



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

November 5, 2021

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
Tenth Interim Release**

Dear Ms. Stevens:

This letter is the tenth 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 references any of the individuals listed above is responsive to this request. Please make sure to inquire of any ICE component responsible for any negotiations with Berks County. The time frame of this request is 2000 to the present.

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

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

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

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

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

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

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

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

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

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

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

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

A search of the Office of Acquisitions located records that were potentially responsive to your request. For this production ICE reviewed 517 pages of potentially responsive documents. Of those 517 pages, ICE determined that 1 page was deemed non-responsive. The remaining 516 pages have been Bates numbered 2020-ICLI-00042 4385 through 2020-ICLI-00042 4900

ICE has applied FOIA Exemptions 4, 5, 6, 7(C) and 7(E) to protect from disclosure the personally identifiable information of DHS employees and third parties contained within the records.

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

ICE has applied FOIA Exemption 5 to protect from public disclosure intra-agency documents that contain the recommendations, opinions, and conclusions of agency employees, and portions of the responsive documents which qualify for protection under the deliberative process privilege and the attorney-client privilege.

FOIA Exemption 5 protects from disclosure those inter- or intra-agency documents that are normally privileged in the civil discovery context. The three most frequently invoked privileges

are the deliberative process privilege, the attorney work-product privilege, and the attorney-client privilege. After carefully reviewing the responsive documents, I have determined that portions of the responsive documents qualify for protection under the deliberative process privilege and the attorney-client privilege. The deliberative process privilege protects the integrity of the deliberative or decision-making processes within the agency by exempting from mandatory disclosure opinions, conclusions, and recommendations included within inter-agency or intra-agency memoranda or letters. The release of this internal information would discourage the expression of candid opinions and inhibit the free and frank exchange of information among agency personnel. The attorney-client privilege protects confidential communications between an attorney and his client relating to a legal matter for which the client has sought professional advice. It applies to facts divulged by a client to his attorney, and encompasses any opinions given by an attorney to his client based upon, and thus reflecting, those facts, as well as communications between attorneys that reflect client-supplied information. The attorney-client privilege is not limited to the context of litigation.

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

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

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

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

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

Sincerely,
LYNNEA A
SCHURKAMP

Digitally signed by LYNNEA
A SCHURKAMP
Date: 2021.11.04 09:22:46
-04'00'

Lynnea Schurkamp
Deputy FOIA Officer for –
Fernando Pineiro
FOIA Officer

Enclosure: 516 pages

2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6); WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite (b)(6); Washington DC 20536
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE ATTN: (b)(6); (b)(7)(C) 4955 TECHNOLOGY WAY BOCA RATON FL 334313367	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR20D00000003 10B. DATED (SEE ITEM 13) 12/03/2019
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 612706465
 Contracting Officer's Representative: (b)(6); (b)(7)(C)
 Phone: (210) 231-(b)(6);
 E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov

 Alternate Contracting Officer's Representative: (b)(6); (b)(7)(C)
 Phone: (210) 231-(b)(6);
 E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov

 Field Office Point of Contact: (b)(6); (b)(7)(C)
 Phone: 512-236-(b)(6);
 Continued ...

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000003/P00002

PAGE OF
2 4

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Contracting Officer: (b)(6); (b)(7)(C)</p> <p>Phone: 202-732-(b)(6);</p> <p>Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Contract Specialist: (b)(6); (b)(7)(C)</p> <p>Phone: 202-732-(b)(6);</p> <p>Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Vendor Point of Contact: (b)(6); (b)(7)(C)</p> <p>Phone: 561-999-(b)(6);</p> <p>Email: (b)(6);@geogroup.com</p> <p>There are no requisitions associated with this modification.</p> <p>The purpose of modification P00003 to Indefinite-Delivery Indefinite-Quantity (IDIQ) contract 70CDCR20D00000003 is as follows:</p> <p>1. The option to extend the contract (Option Period 1: 3/6/2020-5/5/2020) is hereby exercised.</p> <p>2. Contract option line items 1001, 1002, 1003, 1004, 1005, 1006, 1007 are exercised.</p> <p>Period of Performance: 12/06/2019 to 08/05/2020</p> <p>Change Item 1001 to read as follows (amount shown is the obligated amount):</p>				
1001	<p>Option Period 1: Detention and Detention Related Services</p> <p>Guaranteed Minimum Bed Day Rate: (b)(4)</p> <p>(b)(4)</p> <p>30 Days After Award</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 1002 to read as follows (amount shown is the obligated amount):</p>				(b)(4)
1002	<p>Option Period 1: Above Guaranteed Minimum:</p> <p>(b)(4)</p> <p>(Option Line Item)</p> <p>30 Days After Award</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000003/P00002

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1003	<p>Change Item 1003 to read as follows (amount shown is the obligated amount):</p> <p>Option Period 1: Transportation (Court & Medical) Amount (b)(4) (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				(b)(4)
1004	<p>Change Item 1004 to read as follows (amount shown is the obligated amount):</p> <p>Option Period 1: Overtime Transportation (Court & Medical) Amount (b)(4) (Option Line Item) 11/30/2019 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				(b)(4)
1005	<p>Change Item 1005 to read as follows (amount shown is the obligated amount):</p> <p>Option Period 1: On Call Detention Services Amount (b)(4) (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				(b)(4)
1006	<p>Change Item 1006 to read as follows (amount shown is the obligated amount):</p> <p>Option Period 1: Detainee Work Program Amount: \$12,400.00 (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				(b)(4)
1007	<p>Change Item 1007 to read as follows (amount shown is the obligated amount):</p> <p>Option Period 1: Fuel Amount (b)(4) (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D000000003/P00002

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)

2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6); WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite (b)(6); Washington DC 20536
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE ATTN (b)(6); (b)(7)(C) 4955 TECHNOLOGY WAY BOCA RATON FL 334313367	9A. AMENDMENT OF SOLICITATION NO. (x)
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. x 70CDCR20D00000003
	10B. DATED (SEE ITEM 13) 12/03/2019

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 612706465
 Contracting Officer's Representative: (b)(6); (b)(7)(C)
 Phone: (210) 231-(b)(6); (b)(7)(C)
 E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternate Contracting Officer's Representative: (b)(6); (b)(7)(C)
 Phone: (210) 231-(b)(6); (b)(7)(C)
 E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternate Contracting Officer's Representative: (b)(6); (b)(7)(C)
 Phone: (210) 283-(b)(6); (b)(7)(C)
 Continued ...

