



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

August 19, 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  
Twentieth Interim Release**

Dear Ms. Stevens:

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

FOIA request 2018-ICFO-59138 seeks:

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

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

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

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

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

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

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

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

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

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

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

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

- 3) Hudson County Jail, Hudson County, NJ;
- 4) Stewart County, GA, (CoreCivic);
- 5) Aurora, Colorado (GEO)
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- 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 580 pages of potentially responsive documents. Of those 580 pages, ICE determined that 92 pages was deemed duplicative; 140 pages will be released in full and the remaining 19 pages will be withheld in part pursuant to FOIA Exemptions 4, 6, 7(C) and 7(E) as described below, and 329 pages have been sent to GEO Group for consultation. These pages will be produced upon completion of review. A total of 159 pages have been Bates numbered 2020-ICLI-00042 7425 through 2020-ICLI-00042 7583.

Included in this release are 13 pages that were sent out for consultation. ICE has determined that portions of the 13 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 084 through 2020-ICLI-00042 STGi 096.

**FOIA Exemption 4** protects trade secrets and commercial or financial information obtained from a person that is privileged or confidential. Under the U.S. Supreme Court precedent, *Food Marketing Institute v. Argus Leader Media*, 139 S. Ct. 2356 (2019), information will be deemed “confidential” for the purposes of protection under Exemption 4 “at least where commercial or financial information is both customarily and actually treated as private by its owner and provided to the government under an assurance of privacy.” *Id.* at 2363. 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](mailto:Alex.Hartzler@usdoj.gov).

Sincerely,

Marcus Francis  
Supervisory Paralegal Specialist

Enclosure: 159 pages

**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*)

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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. (b)(7)(E)

### **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. (b)(7)(E)

### **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. (b)(7)(E)
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, (b)(6);  
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: (b)(7)(E) (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\(Revision%20000\).pdf](http://dhsconnect.dhs.gov/policies/Instruction%20Supplements/Instruction%20121-01-007%20Personnel%20Suitability%20and%20Security%20Program%20(Revision%20000).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: (b)(7)(E)  
(b)(7)(E)
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](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 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) 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 (b)(7)(E) team is not required for some transportation routes. In all other cases, a minimum of two officers 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:

- (b)(7)(E)
- 
- 
-

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 (b)(7)(E) (b)(7)(E) 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. (b)(7)(E) 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.

<b>Route</b>	<b>Destination</b>	<b>Expected Frequency Per Month</b>	<b>Mileage Round Trip</b>	<b>Estimated Number of Detainees</b>
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

<b>Route</b>	<b>Destination</b>	<b>Expected Frequency Per Month</b>	<b>Mileage Round Trip</b>	<b>Estimated Number of Detainees</b>
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. (b)(7)(E)

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 (b)(7) 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, (b)(6);  
Washington, DC 20536  
Phone: (b)(6); (b)(7)(C) Fax: (202) 732-0095

(b)(7)(E)

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 (b)(7)(E)

(b)(7)(E) 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); [redacted]

Customer Relations Manager

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

(b)(6); @taltoncommunications.com

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

Operations Manager

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

(b)(6); @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. (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. (b)(7)(E)

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. (b)(7)(E)

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. (b)(7)(E)

2. Body Armor Requirements

a. (b)(7)(E)

b.

(b)(7)(E)

- 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](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 (b)(7)(E) 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 (b)(7)(E)
  - (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) (b)(7)(E)
  - (2)
- (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)



WD 15-5419 (Rev.-2) was first posted on www.wdol.gov on 01/05/2016  
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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT ADMINISTRATION By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS  WAGE AND HOUR DIVISION WASHINGTON D.C. 20210  Wage Determination No.: 2015-5419 Revision No.: 2 Date Of Revision:
Daniel W. Simms Director 12/29/2015		Division of Wage Determinations

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

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State: Colorado

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

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

OCCUPATION CODE - TITLE	FOOTNOTE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	
14.57	
01012 - Accounting Clerk II	
16.44	
01013 - Accounting Clerk III	
18.38	

01020 - Administrative Assistant  
26.31  
01035 - Court Reporter  
21.55  
01041 - Customer Service Representative I  
12.97  
01042 - Customer Service Representative II  
14.58  
01043 - Customer Service Representative III  
15.91  
01051 - Data Entry Operator I  
15.47  
01052 - Data Entry Operator II  
16.88  
01060 - Dispatcher, Motor Vehicle  
20.31  
01070 - Document Preparation Clerk  
15.04  
01090 - Duplicating Machine Operator  
15.04  
01111 - General Clerk I  
13.45  
01112 - General Clerk II  
14.67  
01113 - General Clerk III  
16.47  
01120 - Housing Referral Assistant  
21.75  
01141 - Messenger Courier  
14.32  
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  
22.47  
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  
15.81

01410 - Supply Technician  
 26.31  
 01420 - Survey Worker  
 17.77  
 01460 - Switchboard Operator/Receptionist  
 14.31  
 01531 - Travel Clerk I  
 13.55  
 01532 - Travel Clerk II  
 14.20  
 01533 - Travel Clerk III  
 15.19  
 01611 - Word Processor I  
 14.96  
 01612 - Word Processor II  
 16.79  
 01613 - Word Processor III  
 18.79  
 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  
 13.33

07042 - Cook II  
 15.42  
 07070 - Dishwasher  
 9.69  
 07130 - Food Service Worker  
 10.90  
 07210 - Meat Cutter  
 15.21  
 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  
 12.01  
 11090 - Gardener  
 18.19  
 11122 - Housekeeping Aide  
 12.46  
 11150 - Janitor  
 12.01  
 11210 - Laborer, Grounds Maintenance  
 14.67  
 11240 - Maid or Houseman  
 9.41  
 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  
 20.97  
 12012 - Certified Occupational Therapist Assistant  
 21.43

12015 - Certified Physical Therapist Assistant  
20.63  
12020 - Dental Assistant  
19.22  
12025 - Dental Hygienist  
40.48  
12030 - EKG Technician  
26.46  
12035 - Electroneurodiagnostic Technologist  
26.46  
12040 - Emergency Medical Technician  
18.18  
12071 - Licensed Practical Nurse I  
18.74  
12072 - Licensed Practical Nurse II  
20.97  
12073 - Licensed Practical Nurse III  
23.37  
12100 - Medical Assistant  
16.32  
12130 - Medical Laboratory Technician  
19.22  
12160 - Medical Record Clerk  
17.73  
12190 - Medical Record Technician  
19.84  
12195 - Medical Transcriptionist  
18.73  
12210 - Nuclear Medicine Technologist  
39.44  
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  
16.45  
12280 - Phlebotomist  
17.07  
12305 - Radiologic Technologist  
29.54  
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  
12320 - Substance Abuse Treatment Counselor  
20.40  
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  
29.61  
13050 - Library Aide/Clerk  
15.88  
13054 - Library Information Technology Systems  
26.73  
Administrator  
13058 - Library Technician  
17.64  
13061 - Media Specialist I  
19.28  
13062 - Media Specialist II  
21.58  
13063 - Media Specialist III  
24.05  
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)  
 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  
 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  
 32.39  
 15070 - Flight Instructor (Pilot)  
 49.15  
 15080 - Graphic Artist  
 22.38  
 15085 - Maintenance Test Pilot, Fixed, Jet/Prop  
 40.62  
 15086 - Maintenance Test Pilot, Rotary Wing  
 40.62  
 15088 - Non-Maintenance Test/Co-Pilot  
 40.62  
 15090 - Technical Instructor  
 24.19  
 15095 - Technical Instructor/Course Developer  
 29.58  
 15110 - Test Proctor  
 19.51  
 15120 - Tutor  
 19.51  
 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)  
 20.15  
 19040 - Tool And Die Maker  
 23.73  
 21000 - Materials Handling And Packing Occupations  
 21020 - Forklift Operator  
 16.25  
 21030 - Material Coordinator  
 22.47  
 21040 - Material Expediter  
 22.47  
 21050 - Material Handling Laborer  
 17.36  
 21071 - Order Filler  
 13.44  
 21080 - Production Line Worker (Food Processing)  
 16.25  
 21110 - Shipping Packer  
 15.20  
 21130 - Shipping/Receiving Clerk  
 15.20  
 21140 - Store Worker I  
 11.90  
 21150 - Stock Clerk  
 16.32  
 21210 - Tools And Parts Attendant  
 16.28  
 21410 - Warehouse Specialist  
 16.25  
 23000 - Mechanics And Maintenance And Repair Occupations



23010 - Aerospace Structural Welder  
 30.50  
 23019 - Aircraft Logs and Records Technician  
 24.74  
 23021 - Aircraft Mechanic I  
 29.81  
 23022 - Aircraft Mechanic II  
 31.38  
 23023 - Aircraft Mechanic III  
 32.67  
 23040 - Aircraft Mechanic Helper  
 21.14  
 23050 - Aircraft, Painter  
 28.38  
 23060 - Aircraft Servicer  
 24.74  
 23070 - Aircraft Survival Flight Equipment Technician  
 28.38  
 23080 - Aircraft Worker  
 26.54  
 23091 - Aircrew Life Support Equipment (ALSE) Mechanic  
 26.54  
 I  
 23092 - Aircrew Life Support Equipment (ALSE) Mechanic  
 29.81  
 II  
 23110 - Appliance Mechanic  
 22.34  
 23120 - Bicycle Repairer  
 14.98  
 23125 - Cable Splicer  
 33.63  
 23130 - Carpenter, Maintenance  
 20.25  
 23140 - Carpet Layer  
 19.92  
 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  
 20.52  
 23290 - Fire Alarm System Mechanic  
 21.09  
 23310 - Fire Extinguisher Repairer  
 19.57  
 23311 - Fuel Distribution System Mechanic  
 25.81  
 23312 - Fuel Distribution System Operator  
 20.87

