ground Support Equipment Mechanic	27.10
23381 - Ground Support Equipment Servicer	22.49
23382 - Ground Support Equipment Worker	24.13
23391 - Gunsmith I	17.13
23392 - Gunsmith II	19.81
23393 - Gunsmith III	22.48
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.73
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.92
23430 - Heavy Equipment Mechanic	22.05
23440 - Heavy Equipment Operator	20.98
23460 - Instrument Mechanic	28.48
23465 - Laboratory/Shelter Mechanic	21.17
23470 - Laborer	13.87
23510 - Locksmith	20.97
23530 - Machinery Maintenance Mechanic	23.43
23550 - Machinist, Maintenance	19.33
23580 - Maintenance Trades Helper	15.26
23591 - Metrology Technician I	28.48
23592 - Metrology Technician II	29.91
23593 - Metrology Technician III	31.16
23640 - Millwright	22.48
23710 - Office Appliance Repairer	21.44
23760 - Painter, Maintenance	17.84
23790 - Pipefitter, Maintenance	24.59
23810 - Plumber, Maintenance	21.93
23820 - Pneudraulic Systems Mechanic	22.48
23850 - Rigger	22.48
23870 - Scale Mechanic	19.81
23890 - Sheet-Metal Worker, Maintenance	19.85
23910 - Small Engine Mechanic	17.92
23931 - Telecommunications Mechanic I	27.08
23932 - Telecommunications Mechanic II	28.50
23950 - Telephone Lineman	23.34
23960 - Welder, Combination, Maintenance	19.79
23965 - Well Driller	20.88
23970 - Woodcraft Worker	22.48
23980 - Woodworker	17.13
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.69
24580 - Child Care Center Clerk	14.17
24610 - Chore Aide	10.52
24620 - Family Readiness And Support Services Coordinator	15.93
24630 - Homemaker	16.29
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	22.79
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.33
25210 - Water Treatment Plant Operator	22.79
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.94
27007 - Baggage Inspector	13.19
27008 - Corrections Officer	23.36
27010 - Court Security Officer	27.27
27030 - Detection Dog Handler	21.32
27040 - Detention Officer	24.05

27070 - Firefighter	29.32
27101 - Guard I	13.19
27102 - Guard II	21.32
27131 - Police Officer I	29.14
27132 - Police Officer II	32.39
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.08
28042 - Carnival Equipment Repairer	14.10
28043 - Carnival Equipment Worker	10.23
28210 - Gate Attendant/Gate Tender	15.14
28310 - Lifeguard	11.73
28350 - Park Attendant (Aide)	16.75
28510 - Recreation Aide/Health Facility Attendant	12.36
28515 - Recreation Specialist	16.28
28630 - Sports Official	13.49
28690 - Swimming Pool Operator	17.05
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.50
29020 - Hatch Tender	23.50
29030 - Line Handler	23.50
29041 - Stevedore I	21.91
29042 - Stevedore II	25.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.39
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.47
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.16
30021 - Archeological Technician I	19.40
30022 - Archeological Technician II	21.70
30023 - Archeological Technician III	26.89
30030 - Cartographic Technician	26.41
30040 - Civil Engineering Technician	24.61
30061 - Drafter/CAD Operator I	18.45
30062 - Drafter/CAD Operator II	20.65
30063 - Drafter/CAD Operator III	23.84
30064 - Drafter/CAD Operator IV	31.50
30081 - Engineering Technician I	18.44
30082 - Engineering Technician II	20.69
30083 - Engineering Technician III	23.15
30084 - Engineering Technician IV	28.69
30085 - Engineering Technician V	35.09
30086 - Engineering Technician VI	42.45
30090 - Environmental Technician	24.08
30210 - Laboratory Technician	21.37
30240 - Mathematical Technician	26.62
30361 - Paralegal/Legal Assistant I	19.46
30362 - Paralegal/Legal Assistant II	24.11
30363 - Paralegal/Legal Assistant III	29.49
30364 - Paralegal/Legal Assistant IV	35.68
30390 - Photo-Optics Technician	26.62
30461 - Technical Writer I	26.26
30462 - Technical Writer II	32.12
30463 - Technical Writer III	38.86
30491 - Unexploded Ordnance (UXO) Technician I	24.40
30492 - Unexploded Ordnance (UXO) Technician II	29.52
30493 - Unexploded Ordnance (UXO) Technician III	35.38
30494 - Unexploded (UXO) Safety Escort	24.40
30495 - Unexploded (UXO) Sweep Personnel	24.40
30620 - Weather Observer, Combined Upper Air Or Surface Programs	23.84
30621 - Weather Observer, Senior	(see 2) 26.41
31000 - Transportation/Mobile Equipment Operation Occupations	

31020 - Bus Aide	
31030 - Bus Driver	11.89
31043 - Driver Courier	15.89
31260 - Parking and Lot Attendant	14.49
31290 - Shuttle Bus Driver	9.13
31310 - Taxi Driver	15.55
31361 - Truckdriver, Light	12.89
31362 - Truckdriver, Medium	15.55
31363 - Truckdriver, Heavy	19.65
31364 - Truckdriver, Tractor-Trailer	20.37
99000 - Miscellaneous Occupations	20.37
99030 - Cashier	
99050 - Desk Clerk	10.78
99095 - Embalmer	10.42
99251 - Laboratory Animal Caretaker I	23.94
99252 - Laboratory Animal Caretaker II	10.92
99310 - Mortician	11.74
99410 - Pest Controller	24.19
99510 - Photofinishing Worker	20.41
99710 - Recycling Laborer	12.03
99711 - Recycling Specialist	18.59
99730 - Refuse Collector	22.42
99810 - Sales Clerk	16.70
99820 - School Crossing Guard	12.60
99830 - Survey Party Chief	12.64
99831 - Surveying Aide	22.70
99832 - Surveying Technician	12.60
99840 - Vending Machine Attendant	20.64
99841 - Vending Machine Repairer	14.38
99842 - Vending Machine Repairer Helper	17.05
	14.38

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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.

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/>.