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000003/P00004

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Contracting Officer: (b)(6); (b)(7)(C)</p> <p>Phone: 202-732-(b)(6);</p> <p>Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Contract Specialist: (b)(6); (b)(7)(C)</p> <p>Phone: 202-732-(b)(6);</p> <p>Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Vendor Point of Contact: (b)(6); (b)(7)(C)</p> <p>Phone: 561-999-(b)(6);</p> <p>Email: (b)(6);@geogroup.com</p> <p>There is no requisition associated with this modification.</p> <p>The purpose of this administrative modification P00004 to Indefinite-Delivery Indefinite-Quantity (IDIQ) contract 70CDCR20D00000003 is as follows:</p> <ol style="list-style-type: none"> 1) Remove (b)(6); (b)(7)(C) as the Field Office Point of Contact; and 2) Add (b)(6); (b)(7)(C) as an Alternate Contracting Officer's Representative (ACOR) and the Field Office Point of Contact <p>Period of Performance: 12/06/2019 to 08/05/2020</p>				

ICE Information Governance and Privacy Requirements Clause (JUL 2017)

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974 the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at www.dhs.gov/privacy. Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching FDSys, the Federal Digital System, available at <http://www.gpo.gov/fdsys/>. SORNs may be updated at any time.

(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment

The Contractor shall perform all tasks on authorized Government networks, using Government- furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

(3) Prior Approval Required to Hire Subcontractors

The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(4) Separation Checklist for Contractor Employees

Contractor shall complete a separation checklist before any employee or Subcontractor employee terminates working on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposal of sensitive personally identifiable information (PII), in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee or Subcontractor employee, the Contractor shall notify the Contracting Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall

submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

B. Government Records Training, Ownership, and Management

(1) Records Management Training and Compliance

(a) The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to sensitive PII as well as to those involved in the creation, use, dissemination and/or destruction of sensitive PII. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site or it may be made available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance and must submit an e-mail notification annually to the Contracting Officer's Representative verifying that all employees working under this contract have completed the required records management training.

(b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(2) Records Creation, Ownership, and Disposition

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency data. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract.

(b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and are considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting

Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

C. Data Privacy and Oversight

(1) Restrictions on Testing or Training Using Real Data Containing PII

The use of real data containing sensitive PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible. ICE policy requires that any proposal to use of real data or de-identified data for IT system testing or training be approved by the ICE Privacy Officer and Chief Information Security Officer (CISO) in advance. In the event performance of the contract requires or necessitates the use of real data for system-testing or training purposes, the Contractor in coordination with the Contracting Officer or Contracting Officer's Representative and Government program manager shall obtain approval from the ICE Privacy Office and CISO and complete any required documentation.

(2) Requirement to Support Privacy Compliance

(a) The Contractor shall support the completion of the Privacy Threshold Analysis (PTA) document when it is required. PTAs are triggered by the creation, modification, upgrade, or disposition of an IT system, and must be renewed at least every three years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide adequate support to complete the PIA in a timely manner, and shall ensure that project management plans and schedules include the PTA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DHS, including PTAs, PIAs, and SORNs, is located on the DHS Privacy Office website (www.dhs.gov/privacy) under "Compliance." DHS Privacy Policy Guidance Memorandum 2008-02 sets forth when a PIA will be required at DHS, and the Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the Contractor shall assign or procure a Privacy Lead, to be listed under "Key Personnel." The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Office, the Office of the Chief Information Officer, and the Records Management Branch to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion. The Privacy Lead:

Additional Terms and Conditions

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Must be knowledgeable about the Privacy Act of 1974 and the E- Government Act of 2002.
- Must be able to work well with others.

(c) If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Private Lead specifically assigned under this contract may be waived provided the Contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The Contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion.

(End of Clause)

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6); (b)(7)(C) WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite (b)(6); (b)(7)(C) Washington DC 20536
---	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE ATTN: (b)(6); (b)(7)(C) 4955 TECHNOLOGY WAY BOCA RATON FL 334313367	9A. AMENDMENT OF SOLICITATION NO. (x)
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR20D00000003
	10B. DATED (SEE ITEM 13) 12/03/2019

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4 (c) - Changes to Contract Terms and Conditions - Commercial Items
	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 612706465
 Contracting Officer's Representative: (b)(6); (b)(7)(C)
 Phone: (210) 231-(b)(6);
 E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov
 Alternate Contracting Officer's Representative: (b)(6); (b)(7)(C)
 Phone: (210) 231-(b)(6);
 E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov
 Field Office Point of Contact: (b)(6); (b)(7)(C)
 Phone: 512-236-(b)(6); (b)(7)(C)
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6); (b)(7)(C) Executive Vice President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (b)(6); (b)(7)(C) <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED 1/24/2020
16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C) <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Contracting Officer: (b)(6); (b)(7)(C)</p> <p>Phone: 202-732-(b)(6);</p> <p>Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Contract Specialist: (b)(6); (b)(7)(C)</p> <p>Phone: 202-732-(b)(6);</p> <p>Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Vendor Point of Contact: (b)(6); (b)(7)(C)</p> <p>Phone: 561-999-(b)(6);</p> <p>Email: (b)(6);@geogroup.com</p> <p>P00001 to Indefinite Delivery Indefinite Quantity (IDIQ) 70CDCR20D00000003 for Detention and Detention Related Services at the South Texas ICE Processing Center (STIPC) (formerly known as South Texas Detention Center (STDC)) located in Pearsall, Texas is an administrative modification to:</p> <p>1) Add (b)(6); (b)(7)(C) as the Contracting Officer's Representative (COR) and change (b)(6); (b)(7)(C) role to the Alternate Contracting Officer's Representative (ACOR). (b)(6); (b)(7)(C) contact information is as follows:</p> <p>Contracting Officer's Representative: (b)(6);</p> <p>Phone: (210) 231-(b)(6);</p> <p>E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>2) Incorporate ICE Information Governance & Privacy Requirements Clause. See additional terms and conditions.</p> <p>Period of Performance: 12/06/2019 to 08/05/2020</p>				

ICE Information Governance and Privacy Requirements Clause (JUL 2017)

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974 the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at www.dhs.gov/privacy. Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching FDSys, the Federal Digital System, available at <http://www.gpo.gov/fdsys/>. SORNs may be updated at any time.