23370 - General Maintenance Worker  
19.16  
23380 - Ground Support Equipment Mechanic  
29.81  
23381 - Ground Support Equipment Servicer  
24.74  
23382 - Ground Support Equipment Worker  
26.54  
23391 - Gunsmith I  
18.84  
23392 - Gunsmith II  
21.79  
23393 - Gunsmith III  
24.73  
23410 - Heating, Ventilation And Air-Conditioning  
23.39  
Mechanic  
23411 - Heating, Ventilation And Air Contditioning  
24.62  
Mechanic (Research Facility)  
23430 - Heavy Equipment Mechanic  
23.73  
23440 - Heavy Equipment Operator  
21.10  
23460 - Instrument Mechanic  
31.33  
23465 - Laboratory/Shelter Mechanic  
23.29  
23470 - Laborer  
13.87  
23510 - Locksmith  
21.02  
23530 - Machinery Maintenance Mechanic  
25.59  
23550 - Machinist, Maintenance  
21.26  
23580 - Maintenance Trades Helper  
15.26  
23591 - Metrology Technician I  
31.33  
23592 - Metrology Technician II  
32.90  
23593 - Metrology Technician III  
34.28  
23640 - Millwright  
24.73  
23710 - Office Appliance Repairer  
21.44  
23760 - Painter, Maintenance  
17.84  
23790 - Pipefitter, Maintenance  
24.65  
23810 - Plumber, Maintenance  
23.20

23820 - Pneudraulic Systems Mechanic  
 24.73  
 23850 - Rigger  
 24.73  
 23870 - Scale Mechanic  
 21.79  
 23890 - Sheet-Metal Worker, Maintenance  
 20.75  
 23910 - Small Engine Mechanic  
 17.93  
 23931 - Telecommunications Mechanic I  
 29.79  
 23932 - Telecommunications Mechanic II  
 31.35  
 23950 - Telephone Lineman  
 23.34  
 23960 - Welder, Combination, Maintenance  
 19.79  
 23965 - Well Driller  
 21.87  
 23970 - Woodcraft Worker  
 24.73  
 23980 - Woodworker  
 18.84  
 24000 - Personal Needs Occupations  
 24550 - Case Manager  
 15.93  
 24570 - Child Care Attendant  
 11.76  
 24580 - Child Care Center Clerk  
 14.71  
 24610 - Chore Aide  
 10.52  
 24620 - Family Readiness And Support Services  
 15.93  
 Coordinator  
 24630 - Homemaker  
 16.29  
 25000 - Plant And System Operations Occupations  
 25010 - Boiler Tender  
 24.82  
 25040 - Sewage Plant Operator  
 25.07  
 25070 - Stationary Engineer  
 24.82  
 25190 - Ventilation Equipment Tender  
 17.42  
 25210 - Water Treatment Plant Operator  
 25.07  
 27000 - Protective Service Occupations  
 27004 - Alarm Monitor  
 22.72  
 27007 - Baggage Inspector  
 13.62

27008 - Corrections Officer  
 25.17  
 27010 - Court Security Officer  
 27.27  
 27030 - Detection Dog Handler  
 21.32  
 27040 - Detention Officer  
 25.17  
 27070 - Firefighter  
 29.32  
 27101 - Guard I  
 13.62  
 27102 - Guard II  
 21.32  
 27131 - Police Officer I  
 30.89  
 27132 - Police Officer II  
 34.33  
 28000 - Recreation Occupations  
 28041 - Carnival Equipment Operator  
 13.08  
 28042 - Carnival Equipment Repairer  
 14.10  
 28043 - Carnival 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  
 17.91  
 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)  
 39.17

30011 - Air Traffic Control Specialist, Station (HFO) (see 2)  
27.01  
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)  
29.74  
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  
26.17  
30052 - Cryogenic Technician II  
28.90  
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  
23.63  
30210 - Laboratory Technician  
21.37  
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  
 28.90  
 30390 - Photo-Optics Technician  
 26.62  
 30395 - Radiation Control Technician  
 28.90  
 30461 - Technical Writer I  
 26.26  
 30462 - Technical Writer II  
 32.12  
 30463 - Technical Writer III  
 38.86  
 30491 - Unexploded Ordnance (UXO) Technician I  
 24.89  
 30492 - Unexploded Ordnance (UXO) Technician II  
 30.11  
 30493 - Unexploded Ordnance (UXO) Technician III  
 36.10  
 30494 - Unexploded (UXO) Safety Escort  
 24.89  
 30495 - Unexploded (UXO) Sweep Personnel  
 24.89  
 30501 - Weather Forecaster I  
 26.17  
 30502 - Weather Forecaster II  
 31.82  
 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  
 30.11  
 31020 - Bus Aide  
 11.89  
 31030 - Bus Driver  
 16.26  
 31043 - Driver Courier  
 14.49  
 31260 - Parking and Lot Attendant  
 9.52  
 31290 - Shuttle Bus Driver  
 15.55  
 31310 - Taxi Driver  
 13.39  
 31361 - Truckdriver, Light  
 15.55  
 31362 - Truckdriver, Medium  
 19.65

31363 - Truckdriver, Heavy  
21.63  
31364 - Truckdriver, Tractor-Trailer  
21.63  
99000 - Miscellaneous Occupations  
99020 - Cabin Safety Specialist  
14.68  
99030 - Cashier  
10.78  
99050 - Desk Clerk  
10.48  
99095 - Embalmer  
24.19  
99130 - Flight Follower  
24.89  
99251 - Laboratory Animal Caretaker I  
12.01  
99252 - Laboratory Animal Caretaker II  
12.91  
99260 - Marketing Analyst  
34.05  
99310 - Mortician  
24.19  
99410 - Pest Controller  
20.41  
99510 - Photofinishing Worker  
13.23  
99710 - Recycling Laborer  
18.94  
99711 - Recycling Specialist  
22.82  
99730 - Refuse Collector  
17.02  
99810 - Sales Clerk  
12.60  
99820 - School Crossing Guard  
12.64  
99830 - Survey Party Chief  
24.97  
99831 - Surveying Aide  
13.86  
99832 - Surveying Technician  
22.70  
99840 - Vending Machine Attendant  
14.38  
99841 - Vending Machine Repairer  
17.71  
99842 - Vending Machine Repairer Helper  
14.38

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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



\$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

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

\*\* HAZARDOUS PAY DIFFERENTIAL \*\*

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

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

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

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage

determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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

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

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

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

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted

classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

# 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:

<b>Rating</b>	<b>Description</b>
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**

<b>FUNCTIONAL AREA/ WEIGHT</b>	<b>PERFORMANCE STANDARD (PBNS 2011)</b>	<b>WITHHOLDING CRITERIA</b>
<p><b>Safety (20%)</b> Addresses a safe work environment for staff, volunteers, contractors and detainees</p>	<p><b>PBNS References: Part 1 - SAFETY</b> 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 <b>20%</b> of a month invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p><b>Security (20%)</b> Addresses protection of the community, staff, contractors, volunteers and detainees from harm</p>	<p><b>PBNS References: Part 2 - SECURITY</b> 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 <b>20%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p><b>Order (10%)</b> Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability</p>	<p><b>PBNS Reference: Part 3 - ORDER</b> 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 <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard of section.</p>
<p><b>Care (20%)</b> Addresses contractor responsibility to provide for the basic needs and personal care of detainees</p>	<p><b>PBNS References: Part 4 - CARE</b> 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 <b>20%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p><b>Activities (10%)</b> Addresses contractor responsibilities to reduce the negative effects of confinement</p>	<p><b>PBNS References: Part 5 - ACTIVITIES</b> 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 <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>
<p><b>Justice (10%)</b> Addresses contractor responsibilities to treat detainees fairly and respect their legal rights</p>	<p><b>PBNS References: Part 6 - JUSTICE</b> 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 <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.</p>

**Attachment A – Performance Requirements Summary**

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

## Attachment B – Contract Discrepancy Report

<b>CONTRACT DISCREPANCY REPORT</b>			1. CONTRACT NUMBER
<b>Report Number:</b>			<b>Date:</b>
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COTR)	
<b>DATES</b>			
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>			
<b>CLOSE OUT</b>			
	NAME AND TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED			
COTR			
CONTRACTING OFFICER			

WD 05-2081 (Rev.-12) was first posted on www.wdol.gov on 06/19/2012

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

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

Diane C. Koplewski                      Division of  
 Director                                      Wage Determinations

Wage Determination No.: 2005-2081  
 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 Contditiioning 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	15.25
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	19.75
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

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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/>.



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

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

DATE OF ORDER 09/15/2011	CONTRACT NO. HSCEDM-11-D-00003	ORDER NO. HSCEDM-11-J-00054
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)	
0004	<p>(b)(4)</p> <p>Fully Funded Obligation Amount: (b)(4)</p> <p>Incrementally Funded Amount: (b)(4)</p> <p>Product/Service Code: (b)(4)</p> <p>Product/Service Description: GUARD SERVICES</p> <p>Requisition No: 192111FDN31000029.3, 192111FDN31000029.5</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Stipend for Detainee Work Program - Reimbursement for this line item will be at actual cost of \$1.00 per day per detainee. The contractor shall not exceed the quantity shown without prior approval by the Contracting Officer.</p> <p>\$1.00 x 7,985 DA = \$7,985.00</p> <p>Fully Funded Obligation Amount: (b)(4)</p> <p>Incrementally Funded Amount: (b)(4)</p> <p>Product/Service Code: (b)(4)</p> <p>Product/Service Description: GUARD SERVICES</p> <p>Requisition No: 192111FDN31000029.3</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(4); (b)(7)(E)</p> <p>Funded: (b)(4)</p>					7,985.00	
0005	MEDICAL SERVICES-In accordance with the Continued ...				(b)(4)		
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					(b)(4)		

**AURORA/I.C.E. PROCESSING CENTER  
COLLECTIVE BARGAINING AGREEMENT**

**Between**

**GEO Corrections and Detention, LLC  
(GEO)**

**And**

**United Government Security Officers of America  
International Union, and its Local #840  
(UGSOA)**

**Effective Dates: December 1, 2017 – November 30, 2020**

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## **PREAMBLE**

THIS AGREEMENT is entered into this 1 day of December 2017 by and between and GEO Corrections and Detention, LLC, hereinafter referred to as the "Company," and the United Government Security Officers of America International Union, and its Local #840, hereinafter referred to as the "Union."

GEO manages the Aurora/ICE Processing Center in Aurora, Colorado under the terms of an operations and management agreement with the Bureau of Immigration and Customs Enforcement, (ICE) and the United States Marshals Service, (USMS), hereinafter referred to as the "Client" or "Clients". As the management agent for the Contract Agency (s), the terms of this document are governed by Company's contract (s) and standards established by the Clients.