**COMPLIANCE WITH PBNDS 2011 OPTIMAL PROVISIONS:
AURORA DETENTION CENTER**

Aurora Detention Center will comply with the following optimal requirements under the ICE 2011 Performance Based National Detention Standards (PBNDS 2011), at no additional cost to the agency:

Standard 2.1: Admission and Release

- “Whenever possible, medical personnel shall be present to observe the strip search of a transgender detainee.” *(Section V.B.4.c)*

Standard 2.12: Special Management Units

- “Detainees must be evaluated by a medical professional prior to being placed in an SMU.” *(Section V.D)*

Standard 4.3: Medical Care

- “Medical facilities within the detention facility shall achieve and maintain current accreditation with the standards of the National Commission on Correctional Health Care (NCCHC), and shall maintain compliance with those standards.” *(Section II.1)*
- “Adequate space and staffing for the use of services of the ICE Tele-Health Systems, inclusive of tele-radiology (ITSP) and tele-medicine, shall be provided.” *(Section II.28)*
- “The facility, when equipped with appropriate technology and adequate space, shall provide for the use of services of the ICE Tele-Health Systems, inclusive of tele-radiology (ITSP), tele-psychiatry and tele-medicine.” *(Section V.DD)*

Standard 4.4: Medical Care (Women)

- “The facility’s provision of gynecological and obstetrical health care shall be in compliance with standards set by the National Commission on Correctional Health Care (NCCHC).” *(Section II.1)*

Standard 4.6: Significant Self-Harm and Suicide Prevention and Intervention

- “The facility shall be in compliance with standards set by the National Commission on Correctional Health Care (NCCHC) in its provision of preventive supervision, treatment, and therapeutic follow-up for clinically suicidal detainees or detainees at risk for significant self-harm.” *(Section II.3)*

Standard 4.7: Terminal Illness, Advance Directives, and Death

- “The facility shall be in compliance with standards set by the National Commission on Correctional Health Care (NCCHC) in its provision of medical care to terminally ill detainees.” *(Section II.2)*

Standard 5.4: Recreation

- Administrative Segregation: “Facilities operating at the optimal level will offer detainees at least two hours of recreation or exercise per day, seven days a week.” *(Section V.E)*
- Disciplinary Segregation: “Facilities operating at the optimal level will offer detainees at least one hour of recreation or exercise per day, seven days a week.” *(Section V.E)*
- “Detainees shall have at least four hours a day access, seven days a week, to outdoor recreation, weather and scheduling permitted.” *(Section II.2)*
- “Detainees in the general population shall have access at least four hours a day, seven days a week to outdoor recreation, weather and scheduling permitted. Daily indoor recreation shall also

be available. During inclement weather, detainees shall have access to indoor recreational opportunities with access to natural light.” (*Section V.B*)

- “Facilities operating at the optimal level shall offer access to reading materials, through libraries with regular hours, book carts or other means. Reading materials in English, Spanish and, if practicable, other languages, should be made available.” (*Section V.F*)
- “Facilities shall offer other programmatic activities, such as:
 1. educational classes or speakers;
 2. sobriety programs such as alcoholics anonymous; and
 3. other organized activities or recreational programs.” (*Section V.F*)

Standard 6.3: Law Libraries and Legal Material

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

WD 05-2081 (Rev.-12) was first posted on www.wdol.gov on 06/19/2012

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
Director
Division of Wage Determinations
State: Colorado

Wage Determination No.: 2005-2081
Revision No.: 12
Date Of Revision: 06/13/2012

Area: Colorado Counties of Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Grand, Jackson, Jefferson, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington, Weld, Yuma

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		14.16
01011 - Accounting Clerk I		16.44
01012 - Accounting Clerk II		18.38
01013 - Accounting Clerk III		26.31
01020 - Administrative Assistant		19.59
01040 - Court Reporter		14.06
01051 - Data Entry Operator I		15.35
01052 - Data Entry Operator II		19.37
01060 - Dispatcher, Motor Vehicle		14.55
01070 - Document Preparation Clerk		14.55
01090 - Duplicating Machine Operator		13.39
01111 - General Clerk I		14.61
01112 - General Clerk II		16.40
01113 - General Clerk III		21.75
01120 - Housing Referral Assistant		13.02
01141 - Messenger Courier		14.93
01191 - Order Clerk I		16.29
01192 - Order Clerk II		16.67
01261 - Personnel Assistant (Employment) I		18.65
01262 - Personnel Assistant (Employment) II		20.79
01263 - Personnel Assistant (Employment) III		22.33
01270 - Production Control Clerk		14.27
01280 - Receptionist		15.53
01290 - Rental Clerk		17.15
01300 - Scheduler, Maintenance		17.15
01311 - Secretary I		19.19
01312 - Secretary II		21.75
01313 - Secretary III		14.37
01320 - Service Order Dispatcher		26.31
01410 - Supply Technician		17.77
01420 - Survey Worker		13.55
01531 - Travel Clerk I		14.20
01532 - Travel Clerk II		15.19
01533 - Travel Clerk III		14.15
01611 - Word Processor I		15.88
01612 - Word Processor II		17.77
01613 - Word Processor III		26.19
05000 - Automotive Service Occupations		20.43
05005 - Automobile Body Repairer, Fiberglass		
05010 - Automotive Electrician		

05040 - Automotive Glass Installer	19.36
05070 - Automotive Worker	19.36
05110 - Mobile Equipment Servicer	17.61
05130 - Motor Equipment Metal Mechanic	20.82
05160 - Motor Equipment Metal Worker	19.36
05190 - Motor Vehicle Mechanic	20.82
05220 - Motor Vehicle Mechanic Helper	16.41
05250 - Motor Vehicle Upholstery Worker	19.36
05280 - Motor Vehicle Wrecker	19.36
05310 - Painter, Automotive	19.69
05340 - Radiator Repair Specialist	19.36
05370 - Tire Repairer	14.98
05400 - Transmission Repair Specialist	20.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.52
07041 - Cook I	13.06
07042 - Cook II	15.10
07070 - Dishwasher	9.69
07130 - Food Service Worker	10.90
07210 - Meat Cutter	15.13
07260 - Waiter/Waitress	10.65
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.06
09040 - Furniture Handler	15.90
09080 - Furniture Refinisher	19.06
09090 - Furniture Refinisher Helper	15.90
09110 - Furniture Repairer, Minor	18.10
09130 - Upholsterer	19.06
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.08
11060 - Elevator Operator	11.08
11090 - Gardener	18.19
11122 - Housekeeping Aide	12.46
11150 - Janitor	12.01
11210 - Laborer, Grounds Maintenance	14.67
11240 - Maid or Houseman	9.16
11260 - Pruner	13.16
11270 - Tractor Operator	17.30
11330 - Trail Maintenance Worker	14.67
11360 - Window Cleaner	13.37
12000 - Health Occupations	
12010 - Ambulance Driver	18.18
12011 - Breath Alcohol Technician	20.66
12012 - Certified Occupational Therapist Assistant	19.48
12015 - Certified Physical Therapist Assistant	18.75
12020 - Dental Assistant	18.55
12025 - Dental Hygienist	36.80
12030 - EKG Technician	24.05
12035 - Electroneurodiagnostic Technologist	24.05
12040 - Emergency Medical Technician	18.18
12071 - Licensed Practical Nurse I	18.46
12072 - Licensed Practical Nurse II	20.66
12073 - Licensed Practical Nurse III	23.03
12100 - Medical Assistant	15.94
12130 - Medical Laboratory Technician	17.47
12160 - Medical Record Clerk	16.12
12190 - Medical Record Technician	18.04
12195 - Medical Transcriptionist	18.73
12210 - Nuclear Medicine Technologist	36.64
12221 - Nursing Assistant I	11.78
12222 - Nursing Assistant II	13.25