(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment

The Contractor shall perform all tasks on authorized Government networks, using Government- furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

(3) Prior Approval Required to Hire Subcontractors

The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(4) Separation Checklist for Contractor Employees

Contractor shall complete a separation checklist before any employee or Subcontractor employee terminates working on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposal of sensitive personally identifiable information (PII), in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee or Subcontractor employee, the Contractor shall notify the Contracting Officer's Representative (COR) within 24 hours. For normal separations, the Contractor shall

submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

B. Government Records Training, Ownership, and Management

(1) Records Management Training and Compliance

(a) The Contractor shall provide DHS basic records management training for all employees and Subcontractors that have access to sensitive PII as well as to those involved in the creation, use, dissemination and/or destruction of sensitive PII. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. This training can be obtained via links on the ICE intranet site or it may be made available through other means (e.g., CD or online). The Contractor shall maintain copies of certificates as a record of compliance and must submit an e-mail notification annually to the Contracting Officer's Representative verifying that all employees working under this contract have completed the required records management training.

(b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(2) Records Creation, Ownership, and Disposition

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency data. The Contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract.

(b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and are considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting

Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

C. Data Privacy and Oversight

(1) Restrictions on Testing or Training Using Real Data Containing PII

The use of real data containing sensitive PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible. ICE policy requires that any proposal to use of real data or de-identified data for IT system testing or training be approved by the ICE Privacy Officer and Chief Information Security Officer (CISO) in advance. In the event performance of the contract requires or necessitates the use of real data for system-testing or training purposes, the Contractor in coordination with the Contracting Officer or Contracting Officer's Representative and Government program manager shall obtain approval from the ICE Privacy Office and CISO and complete any required documentation.

(2) Requirement to Support Privacy Compliance

(a) The Contractor shall support the completion of the Privacy Threshold Analysis (PTA) document when it is required. PTAs are triggered by the creation, modification, upgrade, or disposition of an IT system, and must be renewed at least every three years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide adequate support to complete the PIA in a timely manner, and shall ensure that project management plans and schedules include the PTA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DHS, including PTAs, PIAs, and SORNs, is located on the DHS Privacy Office website (www.dhs.gov/privacy) under "Compliance." DHS Privacy Policy Guidance Memorandum 2008-02 sets forth when a PIA will be required at DHS, and the Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the Contractor shall assign or procure a Privacy Lead, to be listed under "Key Personnel." The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Office, the Office of the Chief Information Officer, and the Records Management Branch to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion. The Privacy Lead:

Additional Terms and Conditions

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Must be knowledgeable about the Privacy Act of 1974 and the E- Government Act of 2002.
- Must be able to work well with others.

(c) If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Private Lead specifically assigned under this contract may be waived provided the Contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The Contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Office and other offices are answered in a timely fashion.

(End of Clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6); WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite (b)(6); Washington DC 20536 (b)(7)(C)	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE ATTN (b)(6); (b)(7)(C) 4955 TECHNOLOGY WAY BOCA RATON FL 334313367		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 6127064650000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR20D00000003	10B. DATED (SEE ITEM 13) 12/03/2019

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 612706465

Contracting Officer's Representative: (b)(6); (b)(7)(C)

Phone: (210) 231-(b)(6);

E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate Contracting Officer's Representative: (b)(6); (b)(7)(C)

Phone: (210) 231-(b)(6);

E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov

Field Office Point of Contact: (b)(6); (b)(7)(C)

Phone: 512-236-(b)(6);

Continued ...

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

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

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>Email: (b)(6); (b)(7)(C) @ice.dhs.gov</p> <p>Contracting Officer: (b)(6); (b)(7)(C)</p> <p>Phone: 202-732-(b)(6);</p> <p>Email: (b)(6); (b)(7)(C) @ice.dhs.gov</p> <p>Contract Specialist: (b)(6); (b)(7)(C)</p> <p>Phone: 202-732-(b)(6);</p> <p>Email: (b)(6); (b)(7)(C) @ice.dhs.gov</p> <p>Vendor Point of Contact: (b)(6); (b)(7)(C)</p> <p>Phone: 561-999-(b)(6);</p> <p>Email: (b)(6); @geogroup.com</p> <p>There is no requisition associated with this modification.</p> <p>The purpose of this administrative modification P00003 to Indefinite-Delivery Indefinite-Quantity (IDIQ) contract 70CDCR20D00000003 is as follows:</p> <p>1) Make an administrative update internally on ICE's contracting system to exercise the option period 1 CLINs.</p> <p>2) Add rates for CLINs 0002,0003,0005; 1002,1003,1005; 2002,2003,2005; 3002,3003,3005; 4002,4003,4005. Please see each CLIN for additional detail.</p> <p>3) Rename CLINs 2007, 3007, 4007 from "Detainee Work Program" to "Fuel"</p> <p>Period of Performance: 12/06/2019 to 08/05/2020</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p> <p>Base Period: Above Guaranteed Minimum: 1351-1800 Bed-Days Amount: (b)(4) Rate: (b)(4) Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p> <p>Base Period: Transportation (Court & Medical) Amount: (b)(4) Rate: Continued ...</p>				
0003					

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000003/P00003

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 0005 to read as follows (amount shown is the obligated amount):				
0005	Base Period: On Call Detention Services Amount: (b)(4) Rate: (b)(4) Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 1001 to read as follows (amount shown is the obligated amount):				
1001	Option Period 1: Detention and Detention Related Services Guaranteed Minimum Bed Day Rate: (b)(4) under the minimum guarantee of 1350 Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 1002 to read as follows (amount shown is the obligated amount):				
1002	Option Period 1: Above Guaranteed Minimum: 1351-1800 Bed-Days Rate: (b)(4) Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 1003 to read as follows (amount shown is the obligated amount):				
1003	Option Period 1: Transportation (Court & Medical) Rate: (b)(4) Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 1004 to read as follows (amount shown Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000003/P00003