## **WITNESSETH**

WHEREAS, the parties have entered into collective bargaining negotiations, which negotiations have resulted in complete agreement between the parties, **NOW THEREFORE**, it is agreed by and between the Company and the Union as follows:

## **ARTICLE 1 RECOGNITION AND PURPOSE**

- 1.1 The Company recognizes the International Union, United Government Security Officers of America International Union, (UGSOA), and its Local 840 as the exclusive collective bargaining representative for all full-time and part-time Detention Officers, Transportation Officers, Field Training Officers and Kitchen Officers and Court Officers employed by the Company at the Aurora/I.C.E Processing Center as listed in the NLRB Certification in Case Number RC-009759 and excludes all managers, supervisors and confidential employees and other employees as defined by the National Labor Relations Act. These exclusions include but are not limited to the Facility Administrator, Assistant Facility Administrators, Majors, Captains, Lieutenants, other professional employees, Maintenance Staff and Clerical Staff.
- 1.2 For the purpose of this Agreement, the term "Officer" or "Officers" designates only such Officers as are covered by this Agreement.
- 1.3 It is the purpose of this Agreement to promote and expand harmonious relationships between the Company and Officers represented by the Union to provide, where not inconsistent with Client rules and regulations, applicable state and federal laws and regulations required by any agency having jurisdiction over the Operations and Management Contract(s) or Personnel Rules, for the salary structure, fringe benefits, and employment conditions of the Officers covered by this Agreement. It is recognized that a harmonious relationship can best be achieved by open dialogue, consisting of continuous communication between the Company and the Union regarding matters affecting bargaining unit members, timely resolution of

differences, and negotiating in good faith to include items that are considered to be mandatory subjects of bargaining pursuant to the guidance of the National Labor Relations Board; both parties agree that they share the responsibility to provide uninterrupted service to the Client(s).

## **ARTICLE 2 UNION SECURITY**

- 2.1 All Officers hereafter employed by the Company in the classification covered by this Agreement shall become members of the Union and remain in good standing not later than the thirty-first (31st) day following the beginning of their employment, or the date of the signing of this Agreement, whichever is later.
- 2.2 An Officer who is not a member of the Union at the time this Agreement becomes effective shall become a member in good standing of the Union within ten (10) days after the thirty-first (31st) day following the effective date of this Agreement, and for the duration of this Agreement.
- 2.3 Officers meet the requirement of being members in good standing of the Union, within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union or, in the alternative, by tendering to the Union financial core fees and dues, as defined by U.S. Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963) and *Beck v. Communication Workers of America*, 487 U.S. 735 (1988).
- 2.4 In the event the Union requests the discharge of an Officer for failure to comply with the provisions of this Article, it shall serve written notice on the Company requesting that the employee be discharged effective no sooner than two (2) weeks of from the date of that notice and the Company will make its best efforts to process the termination no later than thirty (30) days after the date of the notice. The notice shall also contain the reasons for discharge. In the event the Union subsequently determines that the employee has remedied the default prior to the discharge date, the Union will notify the Company and the Officer, and the Company will not be required to discharge that Officer. The Union and the Officer will hold the Company harmless in regard to any request from the Union to discharge an Officer. Should the Union request that an Officer be reinstated and that Officer has lost wages as a result of the initial Union request, the Company will not be responsible for payment of any claims for lost wages.
- 2.5 This Article shall be subject to all applicable state and federal laws.
- 2.6 The Union agrees to indemnify and hold the Company harmless against any claim, suits, judgments, or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of this Union Security Article.

**ARTICLE 3  
NON-DISCRIMINATION**

- 3.1 The Company has the right to promulgate policies, reporting requirements and procedures regarding equal employment opportunity, discrimination and harassment. These policies, reporting requirements and procedures will, at a minimum, meet those required by laws and regulations of the United States, the laws and regulations of the State of Colorado, as well as any requirements imposed by this agreement.
- 3.2 Neither the Company nor the Union shall discriminate against any Officer by reason of the following status: age, sex "except where age or sex is a bona fide occupational qualification", race or ethnic origin, color, national origin, religion, disability, disabled veteran status, political affiliation, marital status, sexual orientation, genetic information or any other factor protected by law or membership or non-membership in a union.
- 3.3 The use of any male pronoun in this Agreement is a generic reference.

**ARTICLE 4  
HOURS OF WORK AND OVERTIME**

- 4.1 For payroll purposes the normal workweek shall commence at 12:01 AM on Sunday and ends at 11:59 PM. on Saturday. The normal workday shall commence at the start of an Officer's shift and extend for a period of twenty-four (24) hours. The foregoing is descriptive only; nothing herein shall be construed as guaranteeing any specified number of hours of work or pay per week. It is understood that the description of a "normal work week" does not describe a pay period or the number of annual pay periods. The Company, at its sole discretion, will determine the number of annual pay periods based on its payroll system.
- 4.2 Each Officer will be given a thirty (30) minute unpaid off-duty meal period. The Officer will not be required to perform any duties, whether active or inactive, while eating. Should the Officer be required to perform any duties, whether active or inactive, the affected Officer will be paid for the meal period at the appropriate rate. The Company will provide meal periods as close as practical to the center of the Officer's shift.
- 4.3 Each Officer will be given two (2) ten (10) minute paid rest periods per shift. The Company will provide rest periods as close to practical to the center of each four (4) hour portion of a shift.
- 4.4 Officers required to attend a pre-shift briefing will be paid for the time so spent.
- 4.5 Overtime shall be paid as follows:

A. One and one-half (1 1/2) times the Officer's regular rate of pay shall be paid for all hours worked in excess of 40 hours within a single work week; over twelve hours per workday; or twelve consecutive hours without regard to the starting and ending time of the workday (excluding duty free meal periods), whichever calculation results in the greater payment of wages.

B. To ensure that Officers are paid for all hours actually worked (either regular or overtime hours) the Company will determine the method of collecting and processing time. Officers will be responsible for accurately applying the rules of any such time keeping process implemented by the Company. Any changes in the time keeping process will be provided to the Union within a reasonable time prior to the implementation. The method of time keeping will not be subject to the grievance and arbitration process as set forth in Article 12.

- 4.6 No overtime work shall be required or permitted, except by direction of the proper supervisory personnel of the Company, or except in cases of emergency where prior authorization cannot be obtained. Officers will be notified as soon as is reasonably possible of the need to work overtime. Officers will be notified of mandatory overtime in a timely manner, preferably two hours in advance, unless an emergency occurs, including "no call, no show."
- 4.7 The payment of overtime for any hour excludes that hour from consideration for overtime payment on any other basis. There shall be no pyramiding or duplication of premium or overtime pay. In the event more than one premium seems to be due under this Agreement, only the higher premium shall apply.
- 4.8 In the event of "no-shows", Officers may be held over to the next shift until a replacement is found and the Officer has been properly relieved.
- 4.9 In the event overtime cannot be filled from volunteers, the Company has the right to mandate that Officers work overtime. Volunteer and Mandatory overtime applies to all members of the Officer workforce. In an effort to fairly and equitably manage both volunteer and mandatory overtime opportunities, the following process will be adopted.

A. The Company will prepare and maintain a roster of overtime points accrued for each Officer on each shift. A separate roster will be prepared for each shift. The overtime rosters will include Officers from both the ICE and USMS contracts (i.e. one combined roster). This roster will be posted in the shift supervisor's office and maintained and updated accurately by the Shift Supervisor. Shift Supervisors may utilize the payroll timekeeping system to verify overtime worked, to insure points are accrued correctly. An officer will accrue one (1) overtime point for every shift that the Officer works without overtime. The roster will reflect the running tally of these points. Should an Officer work two or more hours of overtime, they will receive an "X" for that day. If an Officer has less than ten (10) continuous hours off between shifts they will receive an "X" for that day. Officers who are marked as an "X" will progress

to one point on their next scheduled shift.

B. At the beginning of each shift, overtime will be first offered on a volunteer basis, on a hold over or early-in basis. If there are more volunteers than overtime opportunities, the volunteer with the most number of overtime points will be assigned the first overtime opportunity. They will then progress down from most to least overtime points until all positions are filled. Should more than one officer volunteer for overtime and they have the same number of overtime points, the officer with the most seniority will be provided the overtime opportunity. All Officers may volunteer for available overtime or request removal from the overtime list until mid-shift. After mid-shift, all overtime will be announced and the Officer will be required to work the overtime.

C. In the event there are an insufficient number of volunteers and mandatory overtime becomes necessary, Officers with the highest number of overtime points will be mandated in order of most to least overtime points until all necessary overtime positions have been filled. Officers with one or more points will be mandated to work overtime before officers marked as an "X". Should more than one officer tie for the most number of overtime points, the officer with the least seniority will be mandated to work the overtime.

D. Should it become necessary to call officers at home for mandated overtime, the same process of starting at the officer with the highest number of overtime points will be followed. If the supervisor is unable to contact the officer with the highest number of overtime points, they will note the attempt and reason in a written logbook and then attempt to contact the next officer on the list. This log will be made available to the Union, for the purpose of periodic review and resolution of errors. It is every officer's responsibility to keep the Company informed of any changes in their address and phone number.

E. Officers will be able to volunteer to work overtime on their scheduled days off but only for their respective shift and only after those Officers working that day have had the opportunity to volunteer first. Officers who wish to work day off overtime will place their names on a volunteer list prior to departing on their last scheduled work day. Officers who work a day off overtime assignment shall not have their scheduled hours for that work week reduced. Officers who wish to work early-in overtime on their Monday (i.e. their first day of their work week) will place their names on a volunteer list prior to departing on their last scheduled work day or contact the Watch Commander. The day off and early-in overtime volunteer lists shall be kept separately.

F. Should an officer be mandated to work overtime out of turn, they will be marked as an "X" for the following two regularly scheduled shifts.

G. The parties agree that in the event the processes outlined in Article 4.9 are no longer viable, the parties shall get together at their earliest convenience and negotiate



a revised process. Such process shall not be effective without the agreement of both parties.