12223 - Nursing Assistant III	14.46
12224 - Nursing Assistant IV	16.23
12235 - Optical Dispenser	20.66
12236 - Optical Technician	18.46
12250 - Pharmacy Technician	15.81
12280 - Phlebotomist	16.23
12305 - Radiologic Technologist	26.85
12311 - Registered Nurse I	29.98
12312 - Registered Nurse II	36.67
12313 - Registered Nurse II, Specialist	36.67
12314 - Registered Nurse III	43.96
12315 - Registered Nurse III, Anesthetist	43.96
12316 - Registered Nurse IV	53.17
12317 - Scheduler (Drug and Alcohol Testing)	27.05
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.46
13012 - Exhibits Specialist II	22.87
13013 - Exhibits Specialist III	27.97
13041 - Illustrator I	20.05
13042 - Illustrator II	23.10
13043 - Illustrator III	28.26
13047 - Librarian	28.29
13050 - Library Aide/Clerk	15.88
13054 - Library Information Technology Systems Administrator	25.55
13058 - Library Technician	17.64
13061 - Media Specialist I	18.43
13062 - Media Specialist II	20.62
13063 - Media Specialist III	22.99
13071 - Photographer I	16.85
13072 - Photographer II	18.85
13073 - Photographer III	23.36
13074 - Photographer IV	28.57
13075 - Photographer V	34.56
13110 - Video Teleconference Technician	18.26
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.81
14042 - Computer Operator II	19.93
14043 - Computer Operator III	22.21
14044 - Computer Operator IV	24.69
14045 - Computer Operator V	28.56
14071 - Computer Programmer I	24.31
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	17.81
14160 - Personal Computer Support Technician	24.69
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.58
15020 - Aircrew Training Devices Instructor (Rated)	43.06
15030 - Air Crew Training Devices Instructor (Pilot)	49.15
15050 - Computer Based Training Specialist / Instructor	35.58
15060 - Educational Technologist	31.17
15070 - Flight Instructor (Pilot)	49.15
15080 - Graphic Artist	21.93
15090 - Technical Instructor	21.99
15095 - Technical Instructor/Course Developer	26.89
15110 - Test Proctor	17.74

15120 - Tutor	17.74
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.84
16030 - Counter Attendant	9.84
16040 - Dry Cleaner	12.71
16070 - Finisher, Flatwork, Machine	9.84
16090 - Presser, Hand	9.84
16110 - Presser, Machine, Drycleaning	9.84
16130 - Presser, Machine, Shirts	9.84
16160 - Presser, Machine, Wearing Apparel, Laundry	9.84
16190 - Sewing Machine Operator	13.57
16220 - Tailor	14.48
16250 - Washer, Machine	10.93
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.32
19040 - Tool And Die Maker	21.57
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.96
21030 - Material Coordinator	22.33
21040 - Material Expediter	22.33
21050 - Material Handling Laborer	17.36
21071 - Order Filler	13.44
21080 - Production Line Worker (Food Processing)	14.96
21110 - Shipping Packer	15.20
21130 - Shipping/Receiving Clerk	15.20
21140 - Store Worker I	11.90
21150 - Stock Clerk	15.99
21210 - Tools And Parts Attendant	16.28
21410 - Warehouse Specialist	14.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.73
23021 - Aircraft Mechanic I	27.10
23022 - Aircraft Mechanic II	28.53
23023 - Aircraft Mechanic III	29.70
23040 - Aircraft Mechanic Helper	19.22
23050 - Aircraft, Painter	25.80
23060 - Aircraft Servicer	22.49
23080 - Aircraft Worker	24.13
23110 - Appliance Mechanic	22.34
23120 - Bicycle Repairer	14.98
23125 - Cable Splicer	30.57
23130 - Carpenter, Maintenance	19.40
23140 - Carpet Layer	18.72
23160 - Electrician, Maintenance	24.90
23181 - Electronics Technician Maintenance I	22.14
23182 - Electronics Technician Maintenance II	23.65
23183 - Electronics Technician Maintenance III	25.12
23260 - Fabric Worker	20.52
23290 - Fire Alarm System Mechanic	21.09
23310 - Fire Extinguisher Repairer	18.97
23311 - Fuel Distribution System Mechanic	23.46
23312 - Fuel Distribution System Operator	18.97
23370 - General Maintenance Worker	19.16
23380 - Ground Support Equipment Mechanic	27.10
23381 - Ground Support Equipment Servicer	22.49
23382 - Ground Support Equipment Worker	24.13
23391 - Gunsmith I	17.13
23392 - Gunsmith II	19.81
23393 - Gunsmith III	22.48
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.73

23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.92
23430 - Heavy Equipment Mechanic	22.05
23440 - Heavy Equipment Operator	20.98
23460 - Instrument Mechanic	28.48
23465 - Laboratory/Shelter Mechanic	21.17
23470 - Laborer	13.87
23510 - Locksmith	20.97
23530 - Machinery Maintenance Mechanic	23.43
23550 - Machinist, Maintenance	19.33
23580 - Maintenance Trades Helper	15.26
23591 - Metrology Technician I	28.48
23592 - Metrology Technician II	29.91
23593 - Metrology Technician III	31.16
23640 - Millwright	22.48
23710 - Office Appliance Repairer	21.44
23760 - Painter, Maintenance	17.84
23790 - Pipefitter, Maintenance	24.59
23810 - Plumber, Maintenance	21.93
23820 - Pneudraulic Systems Mechanic	22.48
23850 - Rigger	22.48
23870 - Scale Mechanic	19.81
23890 - Sheet-Metal Worker, Maintenance	19.85
23910 - Small Engine Mechanic	17.92
23931 - Telecommunications Mechanic I	27.08
23932 - Telecommunications Mechanic II	28.50
23950 - Telephone Lineman	23.34
23960 - Welder, Combination, Maintenance	19.79
23965 - Well Driller	20.88
23970 - Woodcraft Worker	22.48
23980 - Woodworker	17.13
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.69
24580 - Child Care Center Clerk	14.17
24610 - Chore Aide	10.52
24620 - Family Readiness And Support Services Coordinator	15.93
24630 - Homemaker	16.29
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	22.79
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.33
25210 - Water Treatment Plant Operator	22.79
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.94
27007 - Baggage Inspector	13.19
27008 - Corrections Officer	23.36
27010 - Court Security Officer	27.27
27030 - Detection Dog Handler	21.32
27040 - Detention Officer	24.05
27070 - Firefighter	29.32
27101 - Guard I	13.19
27102 - Guard II	21.32
27131 - Police Officer I	29.14
27132 - Police Officer II	32.39
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.08
28042 - Carnival Equipment Repairer	14.10
28043 - Carnival Equipment Worker	10.23
28210 - Gate Attendant/Gate Tender	15.14