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	is the obligated amount):				
1004	Option Period 1: Overtime Transportation (Court & Medical) Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
	Change Item 1005 to read as follows (amount shown is the obligated amount):				
1005	Option Period 1: On Call Detention Services Rate: (b)(4) Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
	Change Item 1006 to read as follows (amount shown is the obligated amount):				
1006	Option Period 1: Detainee Work Program Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
	Change Item 1007 to read as follows (amount shown is the obligated amount):				
1007	Option Period 1: Fuel Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
	Change Item 2002 to read as follows (amount shown is the obligated amount):				
2002	Option Period 2: Above Guaranteed Minimum: 1351-1800 Bed-Days Rate: (b)(4) Amount: (b)(4) (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
	Change Item 2003 to read as follows (amount shown Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000003/P00003

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	is the obligated amount):				
2003	Option Period 2: Transportation (Court & Medical) Rate: (b)(4) Amount (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 2005 to read as follows (amount shown is the obligated amount):				(b)(4)
2005	Option Period 2: On Call Detention Services Rate: (b)(4) Amount (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 2007 to read as follows (amount shown is the obligated amount):				(b)(4)
2007	Option Period 2: Fuel Amount: (b)(4) Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 3002 to read as follows (amount shown is the obligated amount):				(b)(4)
3002	Option Period 3: Above Guaranteed Minimum: 1351-1800 Bed-Days Rate: (b)(4) Amount (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 3003 to read as follows (amount shown is the obligated amount):				(b)(4)
3003	Option Period 3: Transportation (Court & Medical) Rate: (b)(4) Amount (Option Line Item) 30 Days After Award Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000003/P00003

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 3005 to read as follows (amount shown is the obligated amount):				
3005	Option Period 3: On Call Detention Services Rate: (b)(4) Amount: (b)(4) (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
	Change Item 3007 to read as follows (amount shown is the obligated amount):				
3007	Option Period 3: Fuel Amount: (b)(4) (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
	Change Item 4002 to read as follows (amount shown is the obligated amount):				
4002	Option Period 4: Above Guaranteed Minimum: 1351-1800 Bed-Days Rate: (b)(4) Amount: (b)(4) (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
	Change Item 4003 to read as follows (amount shown is the obligated amount):				
4003	Option Period 4: Transportation (Court & Medical) Rate: (b)(4) Amount: (b)(4) (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
	Change Item 4005 to read as follows (amount shown is the obligated amount): Continued ...				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000003/P00003

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7 7

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4005	Option Period 4: On Call Detention Services Rate: (b)(4) Amount (b)(4) (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)
Change Item 4007 to read as follows (amount shown is the obligated amount):					
4007	Option Period 4: Fuel Amount: (b)(4) (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6); WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite (b)(6); Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE ATTN: (b)(6); (b)(7)(C) 4955 TECHNOLOGY WAY BOCA RATON FL 334313367		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 6127064650000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR20D00000003	10B. DATED (SEE ITEM 13) 12/03/2019

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 612706465

Contracting Officer's Representative: (b)(6); (b)(7)(C)

Phone: (210) 231-(b)(6);

E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate Contracting Officer's Representative: (b)(6); (b)(7)(C)

Phone: (210) 231-(b)(6);

E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate Contracting Officer's Representative: (b)(6); (b)(7)(C)

Phone: (210) 283-(b)(6);

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6); (b)(7)(C) VP, Contract Administration	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
(b)(6); (b)(7)(C) zed to sign)	15C. DATE SIGNED 05-05-2020
	16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C)
	16C. DATE SIGNED

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001	<p>Email: (b)(6); (b)(7)(C)</p> <p>Contracting Officer: (b)(6); (b)(7)(C)</p> <p>Phone: 202-732 (b)(6);</p> <p>Email: (b)(6); (b)(7)(C)</p> <p>Contract Specialist: (b)(6); (b)(7)(C)</p> <p>Phone: 202-732 (b)(6);</p> <p>Email: (b)(6); (b)(7)(C)</p> <p>Vendor Point of Contact: (b)(6); (b)(7)(C)</p> <p>Phone: 561-999 (b)(6);</p> <p>Email: (b)(6); (b)(7)(C)</p> <p>There is no requisition associated with this modification.</p> <p>The purpose of modification P00005 to Indefinite-Delivery Indefinite-Quantity (IDIQ) contract 70CDCR20D00000003 is as follows:</p> <ol style="list-style-type: none"> The options to extend the contract (Option Period 2: 5/6/2020-6/5/2020; Option Period 3: 6/6/2020-7/5/2020; and Option Period 4: 7/6/2020-8/5/2020) are hereby exercised. Contract option line items 2001, 2002, 2003, 2004, 2005, 2006, 2007 are exercised. They have been consolidated to include Option Periods 2-4. The new Period of Performance for CLINs 2001-2007 is 5/6/2020-8/5/2020. Incorporate Wage Determination 2015-5291 Rev 14 effective as of 3/6/2020. Add travel CLIN 2008 for (b)(4) with Period of Performance 12/6/2020 to 8/5/2020 <p>Delivery Location Code: 000000 VARIOUS LOCATIONS</p> <p>Period of Performance: 12/06/2019 to 08/05/2020</p> <p>Change Item 2001 to read as follows (amount shown is the obligated amount):</p> <p>Option Period 2: Detention and Detention Related Services</p> <p>Guaranteed Minimum Bed Day Rate: (b)(4) under the minimum guarantee of 1350</p> <p>Obligated Amount: (b)(4)</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000003/P00005

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2002	<p>Change Item 2002 to read as follows (amount shown is the obligated amount):</p> <p>Option Period 2: Above Guaranteed Minimum: 1351-1800 Bed-Days Rate: (b)(4) Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				
2003	<p>Change Item 2003 to read as follows (amount shown is the obligated amount):</p> <p>Option Period 2: Transportation (Court & Medical) Rate: (b)(4) Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				
2004	<p>Change Item 2004 to read as follows (amount shown is the obligated amount):</p> <p>Option Period 2: Overtime Transportation (Court & Medical) Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				
2005	<p>Change Item 2005 to read as follows (amount shown is the obligated amount):</p> <p>Option Period 2: On Call Detention Services Rate: (b)(4) Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p>				
2006	<p>Change Item 2006 to read as follows (amount shown is the obligated amount):</p> <p>Option Period 2: Detainee Work Program Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000003/P00005