- 4.10 Failure to work mandated overtime may result in appropriate discipline, up to and including discharge; however, no Officer will mandated on their weekend.
- 4.11 Supervisory and exempt employees shall not perform the duties of Officers covered by this agreement except under the following conditions:
  - A. When such work is necessary for instruction and/or training purposes without relieving the Officer from duties.
  - B. For up to 60 minutes for comfort/or emergency relief of Officers when other qualified Officers are not readily available.
  - C. Any work necessary during an emergency such as: fire, explosion, flood, earthquake, weather conditions (i.e., snow, ice, high winds, etc.), water line ruptures or power failures. Additionally, any emergency situation in which the facility Emergency Plans are initiated, in all cases, except training exercises.

***Note:** The above language precludes the Company from using supervisors or exempts employees to do bargaining unit work in the normal course of business.*

## **ARTICLE 5 REPORTING PAY**

- 5.1 An officer who reports for work at his regular starting time or has been called in to work and has not been advised either orally or in writing not to report shall receive a minimum of four (4) hours' work or four (4) hours pay at the appropriate hourly rate.
- 5.2 The provisions of Section 5.1 above shall not apply if the Company is unable to advise the officer not to report or provide the work because of acts of God, fire, snowstorm, flood, power failure, or other conditions or causes beyond the control of the Company.
- 5.3 An officer shall be paid for all time worked, rounded up to the next full hour, for any instance in which the Company requires them to report to the facility.

## **ARTICLE 6 LEAVES OF ABSENCE**

- 6.1 In addition to any leaves provided by this agreement, or company policy, the company provides leaves of absences in accordance with all applicable federal and/or state laws (i.e., FMLA, Military leaves, etc.) The protocols for such leaves can be found in the Employee Handbook and by contacting the facility Human Resources Department.

- 6.2 **Union Leave:** Up to three (3) Union representatives will be granted leaves of absence, without pay, for the purpose of attending quarterly Union meetings, scheduled meetings between the Company and the Union annual training and every five years the International union convention, provided such request is made to the Facility Administrator, or their designee, with fourteen (14) days of notice.

## **ARTICLE 7 NO STRIKE/NO LOCKOUT**

- 7.1 The parties recognize the sensitive nature of the services provided by the Company to the Client and, therefore, agree that all operations of the Company shall, during the term of this Agreement, continue without interruption.
- 7.2 Under the term of this Agreement, the Union, its members and employees within the bargaining unit represented by the Union, individually and collectively, will not advocate, encourage, condone, or take part in any strike, sympathy strike, walkout, picketing, stay-in, slowdown, concerted refusal to work, or other curtailment or restricting of the Company's operations or interference with operations in or about the Company's premises, or equipment. The Company and its representatives agree not to engage in a lockout during the term of this Agreement.
- 7.3 The parties recognize the right of the Company to take such disciplinary action as the Company in its sole discretion determines appropriate, including discharge, against all participants. It is understood and agreed by the parties that an employee does have the right to file a grievance solely on the issue of whether he did, in fact, violate any provisions of this Article. Separate grievances may not be joined in arbitration.
- 7.4 Any claim, action or suit for damages and/or injunctive relief resulting from the Union's violation of this Article shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE 8 COMPANY REGULATIONS**

- 8.1 Any rules, regulations or directives which are now in effect, or which may be later imposed upon the Company by its Client, or any other Governmental Agency having jurisdiction will apply with equal force and effect to the Officers hereunder. Officers are also required to adhere to Company Rules and Regulations.
- 8.2 The Company reserves the right, from time to time, to amend, add to or delete from its Company Rules and Regulations and practices unless such amendment, addition or deletion would violate a specific provision of this Agreement.
- 8.3 All work rules that could result in discipline are contained in the Employee Handbook, this Collective Bargaining Agreement, Post Orders, internal memoranda or other published means. The Company will provide written copies or reasonable access to

all the published items described above.

- 8.4 The Union will be notified in a timely manner prior to the implementation of any changes to Company policies, rules and regulations.

## **ARTICLE 9 UNION REPRESENTATIVES AND ACCESS TO FACILITY**

- 9.1 Representatives of the Union shall have reasonable access to the facility to ascertain whether the Agreement is being properly observed, provided that they do not interfere with the duties of any Officer or the operation of the facility. Access to the facility may not be granted during count times, meal periods, shift changes, or other times when there is a major inmate or staff movement, or during an emergency situation. Access to the facility after normal business hours (7:30am - 4:00pm) or outside of the Union Representative's working hours will require approval from the Warden or their designee. Representatives of the International Union shall contact the Warden or his designee, then present themselves at the facility and inform the Warden or their designee, of the circumstances of the visit. To the extent practicable the Union will provide the Warden with a one (1) week advanced notice before any visit by a representative of the International Union. The Company and the Union representative shall conduct themselves in such a manner as to carry out the intent and spirit of this Article. The Company shall not unreasonably withhold such access.
- 9.2 Union representatives may contact Stewards during working hours by telephone for the purpose of conducting Union business, provided that permission to do so has first been received from the Warden, or his designee.
- 9.3 The Union may designate one (1) Officer as a Chief Steward, one (1) Officer per shift as a Shift Steward and one (1) Officer per shift as an alternate Shift Steward to act as Union representatives, in addition to the elected Union Officers. Shift Stewards and Alternates shall in each case be an Officer with seniority and who regularly works the shift to which they are assigned.
- 9.4 The Union shall inform the Company in writing of the names of the Local Union representatives who are accredited to represent it, which information shall be kept up to date at all times. Only persons so designated will be accepted by the Company as representatives of the Union.
- 9.5 With regard to Labor/Management Committees, the Union will be responsible for recommending all Union committee members, however, such representatives will be mutually agreed to between both parties.
- 9.6 It is mutually understood that access to the facility is governed by client rules, and is subject to applicable client restrictions, and these rules and restrictions must be followed. Any representative of the International Union requesting access to the

facility must obtain proper clearance from the Client.

- 9.7. No Union representative may leave an assigned duty post or work assignment to engage in representation of Officers during a pre-disciplinary investigatory interview or disciplinary proceeding without first notifying and receiving authorization from the Shift Supervisor. The Company shall not unreasonably withhold such authorization.
- 9.8. Union business shall occur during non-duty times, except where noted in this Article.
- 9.9. The Union recognizes that representation of Officers is not meant to circumvent the normal relationship between supervisor and Officer. The right to Union representation shall not apply to conversations between an Officer and the supervisor for the purpose of giving instructions concerning work performance, providing training or non-disciplinary discussion or communications regarding work habits or techniques.
- 9.10 The Company will permit a union representative the opportunity to address all newly hired Officers during Pre-Service Classroom Training for the purpose of a union orientation. Union orientation will be limited to one (1) hour.
- 9.11 The Company shall provide a lockable Bulletin Board for use by the Union. Bulletin Board postings will be limited to:
  - A. Notices of Recreational-Social Events
  - B. Notice of Union Elections
  - C. Notice of Results of Union Elections
  - D. Notice of Union Meetings
  - E. Notices of Other "Official" Union Business

## **ARTICLE 10 DUES CHECK OFF**

- 10.1 Subject to the limitations of any state or federal law, the Company agrees to deduct from the first paycheck earned each calendar month by a member of the Union covered by this Agreement, the Union membership dues and initiation fees uniformly levied by the Union in accordance with said Union's constitution and by-laws, of each member of the Union who has in effect at that time a proper authorization card executed by the Officer, authorizing the Company to make such deductions. A minimum of fifteen (15) workdays prior to the first deduction, the Union will advise the Company of the exact dollar amount due from each Officer.
- 10.2 All sums collected in accordance with such signed authorization cards shall be remitted by the Company to the UGSOA International Office no later than the fifteenth (15th) of the month subsequent to the month in which such sums were deducted by

the Company.

- 10.3 The check-off authorization card to be executed and furnished to the Company by the Union and the Officers shall be the official Union authorization for check-off of dues. The Company shall accept no other form, unless the substitute is mutually agreed upon by the parties.
- 10.4 The Union accepts full responsibility for the authenticity of each check-off card submitted by it to the Company, and any authorizations, which are incomplete or in error shall be disregarded by the Company, and shall be returned to the Union for correction. The Union agrees that upon receipt of proper proof, it will refund to the Officer any deduction erroneously or illegally withheld from an Officer's earnings by the Company, which has been transmitted to the Union by the Company.
- 10.5 No deduction of Union dues will be made from the wages of any Officer who has executed a check-off form and has been transferred to a job not covered by this agreement or who is not in a pay status.
- 10.6 Anytime there is a change in the deduction authorization the Company will have a minimum of fifteen (15) work days to put the change into effect.
- 10.7 An Officer who has executed a check-off form and who resigns or is otherwise discharged from the employ of the Company shall be deemed to have automatically revoked his assignment, and if the Officer is recalled or re-employed, further deduction of Union dues will be made only upon execution and receipt of a new check-off form.
- 10.8 Collection of back dues owed at the time of starting deductions of any Officer, and collection of dues missed because the Officer's earnings were not sufficient to cover payment for a particular pay period, will be the responsibility of the Union, and will not be the subject of payroll deductions.
- 10.9 Deduction of membership dues shall be made, provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the Officer or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the pay period in which the Officer's last day of work occurs.
- 10.10 The Union agrees to indemnify the Company and hold it harmless against any and all claims, suits or other forms of liability which may be made against it by any party for amounts deducted from wages as herein provided.
- 10.11 Solicitation of Union membership or collection or checking of dues will not be conducted during working time. The Company agrees not to discriminate in any way against any Officer for Union activity, but such activity shall not be carried out during working hours except as specifically allowed by the provisions of this

Agreement.