28310 - Lifeguard	11.73
28350 - Park Attendant (Aide)	16.75
28510 - Recreation Aide/Health Facility Attendant	12.36
28515 - Recreation Specialist	16.28
28630 - Sports Official	13.49
28690 - Swimming Pool Operator	17.05
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.50
29020 - Hatch Tender	23.50
29030 - Line Handler	23.50
29041 - Stevedore I	21.91
29042 - Stevedore II	25.48
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	38.39
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.47
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.16
30021 - Archeological Technician I	19.40
30022 - Archeological Technician II	21.70
30023 - Archeological Technician III	26.89
30030 - Cartographic Technician	26.41
30040 - Civil Engineering Technician	24.61
30061 - Drafter/CAD Operator I	18.45
30062 - Drafter/CAD Operator II	20.65
30063 - Drafter/CAD Operator III	23.84
30064 - Drafter/CAD Operator IV	31.50
30081 - Engineering Technician I	18.44
30082 - Engineering Technician II	20.69
30083 - Engineering Technician III	23.15
30084 - Engineering Technician IV	28.69
30085 - Engineering Technician V	35.09
30086 - Engineering Technician VI	42.45
30090 - Environmental Technician	24.08
30210 - Laboratory Technician	21.37
30240 - Mathematical Technician	26.62
30361 - Paralegal/Legal Assistant I	19.46
30362 - Paralegal/Legal Assistant II	24.11
30363 - Paralegal/Legal Assistant III	29.49
30364 - Paralegal/Legal Assistant IV	35.68
30390 - Photo-Optics Technician	26.62
30461 - Technical Writer I	26.26
30462 - Technical Writer II	32.12
30463 - Technical Writer III	38.86
30491 - Unexploded Ordnance (UXO) Technician I	24.40
30492 - Unexploded Ordnance (UXO) Technician II	29.52
30493 - Unexploded Ordnance (UXO) Technician III	35.38
30494 - Unexploded (UXO) Safety Escort	24.40
30495 - Unexploded (UXO) Sweep Personnel	24.40
30620 - Weather Observer, Combined Upper Air Or (see 2)	23.84
Surface Programs	
30621 - Weather Observer, Senior (see 2)	26.41
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.89
31030 - Bus Driver	15.89
31043 - Driver Courier	14.49
31260 - Parking and Lot Attendant	9.13
31290 - Shuttle Bus Driver	15.55
31310 - Taxi Driver	12.89
31361 - Truckdriver, Light	15.55
31362 - Truckdriver, Medium	19.65
31363 - Truckdriver, Heavy	20.37
31364 - Truckdriver, Tractor-Trailer	20.37

99000 - Miscellaneous Occupations	
99030 - Cashier	10.78
99050 - Desk Clerk	10.42
99095 - Embalmer	23.94
99251 - Laboratory Animal Caretaker I	10.92
99252 - Laboratory Animal Caretaker II	11.74
99310 - Mortician	24.19
99410 - Pest Controller	20.41
99510 - Photofinishing Worker	12.03
99710 - Recycling Laborer	18.59
99711 - Recycling Specialist	22.42
99730 - Refuse Collector	16.70
99810 - Sales Clerk	12.60
99820 - School Crossing Guard	12.64
99830 - Survey Party Chief	22.70
99831 - Surveying Aide	12.60
99832 - Surveying Technician	20.64
99840 - Vending Machine Attendant	14.38
99841 - Vending Machine Repairer	17.05
99842 - Vending Machine Repairer Helper	14.38

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to 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.

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.

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/>.

REGISTER OF WAGE DETERMINATION 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 Koplewski Division of
Director Wage Determinations

Wage Determination No.: CBA-2010-3486
Revision No.: 1
Date Of Last Revision: 10/19/2011

State: Colorado

Area: Denver

Employed on DHS/ICE OAQ DM Laguna contract for Detention Services.

Collective Bargaining Agreement between contractor: GEO Group, and union: Intl Union Security & Fire Prof of America (SPFPA) Local 903, effective 6/1/2010 through 5/31/2013 and amended on 5/17/2011.

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

05-2081 Wage Determination

Attachment 1 to HSCEDM-11-D-00003-P00007

WD 05-2081 (Rev.-13) 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.: 2005-2081
Revision No.: 13
Date Of Revision: 06/19/2013

State: Colorado

Area: Colorado Counties of Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Grand, Jackson, Jefferson, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington, Weld, Yuma

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.16
01012 - Accounting Clerk II		16.44
01013 - Accounting Clerk III		18.38
01020 - Administrative Assistant		26.31
01040 - Court Reporter		19.59
01051 - Data Entry Operator I		14.06
01052 - Data Entry Operator II		15.35
01060 - Dispatcher, Motor Vehicle		19.37
01070 - Document Preparation Clerk		14.55
01090 - Duplicating Machine Operator		14.55
01111 - General Clerk I		13.39
01112 - General Clerk II		14.61
01113 - General Clerk III		16.40
01120 - Housing Referral Assistant		21.75
01141 - Messenger Courier		13.02
01191 - Order Clerk I		14.93
01192 - Order Clerk II		16.29
01261 - Personnel Assistant (Employment) I		16.67
01262 - Personnel Assistant (Employment) II		18.65
01263 - Personnel Assistant (Employment) III		20.79
01270 - Production Control Clerk		22.33
01280 - Receptionist		14.27
01290 - Rental Clerk		15.53
01300 - Scheduler, Maintenance		17.15
01311 - Secretary I		17.15
01312 - Secretary II		19.19
01313 - Secretary III		21.75
01320 - Service Order Dispatcher		14.37
01410 - Supply Technician		26.31
01420 - Survey Worker		17.77
01531 - Travel Clerk I		13.55
01532 - Travel Clerk II		14.20
01533 - Travel Clerk III		15.19
01611 - Word Processor I		14.15
01612 - Word Processor II		15.88
01613 - Word Processor III		17.77
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		26.19
05010 - Automotive Electrician		20.43