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5 7

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount (b)(4) Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 3004 to read as follows (amount shown is the obligated amount):				
3004	Option Period 3: Overtime Transportation (Court & Medical) Amount (b)(4) Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 3005 to read as follows (amount shown is the obligated amount):				(b)(4)
3005	Option Period 3: On Call Detention Services Rate: (b)(4) Amount (b)(4) Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 3006 to read as follows (amount shown is the obligated amount):				(b)(4)
3006	Option Period 3: Detainee Work Program Amount (b)(4) Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 3007 to read as follows (amount shown is the obligated amount):				(b)(4)
3007	Option Period 3: Fuel Amount (b)(4) Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 4001 to read as follows (amount shown is the obligated amount): Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000003/P00005

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6 7

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4001	Option Period 4: Detention and Detention Related Services Guaranteed Minimum Bed Day Rate: (b)(4) under the minimum guarantee of 1350 Amount (b)(4) (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 4002 to read as follows (amount shown is the obligated amount):				(b)(4)
4002	Option Period 4: Above Guaranteed Minimum: 1351-1800 Bed-Days Rate: (b)(4) Amount (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 4003 to read as follows (amount shown is the obligated amount):				(b)(4)
4003	Option Period 4: Transportation (Court & Medical) Rate: (b)(4) Amount (b)(4) (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 4004 to read as follows (amount shown is the obligated amount):				(b)(4)
4004	Option Period 4: Overtime Transportation (Court & Medical) Amount (b)(4) (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 4005 to read as follows (amount shown is the obligated amount):				(b)(4)
4005	Option Period 4: On Call Detention Services Rate (b)(4) Continued ...				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000003/P00005

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount (b)(4) Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 4006 to read as follows (amount shown is the obligated amount):				
4006	Option Period 4: Detainee Work Program Amount (b)(4) Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Change Item 4007 to read as follows (amount shown is the obligated amount):				(b)(4)
4007	Option Period 4: Fuel Amount (b)(4) Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				(b)(4)

ATTACHMENT 1
PERFORMANCE WORK STATEMENT
(PWS)

PERFORMANCE WORK STATEMENT

A. Introduction

This Performance Work Statement (PWS) sets forth the contract performance requirements for the provision of a detention facility that will serve as a hub for the San Antonio Field Office Criminal Alien Program. The Service Provider understands that a key goal of Immigration Detention Reform is to create a detention system that is not penal in nature and serves the needs of ICE to provide safe and secure conditions based on the individual characteristics of a diverse population including: threat to the community, risk of flight, type and status of immigration proceeding, community ties, medical and mental health issues.

B. Overview

Size and Location

The Service Provider shall operate a 1,800-bed adult male detention facility, with emergency surge capacity of up to approximately 1,900 beds, in Pearsall, Texas. The facility is located within 5 miles of Interstate-35 in Frio County, a 5 minute commute to hospital services, and a 90 minute commute to the San Antonio International Airport, an ICE/ERO Air Operations Unit-Approved airport. Frio County offers a number of transportation services to its residents including organized car or van-pooling and public bus transit through the Alamo Regional Transit Authority. The facility will be available within 30 days of contract award to begin performance for full operational capacity (approximately 1,800 beds). The Service Provider will notify the Contracting Officer once the facility is ready to begin accepting detainees.

Type of Facility

The facility shall house primarily house ICE-Detainees classified as level-1, level-2, and level-3 adult male and female detainees. Detainee housing consists of a total of 26 units including three Special Management Units (SMU). SMU-A is a 36 bed, single bunked cell unit; SMU-B and SMU-C are secure double-bunked cell units with 64 beds and 66 beds respectively that are primarily used for level-3 detainees. Additionally, there are 19 general population units primarily used for level-1 and level-2 detainees. These units vary in capacity from 60 to 100 beds each. Finally, there are 4 units varying in capacity from 9 to 49 beds that are principally used to accommodate detainees with special needs including "CAPS" who are held temporarily awaiting transfer. The facility has a 22-bed medical unit that is not included in the total bed count.

The South Texas Detention Complex will provide 1,800 general population beds, a 166-bed Special Management Unit, and a 22-bed healthcare unit.

The SHU (SMU-A) includes a Multipurpose Room within the unit, close access to additional interview and multipurpose spaces, and direct access to a secure exercise courtyard.

Nature of Population

The Service Provider will provide services to the detainee population in accordance with the 2011 ICE Performance Based National Detention Standards (PBNDS). The majority of the population assigned to this facility are between the ages of 18-40 and either do not speak English or do not speak English as their first language. The detainee population housed at this facility may include people with mental health and medical issues, those with no criminal history, and those with serious criminal histories. No minors will be housed at this facility.

Design Features

- The facility design, inclusive of the renovations/expansions, as approved by ICE on August 31, 2011, meets the governments current space and contract requirements, but is not consistent with all the space requirements/allocation as outlined in the agency's Contract Detention Facility Design Standards dated May 2007.
- Innovative designs, materials, and technology that will reduce construction and operating costs while promoting freedom of movement and the least restrictive detention environments appropriate to the population.
- Natural Ambient Light throughout the facility
- While this existing facility was not originally designed to Leadership in Energy and Environmental Design (LEED) Certification, many energy conservation components were included in the original design. Modifications and improvements have and will continue to be completed, consistent with Environmental considerations.
- Infrastructure capable of supporting the rapid expansion and subsequent contraction of at least 100 beds on short notice. These beds may be used for individuals, including families, requiring various levels of restriction and freedom of movement.
- Non-traditional, multi-purpose building concepts easily adapted to changing detainee security requirements, demographics, and population levels.
- Special Management Units (SMU), 166 beds for housing detainees according to custody classification level, with the flexibility to provide for fluctuations and the needs of the population consistent with a unit-management concept.
- Secure and non-secure housing areas that use soft construction techniques in a manner that allows for freedom of movement, while ensuring an appropriate level of privacy and security consistent with the characteristics of the population. These areas will emphasize community areas, cafeteria-style meal service, significant recreation opportunities, and a high degree of staff-detainee support and interaction. Satellite feeding of detainees in some or all of the secure areas may be needed in some circumstances.
- Enhanced but controlled freedom of detainee movement. Freedom of movement will be applicable to all ICE classification levels, although the manner and degree of implementation may vary based on security levels.
- A high-degree of facility staff-detainee interaction in order to address detainee grievances, housing issues and facility concerns.
- Both secure and non-secure areas should allow for single and group contact visitation in a setting appropriate for families and children.