## **ARTICLE 11 UNION SENIORITY**

- 11.1 For the first three (3) months worked following successful completion of facility pre-service training and orientation, an Officer shall be regarded as probationary and shall have no bargaining unit seniority (seniority). Pre-Service and Probationary Officers may be disciplined or discharged without recourse to the grievance procedure. Officers discharged during their pre-service or probation shall not have any rights under this Agreement. However, Pre-Service and Probationary Officers shall be represented by the Union concerning wages, hours and working conditions, but the Company reserves the right to decide questions relating to promotions, transfers, layoffs or discharge. The Company may extend the probationary period in increments of 30-day blocks for up to a total of 90 additional days. The Union will be notified of the need to extend an Officer's probationary period.
- 11.2 Officers who have lost seniority as set forth in Section 11.7 of this Article, and Officers who terminate or leave the bargaining unit prior to completion of the probationary period shall be required, upon rehire or reentry into the bargaining unit, to serve the probationary period again.
- 11.3 After completion of the probationary period an Officer's seniority under this Agreement shall revert to the Officer's date of hire at the Aurora/I.C.E. Processing Center. Seniority of Officers who have the same date of hire shall be determined by the last four digits of the Officer's social security number. The lower number will be the most senior. Officers who transfer internally into the bargaining unit (i.e., supervisors, admin, etc.) will have no existing union seniority except as provided in 11.14. Otherwise, Union seniority for these Officers will start on the first day they stand post as a Detention Officer.
- 11.4 The purpose of seniority is to establish Officers' rights and privileges based on the length of service in the bargaining unit. Seniority under this Agreement will have no influence on promotions or advancement within the Company, except as contained in this Agreement.
- 11.5 There shall be only one seniority list consisting of both full time and part-time Officers. Officers may request to go from full time to part-time and vice versa without generating a change to their seniority or date of hire provided there is no verifiable break in service. Officers may request to move from a full time Officer position to a part-time Officer position without limitation if the Company has a need. On the Officer's next anniversary date, based upon the Officer's original hire date (no break in service), the Officer may use his/her accrued Vacation Time.

- 11.6 The Company agrees to prepare an updated site seniority list of Officers covered by this Agreement quarterly. A copy of which will be furnished to the Union.
- 11.7. Officers will lose their seniority, and shall be discharged for any of the following:
- A. Being laid off for more than 12-months;
  - B. Absent due to illness or injury for more than twelve (12) months, or length of employment, whichever is less. Absences taken pursuant to the applicable federal and/or state laws are exempt under this provision;
  - C. Discharged for Just Cause
  - D. Failure to obtain and/or maintain a security clearance;
  - E. Failure to return from layoff upon recall as provided below;
  - F. If the Officer voluntarily resigns or retires; or
  - G. If the Officer is convicted of a felony.
- 11.8 Layoff and recalls from layoff will be made on the basis of seniority, in accordance with Section 11.5. Part-time Officers will be laid off before full-time Officers. Positions requiring "special training and/or skills" will be exempt from the seniority process.
- 11.9 Laid-off Officers shall have callback rights for a period of twelve (12) months or their length of employment whichever is less, and shall retain their accumulated seniority as of the date of layoff.
- 11.10 In case of re-employment, Officers who have been laid off shall be notified to return to work, at their last known address, in reverse order of lay-off. The notice will be by certified mail return receipt. In the event that a former Officer, so notified, fails to report for work within five (5) business days after receipt of such notice, their seniority shall be terminated.
- 11.11 It will be the responsibility of the laid-off Officer to keep the Company notified of any change of address, and current phone number.
- 11.12 An Officer who is activated, drafted or who volunteers for military service in the Armed Forces of the United States, shall accumulate full seniority during the term of such service, provided they are honorably discharged and apply for reemployment as an Officer within ninety (90) days after such discharge, provided the Officer still meets all eligibility requirements. The above is limited to a six (6) year period; however, in time of war there is no limit.
- 11.13 An Officer who is transferred from or promotes out of the bargaining unit shall cease to accumulate seniority. If the Officer returns to the bargaining unit within ninety (90) days shall retain the seniority he had at the time he transferred out of the bargaining unit.
- 11.14 When making selections for "specialized posts" and all other factors are equal, seniority will be used to determine the selection for these positions, i.e., Lead

Classification Specialist, Court Officer, Armorer, Warehouse Officer, Kitchen and Transportation Officer. Qualified Officers are required to follow the procedures for requesting vacant specialized positions as directed by the facility Human Resources Department.

## **ARTICLE 12 GRIEVANCE PROCEDURE AND ARBITRATION**

12.1 The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances stated elsewhere in this Article, and encourage open communications between the Company and Officers so that resorting to the formal grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. A grievance is defined as an alleged violation of a specific term or provision of this Agreement. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. This grievance procedure is not intended for complaints of harassment or discrimination as referenced in the Employment Handbook and Corporate Policy.

### **12.2 GENERAL PROVISIONS:**

The number of days outlined in Article 12.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance.

While it is the intent of the Company to respond to grievances on a timely basis, if the Company fails to respond to a grievance within the time period allotted for a specific step, the grievance may be treated by the Union as if it were denied at that step and the Union may proceed to the next step. The Parties, by mutual written agreement, may agree to extend any of the time limitations.

The Parties agree that if the Union fails to move the grievance to the next step in the process within the time period allotted for a specific step, the grievance shall be treated by the Company as resolved, and no further action shall be taken.

12.3 An Officer who believes that any provision of this Agreement has not been properly applied or interpreted may present his grievance to be settled by the following procedures. During each step of the grievance procedure the Company has the right to perform a reasonable investigation into the complaint.

### **INFORMAL STEP**

The Parties shall make their best efforts to resolve any dispute on an informal basis. Both the Company and the Union agree that the Union representative will first discuss



the matter with the supervisor and attempt to resolve the dispute within ten (10) business days after the actions giving rise to the dispute occurred, and became known or should have become known to the Union.

**STEP 1**

If the matter is not resolved informally, a Union representative, not later than ten (10) business days after the informal discussion with the supervisor, shall set forth the facts in writing, specifying the language of this Agreement allegedly violated. This shall be signed by the aggrieved officer (if available and willing to sign the grievance) and the Union representative and shall be submitted to the Chief of Security. The Chief of Security shall have ten (10) business days to meet with the Union representative and return a decision in writing, delivering copies to the Union representative and grievant.

**STEP 2**

If the grievance is not settled in Step 1, the grievance may be appealed in writing to the Warden or designee, not later than ten (10) business days from the Step 1 grievance response. The Warden or designee, shall have ten (10) business days to meet with the Union and return a decision in writing, delivering copies to the Union and grievant.

**STEP 3**

If the grievance is not settled in Step 2, the grievance may be appealed in writing to the Western Region Vice President, or designee, not later than ten (10) business days from the Step 2 grievance response. Arrangements will be made for the Western Region VP, or designee, and the Local Union to discuss and attempt to resolve the grievance. The discussion will be held no later than fifteen (15) business days and a decision, in writing, will be delivered to the Local Union and grievant.

- 12.4 Any grievance involving the termination of an Officer's employment shall be automatically advanced to Step 3 of the grievance and arbitration process.
- 12.5 Prior to the grievance being processed for Arbitration, it will be reviewed by the International Union President, or designee and the Company's Director of Employee and Labor Relations, within fifteen (15) workdays of the denial by the Company's Western Region Vice President, or their designee. A meeting or telephonic review between the above referenced parties may be held by mutual agreement.
- 12.6 Grievances processed in accordance with the requirements of Section 12.3 that remain unresolved may be processed to arbitration by the Union, giving the Company's Director of Employee and Labor Relations written notice of its desire to

proceed to arbitration not later than fifteen (15) business days after the Step 3 grievance response.

Grievances that proceed to arbitration shall be processed in accordance with the following procedures and limitations:

- A. Selection of an Arbitrator – Within fifteen (15) business days the Party requesting arbitration will request the Federal Mediation Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. If the two Parties cannot agree on an arbitrator during the review of the original list, a second list of prospective arbitrators may be requested from the FMCS. If the Parties still cannot agree on an arbitrator then the strike method will be used on the second list. The Party requesting arbitration will strike the list first. The parties agree that this process will take place as soon as practical following the receipt of the list of arbitrators from FMCS.
  - B. Decision of the Arbitrator – The arbitrator shall commence the hearing at the earliest possible agreed to date. It is understood and agreed between the Parties that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The decision or award of the arbitrator shall be final and binding upon the Company, the Union and the grievant, provided any party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator’s jurisdiction, pursuant to applicable law.
  - C. Arbitration Expense – The arbitrator’s fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Union. Each Party to the arbitration will be responsible for its own expenses and compensation incurred bringing any of its witnesses or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
- 12.7 Officers have the right to be present during each step of the grievance process. It is understood between the parties that the Union will act as the representative in question.
- 12.8 The Union shall have the power to determine whether or not a grievance filed by a member of the Union should be submitted at each step of the grievance process.
- 12.9 Each dispute shall constitute a separate proceeding unless the question involved is common to more than one dispute, in which case the proceeding may be consolidated, but only with mutual consent of the parties.
- 12.10 No claim for back wages under this Agreement shall exceed the amount of earnings the Officer would have otherwise earned by working for the Company, less any and all compensation the Officer received from any other source, including unemployment compensation. Under no circumstances will interest charges be included in any award for back pay. In no event may the arbitrator enter a monetary

award for any item other than lost wages.

- 12.11 Any grievance not appealed or processed strictly within the time limits and in the manner set forth in each step of the grievance procedure shall be considered settled on the basis of the last answer by the Company. Any grievance step not answered by the Company within the time limits and in the manner set forth in each step of the above procedure may be appealed directly to the next step of the grievance process by the Union at any time within ten (10) business days of the Company's default.
- 12.12 Nothing contained herein shall prohibit the Company's ability to file and process its own grievance under the procedure outlined above.
- 12.13 In the event the parties settle any grievance prior to a final and binding determination by an arbitrator, such settlement shall be on a non-precedent setting basis unless the parties affirmatively state otherwise in writing signed by both parties. Evidence of any such non-precedent setting settlements shall not be admissible in any proceedings under this Article, including but not limited to, arbitration hearings.
- 12.14 In no case shall a local Company representative respond at more than one step of the grievance process as outlined above.

### **ARTICLE 13 UNIFORMS**

- 13.1 Seasonal uniforms and equipment shall be supplied where required by the Company, and replaced as necessary. Uniforms or equipment worn or used by the Officers who are on duty shall be prescribed by the Company, and no deviation from the Company's requirements shall be practiced except when allowed by the Company.
- 13.2 Uniforms, equipment, and other Company issued items remain the property of the Company and must be returned upon separation if requested by the Company.
- 13.3
  - A. The Company will provide an annual boot allowance in the amount of one hundred dollars (\$100) to be used for purchasing foot wear meeting the Company's specifications for any Officer who does not receive boots as part of their uniform.
  - B. All Officers who are eligible for the annual boot allowance will receive the allowance on the first paycheck after December 1 throughout the term of this collective bargaining agreement.
  - C. If December 1 falls prior to the newly hired Officer completing his/her 90-day probationary period, the boot allowance will be awarded after the completion of the 90-day probationary period and, thereafter, annually on the first paycheck following December 1. Officers are only entitled to one boot allowance per calendar year.