05-2081 Wage Determination

05040 - Automotive Glass Installer	19.36
05070 - Automotive Worker	19.36
05110 - Mobile Equipment Servicer	17.61
05130 - Motor Equipment Metal Mechanic	20.82
05160 - Motor Equipment Metal Worker	19.36
05190 - Motor Vehicle Mechanic	20.82
05220 - Motor Vehicle Mechanic Helper	16.41
05250 - Motor Vehicle Upholstery Worker	19.36
05280 - Motor Vehicle Wrecker	19.36
05310 - Painter, Automotive	19.69
05340 - Radiator Repair Specialist	19.36
05370 - Tire Repairer	14.98
05400 - Transmission Repair Specialist	20.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.52
07041 - Cook I	13.06
07042 - Cook II	15.10
07070 - Dishwasher	9.69
07130 - Food Service Worker	10.90
07210 - Meat Cutter	15.13
07260 - Waiter/waitress	10.65
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.06
09040 - Furniture Handler	15.90
09080 - Furniture Refinisher	19.06
09090 - Furniture Refinisher Helper	15.90
09110 - Furniture Repairer, Minor	18.10
09130 - Upholsterer	19.06
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.08
11060 - Elevator Operator	11.08
11090 - Gardener	18.19
11122 - Housekeeping Aide	12.46
11150 - Janitor	12.01
11210 - Laborer, Grounds Maintenance	14.67
11240 - Maid or Houseman	9.16
11260 - Pruner	13.16
11270 - Tractor Operator	17.30
11330 - Trail Maintenance Worker	14.67
11360 - Window Cleaner	13.37
12000 - Health Occupations	
12010 - Ambulance Driver	18.18
12011 - Breath Alcohol Technician	20.66
12012 - Certified Occupational Therapist Assistant	19.48
12015 - Certified Physical Therapist Assistant	18.75
12020 - Dental Assistant	18.55
12025 - Dental Hygienist	36.80
12030 - EKG Technician	24.05
12035 - Electroneurodiagnostic Technologist	24.05
12040 - Emergency Medical Technician	18.18
12071 - Licensed Practical Nurse I	18.46
12072 - Licensed Practical Nurse II	20.66
12073 - Licensed Practical Nurse III	23.03
12100 - Medical Assistant	15.94
12130 - Medical Laboratory Technician	17.47
12160 - Medical Record Clerk	16.12
12190 - Medical Record Technician	18.04
12195 - Medical Transcriptionist	18.73
12210 - Nuclear Medicine Technologist	36.64
12221 - Nursing Assistant I	11.78
12222 - Nursing Assistant II	13.25
12223 - Nursing Assistant III	14.46
12224 - Nursing Assistant IV	16.23

05-2081 wage Determination

12235 - Optical Dispenser	20.66
12236 - Optical Technician	18.46
12250 - Pharmacy Technician	15.81
12280 - Phlebotomist	16.23
12305 - Radiologic Technologist	26.85
12311 - Registered Nurse I	29.98
12312 - Registered Nurse II	36.67
12313 - Registered Nurse II, Specialist	36.67
12314 - Registered Nurse III	43.96
12315 - Registered Nurse III, Anesthetist	43.96
12316 - Registered Nurse IV	53.17
12317 - Scheduler (Drug and Alcohol Testing)	27.05
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.46
13012 - Exhibits Specialist II	22.87
13013 - Exhibits Specialist III	27.97
13041 - Illustrator I	20.05
13042 - Illustrator II	23.10
13043 - Illustrator III	28.26
13047 - Librarian	28.29
13050 - Library Aide/Clerk	15.88
13054 - Library Information Technology Systems Administrator	25.55
13058 - Library Technician	17.64
13061 - Media Specialist I	18.43
13062 - Media Specialist II	20.62
13063 - Media Specialist III	22.99
13071 - Photographer I	16.85
13072 - Photographer II	18.85
13073 - Photographer III	23.36
13074 - Photographer IV	28.57
13075 - Photographer V	34.56
13110 - Video Teleconference Technician	18.26
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.81
14042 - Computer Operator II	19.93
14043 - Computer Operator III	22.21
14044 - Computer Operator IV	24.69
14045 - Computer Operator V	28.56
14071 - Computer Programmer I	24.31
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	17.81
14160 - Personal Computer Support Technician	24.69
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.58
15020 - Aircrew Training Devices Instructor (Rated)	43.06
15030 - Air Crew Training Devices Instructor (Pilot)	49.15
15050 - Computer Based Training Specialist / Instructor	35.58
15060 - Educational Technologist	31.17
15070 - Flight Instructor (Pilot)	49.15
15080 - Graphic Artist	21.93
15090 - Technical Instructor	21.99
15095 - Technical Instructor/Course Developer	26.89
15110 - Test Proctor	17.74
15120 - Tutor	17.74
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.84
16030 - Counter Attendant	9.84

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16040 - Dry Cleaner	12.71
16070 - Finisher, Flatwork, Machine	9.84
16090 - Presser, Hand	9.84
16110 - Presser, Machine, Drycleaning	9.84
16130 - Presser, Machine, Shirts	9.84
16160 - Presser, Machine, Wearing Apparel, Laundry	9.84
16190 - Sewing Machine Operator	13.57
16220 - Tailor	14.48
16250 - Washer, Machine	10.93
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.32
19040 - Tool And Die Maker	21.57
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.96
21030 - Material Coordinator	22.33
21040 - Material Expediter	22.33
21050 - Material Handling Laborer	17.36
21071 - Order Filler	13.44
21080 - Production Line Worker (Food Processing)	14.96
21110 - Shipping Packer	15.20
21130 - Shipping/Receiving Clerk	15.20
21140 - Store Worker I	11.90
21150 - Stock Clerk	15.99
21210 - Tools And Parts Attendant	16.28
21410 - Warehouse Specialist	14.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.73
23021 - Aircraft Mechanic I	27.10
23022 - Aircraft Mechanic II	28.53
23023 - Aircraft Mechanic III	29.70
23040 - Aircraft Mechanic Helper	19.22
23050 - Aircraft, Painter	25.80
23060 - Aircraft Servicer	22.49
23080 - Aircraft Worker	24.13
23110 - Appliance Mechanic	22.34
23120 - Bicycle Repairer	14.98
23125 - Cable Splicer	30.57
23130 - Carpenter, Maintenance	19.40
23140 - Carpet Layer	18.72
23160 - Electrician, Maintenance	24.90
23181 - Electronics Technician Maintenance I	22.14
23182 - Electronics Technician Maintenance II	23.65
23183 - Electronics Technician Maintenance III	25.12
23260 - Fabric Worker	20.52
23290 - Fire Alarm System Mechanic	21.09
23310 - Fire Extinguisher Repairer	18.97
23311 - Fuel Distribution System Mechanic	23.46
23312 - Fuel Distribution System Operator	18.97
23370 - General Maintenance Worker	19.16
23380 - Ground Support Equipment Mechanic	27.10
23381 - Ground Support Equipment Servicer	22.49
23382 - Ground Support Equipment Worker	24.13
23391 - Gunsmith I	17.13
23392 - Gunsmith II	19.81
23393 - Gunsmith III	22.48
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.73
23411 - Heating, Ventilation And Air Contdioning Mechanic (Research Facility)	23.92
23430 - Heavy Equipment Mechanic	22.05
23440 - Heavy Equipment Operator	20.98
23460 - Instrument Mechanic	28.48
23465 - Laboratory/Shelter Mechanic	21.17