- Both secure and non-secure areas should allow for rigorous outdoor recreation in natural settings.
- Both secure and non-secure areas should have easy access facilities specifically designed for religious services, social and educational programs.
- Innovative solutions to attorney and family visitation from remote areas or for attorneys and families unable to travel to the facility.
- Non-institutional detainee clothing and staff uniforms.
- All housing areas shall be within the same perimeter fence line. However, inner fences and divisions will be established to ensure staff and detainee safety, order, and reasonable segregation, according to innovative design principles.
- Multiple CCTV cameras shall be placed throughout the campus as necessary, including in all housing units and areas where detainees are authorized movement; all entry and exit points; dining halls; recreation, visitation, and parking areas; and the SMU, to ensure the safety of detainees and others.
- Courtroom and other areas for legal and administrative processing with capability for video teleconferencing, compliant with the requirements of the Executive Office for Immigration Review.
- An onsite 22-bed health care facility with capability for providing comprehensive medical, dental, and mental health services, including facilities to accommodate in-take assessment, classification, and discharge evaluation; multiple exam rooms sufficient to support the needs of the population; negative pressure rooms; other isolation and observation rooms, including suicide prevention, dry cells, triage area; and a full range of telemedicine services, as well as a convalescent stay unit. The contractor must provide the medical facility. ICE's Health Services Corps. (IHSC) will staff and operate the medical facility.

See Tab A Construction Drawings - attached

Medical Services

In accordance with ICE requirements, state-of-the-art healthcare facilities, properly sized and equipped for the intended population, will be provided for IHSC to staff and operate.

The medical facility shall be designed in accordance with the ICE Contractor-Owned, Contractor-Operated Health Services Design Standards dated March 11, 2005. (The minimum 22 beds for healthcare are not included in the total capacity, as detention standards require the facility maintain empty detention and/or residential beds for any detainee in the medical unit).

Detainee Uniforms

The Service Provider shall issue and exchange detainee clothing in accordance with the 2011 PBNDS on the Issuance and Exchange of Clothing. Detainees may be dressed in relaxed non-traditional clothing.

Staff Uniforms

The Service Provider shall provide non-traditional uniforms to its employees, such as kaki pants and polo shirts. The design and color of the Service Provider's uniforms shall not be similar to those worn by ICE officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty. Supervisory personnel should wear different color shirts to distinguish them from line staff. 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.

The complete uniform consists of seasonal attire that includes appropriate shirt, pants, belt (mandatory), cap (mandatory), jacket, shoes or boots (mandatory), duty belt, mini-mag flashlight and holder, handheld radio, and key-holder. The Service Provider shall ensure that each officer has a complete uniform while performing assignments under this Agreement.

Prior to the Agreement performance date, the Service Provider shall document to the Contracting Officer's Technical Representative (COTR) the uniform and equipment items that have been issued to each employee. The COTR shall have the right to approve or disapprove any uniform apparel.

C. Performance Outcomes

The Service Provider must comply with expected outcomes outlined in the 2011 PBNDS. The more restricted areas of the facility will be governed by the optimal performance levels articulated in the ICE PBNDS 2011, in their entirety and as may be amended, available at the following website: www.ice.gov/detention-standards/2011

D. Transportation

The Service Provider will provide the expanded routine transportation as outlined in the revised Statement of Objectives dated June 22, 2011 for a six month time period ending May 31, 2012. This cost includes full lease value for nineteen vehicles for the six month time period. In addition the Service Provider will continue to provide facility based transportation services (medical runs, court and JPATS) for the full term of the contract.

E. Staffing

The Service Provide will continue to program sufficient managerial, administrative, and security personnel to accept, supervise, and discharge detainees 24 hours per day, seven (7) days per week. A total of 17.8 additional facility staff will be employed in addition to the staff under the current contract. A total of 10 additional transportation staff will be employed in addition to the staff under the current contract. A staffing plan for the facility and transportation personnel is provided behind Tab B of this section.

Performance of this IDIQ requires that Contractor personnel meet the minimum security clearance of investigation requirements of Immigration and Customs Enforcement. All Contractor personnel shall be U.S. citizens or Lawful Permanent Resident (LPR). There shall be no exceptions to this policy.

See Tab B Staffing Pattern – attached

On-Call Detention Services

The Service Provider will utilize, when possible, on-duty security staff rather than using overtime staff. Utilizing in-house staff maximizes their effectiveness and is less expensive to ICE since no additional staff requires deployment. In the event there is not a sufficient number of staff at the facility, the Service Provider will deploy an officer to man a post on an overtime basis. In this case, the Service Provider will charge the On-Call Detention Services rate for those detention officers in accordance with the Pricing Section of the Contract.

Transportation Overtime

The Service Provider will provide the transportation services described above at a fixed rate as provided in the Pricing Section of the Contract. Overtime will be charged at an hourly rate of for Routine Transportation and for Facility-based Transportation for all hours above 40 per week.