- 13.4 During initial issuance of uniforms and the issuance of replacement uniforms, tailoring will be paid for by the Company. Officers shall be required to turn in a receipt for services which shall be reimbursed *as soon as possible* but not later than 30 calendar days after receiving the receipt. Thereafter, should any tailoring be needed, it will be at the Officer's expense.

## **ARTICLE 14 JUST CAUSE**

- 14.1 Except where otherwise provided in this Agreement, where appropriate, the Company will adhere to concepts of Progressive Discipline, which it defines as the corrective process of applying penalties short of dismissal where conduct is of a less serious nature. The nature of discipline should be appropriate to the conduct and need not begin with the least serious disciplinary action. Acceptance of the principle of progressive discipline does not limit the Company's authority to immediately dismiss for serious offenses that cannot be condoned.
- 14.2 No Officer shall be disciplined or discharged without just cause. The Company shall provide the Union with a copy of all disciplinary action forms. Any Officer not granted a required security clearance by the Client shall be terminated with no recourse to either the grievance or arbitration procedures set forth in Article 12 of this Agreement.
- 14.3 The following violations are representative only of the reasons that constitute Just Cause for immediate dismissal. The list of violations below is not an all-inclusive list:
- Proven dishonesty,
  - The use, sale, possession or introduction into the facility of contraband,
  - Any type of theft,
  - Aiding or Abetting an escape,
  - Insubordination,
  - Fighting,
  - Being under the influence of illegal drugs or alcohol,
  - Leaving a duty post without being properly relieved,
  - Inattention to post (sleeping, etc.),
  - Sexual and other forms of harassment, in conjunction with the Company's general orders and regulations,
  - Unnecessary and/or Excessive Use of Force,
  - Failure to respond to an emergency,
  - Failure to obey lawful orders,
  - Failure to fully and truthfully participate in any facility investigation or attempt to obstruct a facility investigation,
  - Refusal to allow a search of themselves and/or their property,
  - Falsification of Company or Client records,
  - Unauthorized possession of Company, Client or other's property.

14.4 Other disciplinary action will consist of:

Counseling – A discussion between an Officer and his supervisor regarding their violation of a behavioral or performance standard, policy or procedure along with guidance or instructions from the supervisor for correcting the problem. All verbal counseling events will be documented.

Written Reprimand – When counseling was given for a violation and that violation is repeated, or for a more serious offense.

Final Reprimand – The “last chance” for the officer to make immediate and sustained improvement in performance and behavior.

Informal coaching which is defined as instantaneous, verbal correction to minor job performance or behavioral issues are not considered disciplinary actions. As such, these coaching sessions should not be documented on a disciplinary action form. Informal coaching sessions may occur between each of the disciplinary actions listed above (i.e. Counseling, Written Reprimand and Final Reprimand).

To decide on the appropriate action the Company may consider: the seriousness of the Officer's conduct, employment record within the prior year, ability to correct the conduct, actions taken for similar conduct by other Officers, how the conduct affects detainees, the client, the public and other relevant circumstances. At any step in the above process Officers may (at the discretion of the Company) be placed on a Work Improvement Plan (WIP) as a last attempt to assist the Officer to be successful.

14.5 Any Officer who is under investigation by any law enforcement agency; including those for, or charged with, a felony or misdemeanor will be placed on administrative leave without pay pending the outcome of the investigation. If an Officer enters a plea of guilty or nolo contendere to the criminal charges stemming from the arrest, then the Officer will be terminated with no recourse to either the grievance or arbitration procedures set forth in Article 12 of this Agreement. If the Officer is found not guilty or the charges are dropped, the Officer will be reinstated with no back pay, but with no loss of seniority. If an Officer is placed on administrative leave without pay pending an investigation for an issue other than a felony or misdemeanor, and is subsequently returned to duty with disciplinary action less than a Final Reprimand, then the Officer will receive back pay for the time missed.

14.6 Disciplinary actions, excluding statutory claims that have been upheld, will remain in an Officer's personnel file, but cannot be used against the Officer after the expiration of 12 months from the date of the last violation.

## **ARTICLE 15 SAVINGS CLAUSE**

- 15.1 Should any part of this agreement, or any portion therein contained be rendered or declared illegal, invalid, or unenforceable by a court of competent jurisdiction, inclusive of appeals, if any, or by the decision of any authorized governmental agency, such invalidation of such part of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet as soon as practical, and if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of the Agreement shall remain in full force and effect.

## **ARTICLE 16 MANAGEMENT RIGHTS**

- 16.1 Subject to the express provisions of this Agreement, management's rights include those listed in this article as well as any rights that are usual and customary.
- 16.2 The management of the Company' s operations and direction of the working forces, including, but not limited to: establish new jobs; abolish or change existing jobs; assign and change work duties and responsibilities; employ; promote; demote; train; transfer; layoff; recall; discipline, suspend or discharge for Just Cause; determine the number of employees necessary for any operation; determine the number of hours to be worked; schedule hours of work, including starting and quitting times and meal and break times; increase and decrease the work force; establish, change, and maintain performance standards and methods; deploy the workforce within the facility in the manner it considers the most effective and efficient to meet the operational needs; determine the qualifications, efficiency and ability of employees; maintain the efficiency of operations and employees; determine services to be offered; determine the source of supply for all services, goods, or materials; institute technological changes or improvements in operations; use temporary employees from third party providers, as long as it does not result in layoff or reduction of hours of bargaining unit members; transfer operations; decide the number and location of facilities; close a facility or a portion thereof; acquire, sell to or merge with other companies; require the taking of physical, mental, drug, or alcohol tests; require Officers to consent to credit checks; require Officer's complete cooperation in investigation of potential theft or fraud; and make and revise such reasonable rules and regulations in connection with the Company's operations and the conduct and duties of its employees in respect of such operations as are deemed advisable, will be vested exclusively in the company, subject only to such limitations as are specifically set forth in this Agreement.
- 16.3 The Company need not necessarily exercise rights reserved to it, or if the Company does exercise its reserved rights in any particular way, such will not be deemed a waiver of its right to exercise them in other ways not in conflict with the express provisions of this Agreement. The Company maintains and retains all management rights and the enumeration of management's rights herein shall not be deemed to exclude any other management rights.

**ARTICLE 17**  
**EXCUSED/UNEXCUSED ABSENCES and TARDINESS**

- 17.1 The procedure stated herein establishes a “no fault” point system to monitor the attendance of the officers covered by this Agreement.
- 17.2 Prompt attendance on the job is an important part of the performance record each Officer builds from the day they are hired. The success of an Officer depends in large measure on how well he performs the job each day. The Company is entitled to a reasonable degree of regularity in the attendance by all Officers, and disciplinary action is proper for failure to adhere to a reasonable attendance standard. The Company will focus particular attention on clear patterns of abuse, such as an unscheduled leave or “calling-out” in conjunction with days off, holidays, or vacations. Should the Officer exhibit a pattern such as three (3) or more call offs then the Company may begin the progressive discipline process as outlined in Article 14, Just Cause.
- 17.3 The Company recognizes there may be a reasonable absence due to bona fide sickness or emergency situation, often beyond the control of the Officer, therefore this procedure allows for a number of “occurrences” before discipline is administered. For example, an “occurrence” is a single day of absence or two or more consecutive days of absence.
- 17.4 Designed to work as a “no fault” procedure with a point system of attendance monitoring, this procedure will be consistently administered. The Officer’s immediate supervisor is responsible to coach, guide and/or discipline, as appropriate, officers who are excessively absent or tardy. Within the procedures and limitations of the CBA, the Company reserves the right to impose discipline where there is a clear pattern of misuse or intentional abuse.
- 17.5 A Rolling 6-month period is the applicable period of time within which occurrences are counted under the procedure. An Officer’s record of points for absenteeism and tardiness occurrences will be tallied, tracked, trended and reported continuously through the Company’s information systems. Each individual point will be verified for validity before each disciplinary action is issued.

The following accumulative total points received during the rolling 6-month period are considered thresholds in terms of when disciplinary action may be taken:

- 3 points ----- Coaching
- 6 points ----- Counseling
- 8 points ----- Written Reprimand

10 points ----- Final Written Reprimand

12 points ----- Dismissal

17.6 Absences for the following reasons will not add points to an Officers record:

A. Use of scheduled vacation time, sick leave or other scheduled leave time for doctor office appointments or medical procedure, as well as scheduled Long Term Illness time, which has been approved in advance by a supervisor. Note; however, that supervisors will question an Officer's time off when there is an apparent pattern of absences, i.e., going to the doctor every Monday or Friday or at the beginning or end of the Officer's scheduled work week.

B. Other authorized and approved leaves, including paid or unpaid Personal Leave, Jury Duty, Bereavement Leave, Military Leave, Family Medical Leave, Union Leave and any other form of leave required by law.

17.7 Absences for the following will add points to an Officer's record:

Unexcused Absence: 6 points: An Officer will have an unexcused absence when the Officer fails to call in an absence and show up for a scheduled shift (No Call No Show).

Unscheduled Absence: 2 points: An Officer who is absent from work and fails to notify their supervisor as soon as possible, less than two (2) hours before their scheduled reporting time is considered to have an unscheduled absence. Officers shall be responsible for providing their expected date of return to work during such notification. Each time an Officer is absent as an unscheduled absence the Officer will receive two (2) points for the unscheduled absence "occurrence". Multiple continuous days of absence for the same reason shall be considered one "occurrence".

Tardiness: An Officer who will be late to work must notify a supervisor as soon as possible. Officers shall be responsible for providing their expected arrival time during such notification. Late arrivals that were approved in advance by a supervisor, such as for a scheduled doctor office appointment, dental appointment or other scheduled and pre-approved reason will not add points to an Officer's record.