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23470 - Laborer	13.87
23510 - Locksmith	20.97
23530 - Machinery Maintenance Mechanic	23.43
23550 - Machinist, Maintenance	19.33
23580 - Maintenance Trades Helper	15.26
23591 - Metrology Technician I	28.48
23592 - Metrology Technician II	29.91
23593 - Metrology Technician III	31.16
23640 - Millwright	22.48
23710 - Office Appliance Repairer	21.44
23760 - Painter, Maintenance	17.84
23790 - Pipefitter, Maintenance	24.59
23810 - Plumber, Maintenance	21.93
23820 - Pneudraulic Systems Mechanic	22.48
23850 - Rigger	22.48
23870 - Scale Mechanic	19.81
23890 - Sheet-Metal worker, Maintenance	19.85
23910 - Small Engine Mechanic	17.92
23931 - Telecommunications Mechanic I	27.08
23932 - Telecommunications Mechanic II	28.50
23950 - Telephone Lineman	23.34
23960 - Welder, Combination, Maintenance	19.79
23965 - Well Driller	20.88
23970 - Woodcraft Worker	22.48
23980 - Woodworker	17.13
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.69
24580 - Child Care Center Clerk	14.17
24610 - Chore Aide	10.52
24620 - Family Readiness And Support Services Coordinator	15.93
24630 - Homemaker	16.29
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	22.79
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.33
25210 - Water Treatment Plant Operator	22.79
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.94
27007 - Baggage Inspector	13.19
27008 - Corrections Officer	23.36
27010 - Court Security Officer	27.27
27030 - Detection Dog Handler	21.32
27040 - Detention Officer	24.05
27070 - Firefighter	29.32
27101 - Guard I	13.19
27102 - Guard II	21.32
27131 - Police Officer I	29.14
27132 - Police Officer II	32.39
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.08
28042 - Carnival Equipment Repairer	14.10
28043 - Carnival Equipment Worker	10.23
28210 - Gate Attendant/Gate Tender	15.14
28310 - Lifeguard	11.73
28350 - Park Attendant (Aide)	16.75
28510 - Recreation Aide/Health Facility Attendant	12.36
28515 - Recreation Specialist	16.28
28630 - Sports Official	13.49
28690 - Swimming Pool Operator	17.05
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.50

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29020	- Hatch Tender	23.50
29030	- Line Handler	23.50
29041	- Stevedore I	21.91
29042	- Stevedore II	25.48
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	38.39
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	26.47
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.16
30021	- Archeological Technician I	19.40
30022	- Archeological Technician II	21.70
30023	- Archeological Technician III	26.89
30030	- Cartographic Technician	26.41
30040	- Civil Engineering Technician	24.61
30061	- Drafter/CAD Operator I	18.45
30062	- Drafter/CAD Operator II	20.65
30063	- Drafter/CAD Operator III	23.84
30064	- Drafter/CAD Operator IV	31.50
30081	- Engineering Technician I	18.44
30082	- Engineering Technician II	20.69
30083	- Engineering Technician III	23.15
30084	- Engineering Technician IV	28.69
30085	- Engineering Technician V	35.09
30086	- Engineering Technician VI	42.45
30090	- Environmental Technician	24.08
30210	- Laboratory Technician	21.37
30240	- Mathematical Technician	26.62
30361	- Paralegal/Legal Assistant I	19.46
30362	- Paralegal/Legal Assistant II	24.11
30363	- Paralegal/Legal Assistant III	29.49
30364	- Paralegal/Legal Assistant IV	35.68
30390	- Photo-Optics Technician	26.62
30461	- Technical Writer I	26.26
30462	- Technical Writer II	32.12
30463	- Technical Writer III	38.86
30491	- Unexploded Ordnance (UXO) Technician I	24.40
30492	- Unexploded Ordnance (UXO) Technician II	29.52
30493	- Unexploded Ordnance (UXO) Technician III	35.38
30494	- Unexploded (UXO) Safety Escort	24.40
30495	- Unexploded (UXO) Sweep Personnel	24.40
30620	- Weather Observer, Combined Upper Air Or (see 2)	23.84
	Surface Programs	
30621	- Weather Observer, Senior (see 2)	26.41
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	11.89
31030	- Bus Driver	15.89
31043	- Driver Courier	14.49
31260	- Parking and Lot Attendant	9.13
31290	- Shuttle Bus Driver	15.55
31310	- Taxi Driver	12.89
31361	- Truckdriver, Light	15.55
31362	- Truckdriver, Medium	19.65
31363	- Truckdriver, Heavy	20.37
31364	- Truckdriver, Tractor-Trailer	20.37
99000	- Miscellaneous Occupations	
99030	- Cashier	10.78
99050	- Desk Clerk	10.42
99095	- Embalmer	23.94
99251	- Laboratory Animal Caretaker I	10.92
99252	- Laboratory Animal Caretaker II	11.74
99310	- Mortician	24.19
99410	- Pest Controller	20.41
99510	- Photofinishing Worker	12.03
99710	- Recycling Laborer	18.59

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99711 - Recycling Specialist	22.42
99730 - Refuse Collector	16.70
99810 - Sales Clerk	12.60
99820 - School Crossing Guard	12.64
99830 - Survey Party Chief	22.70
99831 - Surveying Aide	12.60
99832 - Surveying Technician	20.64
99840 - Vending Machine Attendant	14.38
99841 - Vending Machine Repairer	17.05
99842 - Vending Machine Repairer Helper	14.38

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

05-2081 wage Determination

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.

05-2081 Wage Determination

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.

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>.

05-2081 Wage Determination
gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) web site at
<http://wdol.gov/>.