TAB A
FACILITY IMPROVEMENT DRAWINGS



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ARCHITECTS AND ENGINEERS

DESIGN BUILDER

KEY PLAN

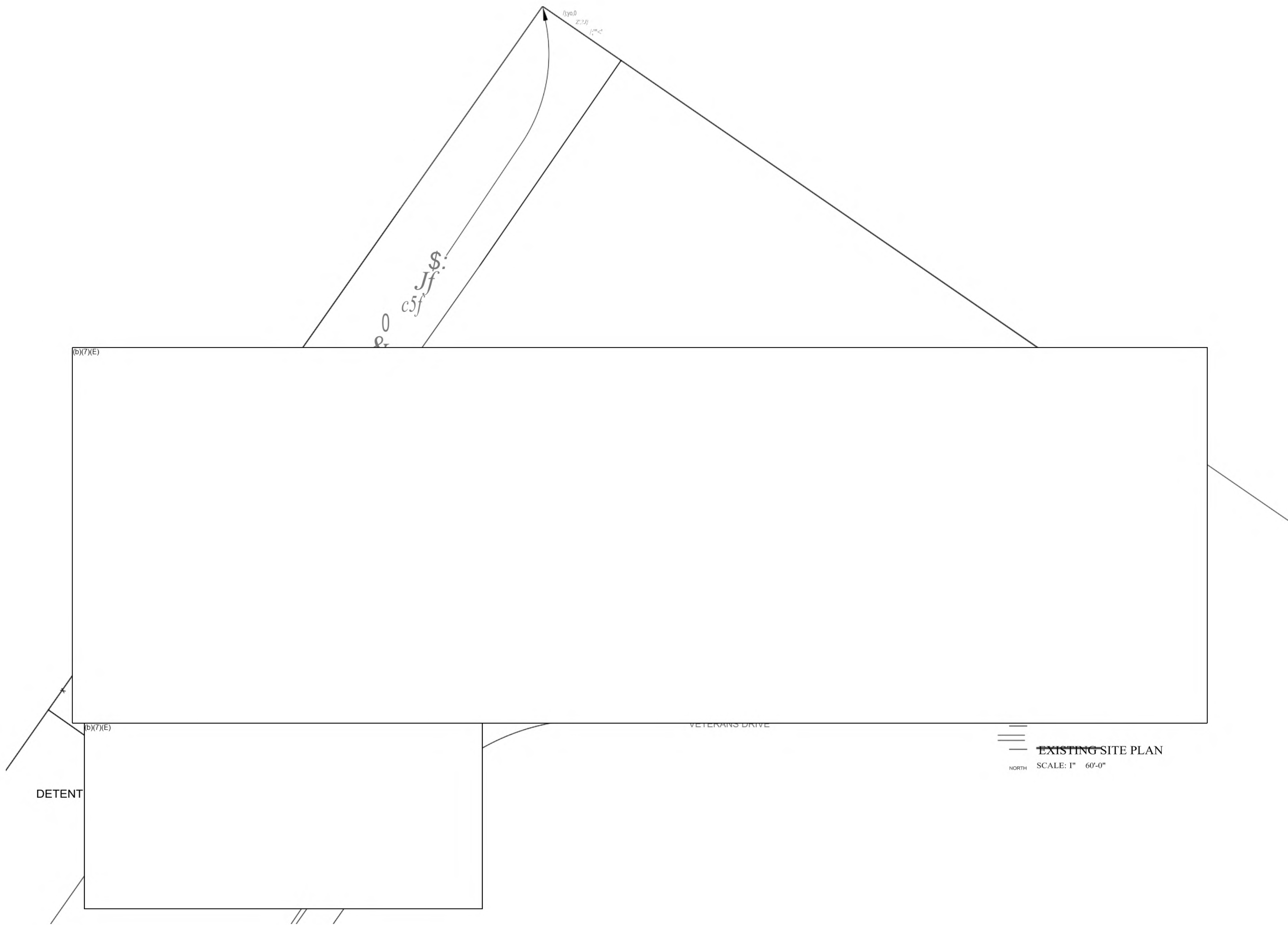
PROFESSIONAL SEALS

NO. ISSUE DESCRIPTION DATE

REVISION DESCRIPTION DATE

DRAWN BY: _____ REVIEWED BY: _____
 PROJECT NO. _____

SHEET TITLE
 EXISTING SITE PLAN



CEMENT

(b)(7)(E)