**Late Arrival: 1 point:** The following reasons will add points to an Officer's record: An Officer is considered a late arrival if the Officer arrives at work and clocks in more than seven (7) minutes after the Officer's scheduled reporting time. For example, given the rounding in the timekeeping system, if an Officer is required to begin a shift at 6:45 AM, they would be allowed to clock in no earlier than 6:38 AM and could clock in up to 6:52 AM and either punch would be rounded to 6:45 AM. Those Officers clocking in more than seven (7) minutes after their scheduled time will receive one (1) point.

Exclusions: Late arrivals and absences that were the result of factors outside of the Officer's control will be handled by the Warden on a case by case basis. Examples of



events outside of the Officer's control include, but are not limited to: medical emergencies, car accidents, unplanned highway closures and sudden severe weather such as a tornado. Examples of events that will not be considered outside of the Officer's control include, but not limited to: heavy traffic, lack of transportation and weather such as heavy snowfall. In all cases, the Company will follow the requirements of the Family and Medical Leave Act and the Americans with Disabilities Act, as well as any other applicable law.

Early Arrival: 1 point: An Officer is considered an early arrival if the Officer arrives at work and clocks in more than seven (7) minutes before their scheduled reporting time.

- 17.8 As an incentive for Perfect Attendance Officers have the opportunity to earn two Perfect Attendance Days per year. If an Officer has Perfect Attendance for a six (6) month period between January 1st and June 30th or between July 1st and December 31st, they will receive one personal paid holiday for each period. The holiday must be taken within the six (6) month period following the award. Officers must inform their Supervisor at least two (2) weeks in advance of taking any earned personal holiday.

## **ARTICLE 18 JURY DUTY**

- 18.1 Officers are required to provide a copy of the Notice of Jury Service upon receipt. They are required to inform their Supervisor as soon as possible after learning the specific date of service required. Upon presenting documentation of jury service performed, the Company shall reimburse the Officer for each regularly scheduled hour missed at their regular pay rate, to a maximum of fifteen (15) days in any 12-month period. Transportation fees provided to Officers for serving as a juror shall not be considered as jury duty pay. Officers are expected to return to work if excused from jury duty in time to perform at least four (4) hours of a scheduled work shift.
- 18.2 Jury duty shall not be considered as time worked for the purpose of computing overtime.

## **ARTICLE 19 BEREAVEMENT LEAVE**

- 19.1 Upon the death of a full-time Officer's immediate family member, the Officer will be granted up to three (3) days leave with pay, not including the Officers regular days off, in order for the Officer to make arrangements for and to attend the funeral.
- 19.2 For the purposes of this Article immediate family member is defined as an Officer's spouse, child, parents, siblings, grandparents and grandchildren, including immediate family members by step or in-law relation.

- 19.3 Bereavement Leave shall not be considered as time worked for the purposes of computing overtime.
- 19.4 Upon the death of a qualifying person under Section 19.2, the Facility Administrator or their designee will consider, on a case-by-case basis, requests to extend Bereavement Leave up to a maximum of five (5) days.

**ARTICLE 20  
HOLIDAY PAY**

- 20.1 The Company will provide full-time Officers the following ten (10) paid holidays regardless of the day on which the holiday falls:

New Year's Day	Labor Day
Martin Luther King's Day	Columbus Day
Presidents' Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas day

- 20.2 Provided individual Officers have worked any hours during the week the holiday falls, they will receive eight (8) hours of Holiday Pay at their regular straight-time hourly rate. In addition, Officers who work on the actual day a holiday falls will be paid their straight time rate for all hours so worked. Appropriate overtime rules apply to the actual number of hours worked on a holiday or during a week in which a holiday falls. The eight (8) hours of Holiday Pay are not included as hours worked for the purpose of calculating overtime.
- 20.3 Officers will receive Holiday Pay even if they are on approved paid time off (vacation, jury duty, bereavement leave, etc.)
- 20.4 Part-time Officers will receive holiday pay based on a prorated basis at the rate of 20% of wages worked the week of the holiday, regardless of the day on which the holiday falls.

**ARTICLE 21  
VACATION**

- 21.1 During the term of this Agreement, the Company will grant paid vacation to all full-time Officers based on years of service. Years of Service is determined by the Officer's Anniversary Date.

Years of Service

Annual Accrual

One (1) year but less than 5 years	80 hours
Five (5) years but less than 10 years	120 hours
Ten (10) years but less than 15 years	160 hours
Fifteen (15) years and above	200 hours

21.2 During the term of this Agreement, the Company will pay a percentage of worked wages in lieu of vacation for Part-time Officers as follows:

<u>Years of Service</u>	<u>% of Worked Wages</u>
More than one (1) year but less than 5 years	6.15%
More than five (5) years but less than 10 years	8.08%
More than ten (10) years	10.00%

21.3 Vacation shall be awarded on the anniversary of the Officer's date of hire, in one lump sum. Officers must take vacation time within the twelve (12) month period following each anniversary of their date of hire. Any unused vacation time not taken within the twelve (12) month period will be paid out. Officers cannot carry over vacation time from one anniversary year to the next.

21.4 Any unused vacation time that has been earned and vested shall be paid at the time of separation from employment with GEO.

21.5 If a designated holiday named in this Agreement falls during an Officer's vacation period, such Officer shall be entitled to receive pay for such holiday [eight (8) hours at the Officer's straight time hourly rate in addition to their vacation pay].

21.6 Vacation preferences will be determined as follows:

A. By December 1<sup>st</sup> a vacation calendar for the following year will be drafted by the Company.

B. The vacation calendar will be accompanied by a current union seniority list and signature page.

C. Officers will select hours of vacation in the order of their seniority. Officers will make an initial selection of 80 hours of vacation and will sign their name to the seniority list signature page and the next senior Officer will be allowed to make their selection. When notified to select, the Officer will have a maximum of 30 minutes to make their selection. If the Officer is unwilling to make their selection in the time allotted they will be placed at the bottom of the selection list and will not be allowed to make their selection until all other Officers have had their opportunity to select their vacation days. Officers, on their days off, will be contacted by phone and asked to make their selection. The 30 minute window will also apply. If the Officer is not available when called a voice message will be left asking the officer to contact the Company to make their vacation selection.

D. Once the least senior Officer has made their initial selection, the process will be

repeated until all Officers have made their selections for additional hours.

E. Officers with more than five (5) years of service will be allowed to keep forty (40) hours of vacation to be scheduled at a later date. Those Officers will be awarded vacation on a first come first served basis. Such requests will be processed in accordance with availability within ten (10) business days.

F. The Company may allow the maximum amount of Officers off for vacation per shift provided it does not interfere with the efficient operations of the facility. With that in mind, the Company will at a minimum award ten percent (10%) of those Officers scheduled to work time off for vacation.

G. Every effort will be made to accommodate additional vacation requests per shift.

21.7 Vacation time shall not be considered as time worked for the purpose of computing overtime.

21.8 Except as provided in sections 21.3 and 21.4, Officers entitled to vacation will not be given pay in lieu thereof.

**ARTICLE 22  
401(k) PLAN**

22.1 All Officers are eligible to participate in the Company 401(k) and profit sharing savings plan as may be amended from time to time by the Company to ensure that the benefits are the same for all GEO Group Officers.

22.2 The Company will match 50% of the Officers salary deferrals up to the first 5% of salary deferred (maximum matching contribution is 2.5% of deferred salary).

22.3 The Company's matching contribution will be applied each pay period.

**ARTICLE 23  
WAGES**

23.1 Listed below are the Hourly rates and the Health & Welfare rate for covered Officers by this Agreement.

A. The rates listed below will become effective on the date of ratification.

**Category**

**Hourly Rates**

Detention Officers  
Lead Classification Specialist  
Court Officers  
Health & Welfare

(b)(4)
--------

B. CERT or Field Training Officers shall receive premium pay of (b)(4) per pay period. Officers are only eligible to receive one premium rate under this section. Example, should a CERT Officer also be a Field Training Officer he will not receive double the premium rate.

C. Regardless if the wage determination hourly rate or the health and welfare hourly rate change during the term of this agreement, the Company and Union agree to reopen negotiations regarding this Article. Any negotiated changes to the hourly rate or the H&W hourly rate will only become effective on the anniversary of the client contract date. Should any revised wage determination hourly rate be less than the hourly rates listed above, the hourly rates listed above shall prevail.

- 23.2 Officers shall receive the Health & Welfare hourly rate of (b)(4) per hour (based on 2080 hours per year) as a part of their wages. Officers may elect to voluntarily participate in the Company's benefit plans, the cost of which will be explained in detail to each officer. Should officers elect not to participate in the Company's benefit plans the amount of the Health & Welfare hourly rate will continue to be paid directly to the officer in the form of wages and be reflected on their paychecks. Should an officer choose to participate in the Company's benefit plans on a limited basis (for example taking dental or vision insurance only) any cost of the plans will be subtracted from the Health & Welfare hourly rate, with the remaining funds continuing to be paid in the form of wages.

## **ARTICLE 24 PAID SICK LEAVE**

- 24.1 Executive Order 13706, establishing Paid Sick Leave applies to this collective bargaining agreement subject to the Service Contract Act for which the client contract is awarded. As such, GEO shall provide Officers with one (1) hour of paid sick leave for every thirty (30) hours they work, up to 56 hours of paid sick leave each year. Officers are permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventative care; to assist a family member (or person who is like family to the Officer) who is ill, injured, or has other health related needs, including preventative care; or for reasons resulting from, or to assist a family member (or person who is like family to the Officer) who is a victim of domestic violence, sexual assault, or stalking. Additional information regarding this Executive Order is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).
- 24.2 Effective December 1, 2017, the Company shall front load twenty-four (24) hours of paid sick leave. Officers shall continue to accrue the balance of 56 hours of paid sick leave as defined in Article 24.1. The front loading of hours shall only occur on December 1, 2017.
- 24.3 The accrual year begins on December 1 and ends on November 30 each year.

**ARTICLE 25**  
**HEALTH AND WELLNESS BENEFITS**

25.1 Effective the first day of the month coincident with or following 120-days of employment, Full-time Officers may elect to enroll in:

- A. The Company's Group Health Insurance Plans or Union Plans with optional family coverage.
- B. Flexible Spending Accounts

The company has established and pays the administrative costs related to pre-taxed Medical and Dependent Care Flexible Spending Accounts (FSA). Officers have the opportunity, through pre-taxed payroll deductions, to participate in these FSA programs up to the limits established by law. For additional information Officers should contact their Human Resources Office. For decisions related to income tax considerations, Officers should consult with the IRS or a personal financial advisor.