Attachment 1 - HSCEDM-11-D-00003-P00010

WD 05-2081 (Rev.-14) was first posted on www.wdol.gov on 08/05/2014

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.: 2005-2081
Revision No.: 14
Date Of Revision: 07/25/2014

State: Colorado

Area: Colorado Counties of Adams, Arapahoe, Boulder, Broomfield, Clear Creek,
Denver, Douglas, Elbert, Gilpin, Grand, Jackson, Jefferson, Logan, Morgan,
Park, Phillips, Sedgwick, Summit, Washington, Weld, Yuma

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.16
01012 - Accounting Clerk II		16.44
01013 - Accounting Clerk III		18.38
01020 - Administrative Assistant		26.31
01040 - Court Reporter		19.59
01051 - Data Entry Operator I		14.06
01052 - Data Entry Operator II		15.35
01060 - Dispatcher, Motor Vehicle		19.37
01070 - Document Preparation Clerk		14.55
01090 - Duplicating Machine Operator		14.55
01111 - General Clerk I		13.39
01112 - General Clerk II		14.61
01113 - General Clerk III		16.40
01120 - Housing Referral Assistant		21.75
01141 - Messenger Courier		13.02
01191 - Order Clerk I		14.93
01192 - Order Clerk II		16.29
01261 - Personnel Assistant (Employment) I		16.67
01262 - Personnel Assistant (Employment) II		18.65
01263 - Personnel Assistant (Employment) III		20.79
01270 - Production Control Clerk		22.33
01280 - Receptionist		14.27
01290 - Rental Clerk		15.53
01300 - Scheduler, Maintenance		17.15
01311 - Secretary I		17.15
01312 - Secretary II		19.19
01313 - Secretary III		21.75
01320 - Service Order Dispatcher		14.37
01410 - Supply Technician		26.31
01420 - Survey Worker		17.77
01531 - Travel Clerk I		13.55
01532 - Travel Clerk II		14.20
01533 - Travel Clerk III		15.19
01611 - Word Processor I		14.15
01612 - Word Processor II		15.88
01613 - Word Processor III		17.77
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		26.19
05010 - Automotive Electrician		20.43

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05040 - Automotive Glass Installer	19.36
05070 - Automotive Worker	19.36
05110 - Mobile Equipment Servicer	17.61
05130 - Motor Equipment Metal Mechanic	20.82
05160 - Motor Equipment Metal Worker	19.36
05190 - Motor Vehicle Mechanic	20.82
05220 - Motor Vehicle Mechanic Helper	16.41
05250 - Motor Vehicle Upholstery Worker	19.36
05280 - Motor Vehicle wrecker	19.36
05310 - Painter, Automotive	19.69
05340 - Radiator Repair Specialist	19.36
05370 - Tire Repairer	14.98
05400 - Transmission Repair Specialist	20.82
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.52
07041 - Cook I	13.06
07042 - Cook II	15.10
07070 - Dishwasher	9.69
07130 - Food Service worker	10.90
07210 - Meat Cutter	15.13
07260 - waiter/waitress	10.65
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.06
09040 - Furniture Handler	15.90
09080 - Furniture Refinisher	19.06
09090 - Furniture Refinisher Helper	15.90
09110 - Furniture Repairer, Minor	18.10
09130 - Upholsterer	19.06
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.08
11060 - Elevator Operator	11.08
11090 - Gardener	18.19
11122 - Housekeeping Aide	12.46
11150 - Janitor	12.01
11210 - Laborer, Grounds Maintenance	14.67
11240 - Maid or Houseman	9.16
11260 - Pruner	13.16
11270 - Tractor Operator	17.30
11330 - Trail Maintenance Worker	14.67
11360 - Window Cleaner	13.37
12000 - Health Occupations	
12010 - Ambulance Driver	18.18
12011 - Breath Alcohol Technician	20.66
12012 - Certified Occupational Therapist Assistant	19.48
12015 - Certified Physical Therapist Assistant	18.75
12020 - Dental Assistant	18.55
12025 - Dental Hygienist	36.80
12030 - EKG Technician	24.05
12035 - Electroneurodiagnostic Technologist	24.05
12040 - Emergency Medical Technician	18.18
12071 - Licensed Practical Nurse I	18.46
12072 - Licensed Practical Nurse II	20.66
12073 - Licensed Practical Nurse III	23.03
12100 - Medical Assistant	15.94
12130 - Medical Laboratory Technician	17.47
12160 - Medical Record Clerk	16.12
12190 - Medical Record Technician	18.04
12195 - Medical Transcriptionist	18.73
12210 - Nuclear Medicine Technologist	36.64
12221 - Nursing Assistant I	11.78
12222 - Nursing Assistant II	13.25
12223 - Nursing Assistant III	14.46
12224 - Nursing Assistant IV	16.23

12235 - Optical Dispenser	20.66
12236 - Optical Technician	18.46
12250 - Pharmacy Technician	15.81
12280 - Phlebotomist	16.23
12305 - Radiologic Technologist	26.85
12311 - Registered Nurse I	29.98
12312 - Registered Nurse II	36.67
12313 - Registered Nurse II, Specialist	36.67
12314 - Registered Nurse III	43.96
12315 - Registered Nurse III, Anesthetist	43.96
12316 - Registered Nurse IV	53.17
12317 - Scheduler (Drug and Alcohol Testing)	27.05
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15050 - Computer Based Training Specialist / Instructor	35.58
15060 - Educational Technologist	31.17
15070 - Flight Instructor (Pilot)	49.15
15080 - Graphic Artist	21.93
15090 - Technical Instructor	21.99
15095 - Technical Instructor/Course Developer	26.89
15110 - Test Proctor	17.74
15120 - Tutor	17.74
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.84
16030 - Counter Attendant	9.84

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16040 - Dry Cleaner	12.71
16070 - Finisher, Flatwork, Machine	9.84
16090 - Presser, Hand	9.84
16110 - Presser, Machine, Drycleaning	9.84
16130 - Presser, Machine, Shirts	9.84
16160 - Presser, Machine, Wearing Apparel, Laundry	9.84
16190 - Sewing Machine Operator	13.57
16220 - Tailor	14.48
16250 - Washer, Machine	10.93
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.32
19040 - Tool And Die Maker	21.57
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.96
21030 - Material Coordinator	22.33
21040 - Material Expediter	22.33
21050 - Material Handling Laborer	17.36
21071 - Order Filler	13.44
21080 - Production Line Worker (Food Processing)	14.96
21110 - Shipping Packer	15.20
21130 - Shipping/Receiving Clerk	15.20
21140 - Store Worker I	11.90
21150 - Stock Clerk	15.99
21210 - Tools And Parts Attendant	16.28
21410 - Warehouse Specialist	14.96
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.73
23021 - Aircraft Mechanic I	27.10
23022 - Aircraft Mechanic II	28.53
23023 - Aircraft Mechanic III	29.70
23040 - Aircraft Mechanic Helper	19.22
23050 - Aircraft, Painter	25.80
23060 - Aircraft Servicer	22.49
23080 - Aircraft Worker	24.13
23110 - Appliance Mechanic	22.34
23120 - Bicycle Repairer	14.98
23125 - Cable Splicer	30.57
23130 - Carpenter, Maintenance	19.40
23140 - Carpet Layer	18.72
23160 - Electrician, Maintenance	24.90
23181 - Electronics Technician Maintenance I	22.14
23182 - Electronics Technician Maintenance II	23.65
23183 - Electronics Technician Maintenance III	25.12
23260 - Fabric Worker	20.52
23290 - Fire Alarm System Mechanic	21.09
23310 - Fire Extinguisher Repairer	18.97
23311 - Fuel Distribution System Mechanic	23.46
23312 - Fuel Distribution System Operator	18.97
23370 - General Maintenance Worker	19.16
23380 - Ground Support Equipment Mechanic	27.10
23381 - Ground Support Equipment Servicer	22.49
23382 - Ground Support Equipment Worker	24.13
23391 - Gunsmith I	17.13
23392 - Gunsmith II	19.81
23393 - Gunsmith III	22.48
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.73
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	23.92
23430 - Heavy Equipment Mechanic	22.05
23440 - Heavy Equipment Operator	20.98
23460 - Instrument Mechanic	28.48
23465 - Laboratory/Shelter Mechanic	21.17

23470 - Laborer	13.87
23510 - Locksmith	20.97
23530 - Machinery Maintenance Mechanic	23.43
23550 - Machinist, Maintenance	19.33
23580 - Maintenance Trades Helper	15.26
23591 - Metrology Technician I	28.48
23592 - Metrology Technician II	29.91
23593 - Metrology Technician III	31.16
23640 - Millwright	22.48
23710 - Office Appliance Repairer	21.44
23760 - Painter, Maintenance	17.84
23790 - Pipefitter, Maintenance	24.59
23810 - Plumber, Maintenance	21.93
23820 - Pneudraulic Systems Mechanic	22.48
23850 - Rigger	22.48
23870 - Scale Mechanic	19.81
23890 - Sheet-Metal worker, Maintenance	19.85
23910 - Small Engine Mechanic	17.92
23931 - Telecommunications Mechanic I	27.08
23932 - Telecommunications Mechanic II	28.50
23950 - Telephone Lineman	23.34
23960 - welder, Combination, Maintenance	19.79
23965 - well Driller	20.88
23970 - Woodcraft Worker	22.48
23980 - Woodworker	17.13
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.69
24580 - Child Care Center Clerk	14.17
24610 - Chore Aide	10.52
24620 - Family Readiness And Support Services Coordinator	15.93
24630 - Homemaker	16.29
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.70
25040 - Sewage Plant Operator	22.79
25070 - Stationary Engineer	24.70
25190 - Ventilation Equipment Tender	17.33
25210 - Water Treatment Plant Operator	22.79
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.94
27007 - Baggage Inspector	13.19
27008 - Corrections Officer	23.36
27010 - Court Security Officer	27.27
27030 - Detection Dog Handler	21.32
27040 - Detention Officer	24.05
27070 - Firefighter	29.32
27101 - Guard I	13.19
27102 - Guard II	21.32
27131 - Police Officer I	29.14
27132 - Police Officer II	32.39
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.08
28042 - Carnival Equipment Repairer	14.10
28043 - Carnival Equipment Worker	10.23
28210 - Gate Attendant/Gate Tender	15.14
28310 - Lifeguard	11.73
28350 - Park Attendant (Aide)	16.75
28510 - Recreation Aide/Health Facility Attendant	12.36
28515 - Recreation Specialist	16.28
28630 - Sports Official	13.49
28690 - Swimming Pool Operator	17.05
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.50

29020	- Hatch Tender	23.50
29030	- Line Handler	23.50
29041	- Stevedore I	21.91
29042	- Stevedore II	25.48
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	38.39
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	26.47
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.16
30021	- Archeological Technician I	19.40
30022	- Archeological Technician II	21.70
30023	- Archeological Technician III	26.89
30030	- Cartographic Technician	26.41
30040	- Civil Engineering Technician	24.61
30061	- Drafter/CAD Operator I	18.45
30062	- Drafter/CAD Operator II	20.65
30063	- Drafter/CAD Operator III	23.84
30064	- Drafter/CAD Operator IV	31.50
30081	- Engineering Technician I	18.44
30082	- Engineering Technician II	20.69
30083	- Engineering Technician III	23.15
30084	- Engineering Technician IV	28.69
30085	- Engineering Technician V	35.09
30086	- Engineering Technician VI	42.45
30090	- Environmental Technician	24.08
30210	- Laboratory Technician	21.37
30240	- Mathematical Technician	26.62
30361	- Paralegal/Legal Assistant I	19.46
30362	- Paralegal/Legal Assistant II	24.11
30363	- Paralegal/Legal Assistant III	29.49
30364	- Paralegal/Legal Assistant IV	35.68
30390	- Photo-Optics Technician	26.62
30461	- Technical Writer I	26.26
30462	- Technical Writer II	32.12
30463	- Technical Writer III	38.86
30491	- Unexploded Ordnance (UXO) Technician I	24.40
30492	- Unexploded Ordnance (UXO) Technician II	29.52
30493	- Unexploded Ordnance (UXO) Technician III	35.38
30494	- Unexploded (UXO) Safety Escort	24.40
30495	- Unexploded (UXO) Sweep Personnel	24.40
30620	- Weather Observer, Combined Upper Air Or (see 2)	23.84
	Surface Programs	
30621	- Weather Observer, Senior (see 2)	26.41
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	11.89
31030	- Bus Driver	15.89
31043	- Driver Courier	14.49
31260	- Parking and Lot Attendant	9.13
31290	- Shuttle Bus Driver	15.55
31310	- Taxi Driver	12.89
31361	- Truckdriver, Light	15.55
31362	- Truckdriver, Medium	19.65
31363	- Truckdriver, Heavy	20.37
31364	- Truckdriver, Tractor-Trailer	20.37
99000	- Miscellaneous Occupations	
99030	- Cashier	10.78
99050	- Desk Clerk	10.42
99095	- Embalmer	23.94
99251	- Laboratory Animal Caretaker I	10.92
99252	- Laboratory Animal Caretaker II	11.74
99310	- Mortician	24.19
99410	- Pest Controller	20.41
99510	- Photofinishing worker	12.03
99710	- Recycling Laborer	18.59

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99711 - Recycling Specialist	22.42
99730 - Refuse Collector	16.70
99810 - Sales Clerk	12.60
99820 - School Crossing Guard	12.64
99830 - Survey Party Chief	22.70
99831 - Surveying Aide	12.60
99832 - Surveying Technician	20.64
99840 - Vending Machine Attendant	14.38
99841 - Vending Machine Repairer	17.05
99842 - Vending Machine Repairer Helper	14.38

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

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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.

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.

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>.

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gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) web site at
<http://wdol.gov/>.