25.2 Effective the first day of the month coincident with or following 90-days of employment Full-time Officers may elect to participate in Company's dental, vision, group life insurance, disability, legal and voluntary benefit plans. Specific information related to these plans is available from the facility Human Resources Department. The terms and conditions of said plans are not subject to the grievance and arbitration procedures established herein.

25.3 The Company reserves the exclusive right to make or modify Health and Wellness benefits at any time during the life of this Agreement. The Company also reserves the exclusive right to modify the choice of service providers.

25.4 The Company shall discuss with the Union any changes or modifications to the Health and Wellness benefits prior to open enrollment. The Union will have the option to offer the Union's benefit plan. The Officers may collectively decide within 120 days of the ratification of this collective bargaining agreement if they will participate in the Union's Health and Welfare Plans. In the event the Officers decide to participate in the Union's Health and Welfare Plans, those Officers insured by the Company shall have their insurance continued until an agreed upon date of transition.

25.5 Health and Wellness Benefits shall not be subject to the grievance procedures set forth in this Agreement.

25.6 Employee Assistance Program

To assist Officers in both work related and non-work related issues, the Company provides an Employee Assistance Program. Program participation may be voluntary or in some instances required by the Company. The provisions of the Employee Assistance Program are not subject to the grievance and arbitration process. Specific information related to the EAP may be found in the facility Human Resource Office and/or GEO Corporate Human Resources. The EAP is available for officers and their

families. All information, whether voluntary or required by management, is strictly confidential.

## **ARTICLE 26**

### **WAIVER OF BARGAINING RIGHTS AND AMENDMENTS TO AGREEMENT**

- 26.1 During the negotiations resulting in this Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining; all such subjects were discussed and negotiated upon; and the agreements contained herein were arrived at after the free exercise of such rights and opportunity.
- 26.2 This Agreement supersedes any previous agreements, rules, regulations or customs governing the Company, its employees and the Union.
- 26.3 Any changes in this Agreement, whether by addition, waiver, deletion, amendments or modifications, must be reduced to writing and executed by both the Company and the Union. The Company and the Union shall meet to negotiate these changes prior to their implementation.

## **ARTICLE 27**

### **DRUG AND ALCOHOL TESTING**

- 27.1 The Union collectively and its members individually recognize the sensitive nature of the Company's business. As such, each recognizes that maintaining a drug and alcohol free work place is essential to the safety and security of all Officers, the general public, the inmates and the institution.
- 27.2 The Union collectively and the members individually agree that the Company has the right to implement policies and procedures related to drug and alcohol testing and that these policies may include provisions for both cause and prevention testing.
- 27.3 Drug testing includes provisions for testing for Cause and Prevention. Procedures are found in the Aurora/ICE Processing Center Policy 3.2.6 AUR and GEO Policy #3.2.6 Personnel: Drug Free Workplace.
- 27.4 When the Company has a "reasonable suspicion" to believe that an Officer is in violation of Company Rules of Conduct related to the use of alcohol or drugs, the Facility Administrator or his designee may require the Officer to submit to an alcohol and/or drug test. Procedures are established in the Aurora/ICE Processing Center Policy 3.2.6 AUR and GEO Policy #3 .2.6. Personnel: Drug Free Workplace.
- 27.5 An Officer may refuse to submit to a drug screening or alcohol test. However, the Officer shall be warned that such refusal constitutes grounds for immediate dismissal and then be allowed an opportunity to submit to the testing as though the Officer had originally complied with the order.

- 27.6 The Union collectively and the members individually agree that drug testing policies or regulations of the Company, Client or other regulating authority are subject to review and change. Changes made by the Company, Client or other regulating agencies will be binding on the parties to this Agreement. Changes will be communicated to the Union prior to implementation.

## **ARTICLE 28 MISCELLANEOUS PROVISIONS**

- 28.1 The Union recognizes that it is the responsibility of Officers to familiarize themselves and learn all policies and rules established by the Company or its Client, and faithfully report all violations thereof. The Union agrees that Officers shall discharge all duties as assigned to them impartially and without regard to any Union or non-union affiliation of any Officer of the Company or Client, and that failure to do so may be cause for discipline.
- 28.2 It is understood that no provisions of this Agreement will apply to any temporary supplementary correctional force transferred to work at the facility to maintain contractual obligations to the Client or during emergency situations. Unless the Client exercises its contractual option to assume operation of the facility or Officers are engaged in an adverse job action against the Company, such supplementary force will not result in job loss or in the loss of normal hours to permanent Officers coming under this agreement while the supplementary force is being utilized.
- 28.3 The Union recognizes the principle of management responsibility and that the Company must furnish satisfactory service in accordance with the demands and directives of the Company's Client(s) and the requirements of the particular job.
- 28.4 Officers will be paid at the appropriate rate for all required Company Training.
- 28.5 Temporary off site duty locations will be filled by qualified volunteers first based on their seniority in the bargaining unit, highest to lowest. Should there be no or insufficient volunteers to fill the requirements, the lowest senior qualified Officer (s) shall be chosen to fill the assignment.
- 28.6 Union membership insignia shall be authorized to be worn on Company uniforms provided that if the Client objects then such insignia shall be removed when the Company so requests.
- 28.7 The Company agrees to permit one (1) full time bargaining unit member selected by the Union as the Union Safety Representative to participate in the facility sponsored safety committee. An alternate may be utilized when the primary Union Safety Representative is not available due to illness or vacation or when circumstances require the assistance of an alternate. The Union Safety Representative will be notified of any/all accidents/incidents involving or affecting Bargaining Unit members.



## **ARTICLE 29**

### **SHIFT PREFERENCE PROCEDURE**

- 29.1 The Company and Union will meet and shall draft a shift schedule that will meet the needs of the business while, at the same time, afford all Officers a maximum amount of days off, regardless of seniority. This schedule may include any combination of eight (8,) ten (10,) and/or twelve (12) hour base shifts. After the schedule structure has been determined, the Shift Preference Process will be implemented as described in this Article.
- 29.2 All shifts, except for those attached to a specialized post, will be rebid once each year, and will rotate during the first complete pay period of January. Final shift assignments, regardless of preference, will be binding on all Officers, except as otherwise provided for in this agreement.
- 29.3 To minimize security related concerns, the Company may, based on Client contract requirements or other Client restrictions, assign Officers out of seniority order due to specialized skills requirements. For the same reasons, the Company may need, from time to time, to make minor adjustments, as necessary, to equalize shifts. Equalizing of shifts will be done by seniority by volunteer first, and if no volunteer exists, by mandate.
- 29.4 After the annual rotation, Officers will be permitted to request reassignment when vacancies occur on a shift. If more than one Officer requests the same vacancy, it shall be awarded based upon seniority. The Company will post all Company-declared vacancies on Company bulletin boards such as at the time clocks, in front of the training room etc. for a period of a minimum of seven (7) calendar days.
- 29.5 In all cases, Officers will be notified in a timely manner of their upcoming shift assignment, to provide time for them to make any life adjustments necessary. At a minimum, Officers will be allowed two weeks advance notice that their shift will change.
- 29.6 Changes to the shift and days off selection process may be negotiated before each annual rotation, if necessary.

**ARTICLE 30  
DURATION**

Except as otherwise provided herein, this Agreement becomes effective on December 1, 2017, and shall continue in force and effect until midnight November 30, 2020, and from year to year thereafter, unless either party receives written notice from the other party, not less than sixty (60) days, nor more than ninety (90) days, immediately prior to the expiration date, of its intention to amend, modify or terminate this Agreement, provided that if the Company shall cease to operate at this site, this Agreement shall automatically terminate and the rights and obligations of both the Union and the Company hereunder, shall automatically cease except with reference to those Officers covered herein shall remain in the employment of the Company for the purpose of performing work arising from the termination provisions of the Company's agreement with the Client, and as to such Officers, this Agreement shall continue in effect until termination of employment of such Officers.

IN WITNESS WHEREOF, the parties have caused their Representatives to sign this Agreement as full acknowledgement of their intentions to be bound by the Agreement.

FOR UGSOA

FOR GEO

\_\_\_\_\_  
(b)(6); (b)(7)(C) Director

\_\_\_\_\_  
(b)(6); (b)(7)(C) EVP HR

\_\_\_\_\_  
(b)(6); (b)(7)(C) Local 840 President

\_\_\_\_\_  
Johnny, Choate, Warden

\_\_\_\_\_  
(b)(6); (b)(7)(C) Local 840, Vice President

\_\_\_\_\_  
(b)(6); (b)(7)(C) Assistant Warden

\_\_\_\_\_  
(b)(6); (b)(7)(C) Human Resources Dir.  
Western Region

**ARTICLE 30  
DURATION**

Except as otherwise provided herein, this Agreement becomes effective on December 1, 2017 and shall continue in force and effect until midnight November 30, 2020 and from year to year thereafter, unless either party receives written notice from the other party, not less than sixty (60) days, nor more than ninety (90) days, immediately prior to the expiration date, of its intention to amend, modify or terminate this Agreement, provided that if the Company shall cease to operate at this site, this Agreement shall automatically terminate and the rights and obligations of both the Union and the Company hereunder, shall automatically cease except with reference to those Officers covered herein shall remain in the employment of the Company for the purpose of performing work arising from the termination provisions of the Company's agreement with the Client, and as to such Officers, this Agreement shall continue in effect until termination of employment of such Officers.

IN WITNESS WHEREOF, the parties have caused their Representatives to sign as full acknowledgement of their intentions to be bound by the Agreement.

FOR UGSOA

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

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

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

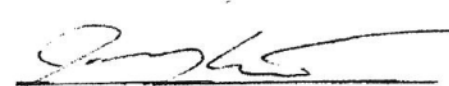
(b)(6); (b)(7)(C) Local 840 President

(b)(6); (b)(7)(C) Vice President

FOR GEO

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

Resources

  
Johnny Choate, Warden

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

(b)(6); (b)(7)(C) Human Resources Dir.  
Western Region