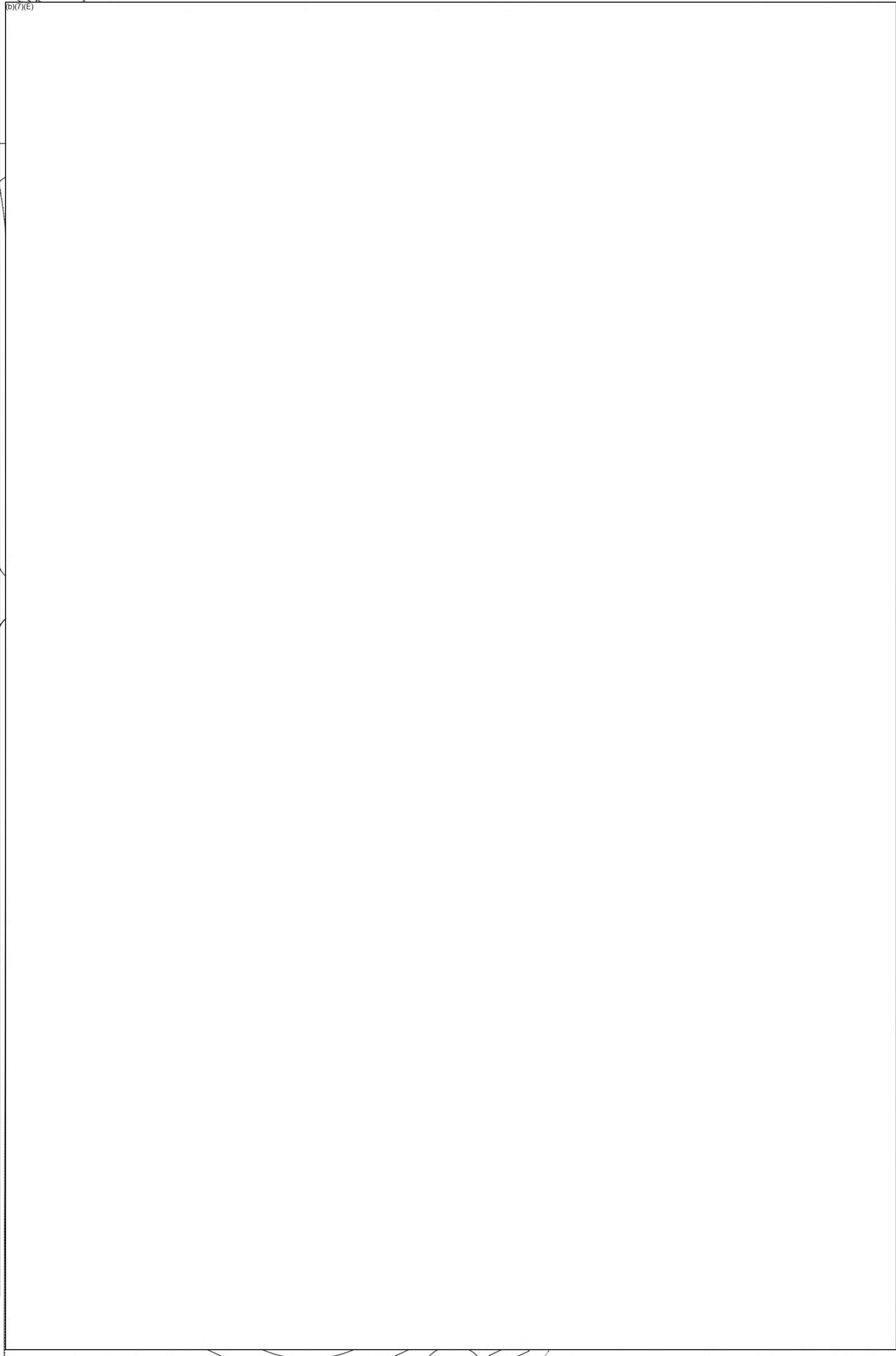
10/20/2011

- PRICE PROPOSAL DESIGN 10 0 N 3**
1. NEW OUTDOOR REC YARD
 2. ADD SECURITY DETECTION AND CAMERAS AT PERIMETER
 3. ADD NEW PUBLIC PARKING
 4. RENOVATE SHOWERS • INTAKE - 300 sq. ft.
 5. NEW CONSTRUCTION ICE OFFICE SPACE - 3,815 sq. ft.
 6. NEW SMALLER OUTDOOR REC YARD
 7. ADD INTERIOR SECURITY CAMERAS
 8. RENOVATE ADD VCT • DAYROOM FLOORS - 124,000 sq. ft.
 9. RENOVATE ADD SPORTS FLOOR • REC YARDS - 20,000 sq. ft.
 10. REPLACE GAME TABLES • DAYROOMS
 11. NEW BUS PARKING
 12. ENLARGE DETENTION PONDS

SOUTH TEXAS DETENTION COMPLEX
 1200 VERILANS DRIVE
 PEARSBALL, TEXAS 7806
 DEPARTMENT OF
 HOMELAND SECURITY
 BUREAU OF PRISON AND
 CORRECTIONS



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PROPERTY LINE

NO. 1	DATE	DESCRIPTION
1	10/20/2011	ISSUED FOR PERMITS
2	10/20/2011	ISSUED FOR PERMITS
3	10/20/2011	ISSUED FOR PERMITS
4	10/20/2011	ISSUED FOR PERMITS
5	10/20/2011	ISSUED FOR PERMITS
6	10/20/2011	ISSUED FOR PERMITS
7	10/20/2011	ISSUED FOR PERMITS
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42	10/20/2011	ISSUED FOR PERMITS
43	10/20/2011	ISSUED FOR PERMITS
44	10/20/2011	ISSUED FOR PERMITS
45	10/20/2011	ISSUED FOR PERMITS
46	10/20/2011	ISSUED FOR PERMITS
47	10/20/2011	ISSUED FOR PERMITS
48	10/20/2011	ISSUED FOR PERMITS
49	10/20/2011	ISSUED FOR PERMITS
50	10/20/2011	ISSUED FOR PERMITS
51	10/20/2011	ISSUED FOR PERMITS
52	10/20/2011	ISSUED FOR PERMITS
53	10/20/2011	ISSUED FOR PERMITS
54	10/20/2011	ISSUED FOR PERMITS
55	10/20/2011	ISSUED FOR PERMITS
56	10/20/2011	ISSUED FOR PERMITS
57	10/20/2011	ISSUED FOR PERMITS
58	10/20/2011	ISSUED FOR PERMITS
59	10/20/2011	ISSUED FOR PERMITS
60	10/20/2011	ISSUED FOR PERMITS
61	10/20/2011	ISSUED FOR PERMITS
62	10/20/2011	ISSUED FOR PERMITS
63	10/20/2011	ISSUED FOR PERMITS
64	10/20/2011	ISSUED FOR PERMITS
65	10/20/2011	ISSUED FOR PERMITS
66	10/20/2011	ISSUED FOR PERMITS
67	10/20/2011	ISSUED FOR PERMITS
68	10/20/2011	ISSUED FOR PERMITS
69	10/20/2011	ISSUED FOR PERMITS
70	10/20/2011	ISSUED FOR PERMITS
71	10/20/2011	ISSUED FOR PERMITS
72	10/20/2011	ISSUED FOR PERMITS
73	10/20/2011	ISSUED FOR PERMITS
74	10/20/2011	ISSUED FOR PERMITS
75	10/20/2011	ISSUED FOR PERMITS
76	10/20/2011	ISSUED FOR PERMITS
77	10/20/2011	ISSUED FOR PERMITS
78	10/20/2011	ISSUED FOR PERMITS
79	10/20/2011	ISSUED FOR PERMITS
80	10/20/2011	ISSUED FOR PERMITS
81	10/20/2011	ISSUED FOR PERMITS
82	10/20/2011	ISSUED FOR PERMITS
83	10/20/2011	ISSUED FOR PERMITS
84	10/20/2011	ISSUED FOR PERMITS
85	10/20/2011	ISSUED FOR PERMITS
86	10/20/2011	ISSUED FOR PERMITS
87	10/20/2011	ISSUED FOR PERMITS
88	10/20/2011	ISSUED FOR PERMITS
89	10/20/2011	ISSUED FOR PERMITS
90	10/20/2011	ISSUED FOR PERMITS
91	10/20/2011	ISSUED FOR PERMITS
92	10/20/2011	ISSUED FOR PERMITS
93	10/20/2011	ISSUED FOR PERMITS
94	10/20/2011	ISSUED FOR PERMITS
95	10/20/2011	ISSUED FOR PERMITS
96	10/20/2011	ISSUED FOR PERMITS
97	10/20/2011	ISSUED FOR PERMITS
98	10/20/2011	ISSUED FOR PERMITS
99	10/20/2011	ISSUED FOR PERMITS
100	10/20/2011	ISSUED FOR PERMITS

2B

PRICE PROPOSAL DESIGN OPTION "B"

(b)(7)(E)

PROJECT TITLE/LOCATION
SOUTH TEXAS
DETENTION
COMPLEX
1203 VETERANS DRIVE
PEARS ALL, TEXAS 78061
DEPARTMENT OF
HOMELAND SECURITY
IMMIGRATION AND
CUSTOMS ENFORCEMENT
DEVELOPER/OPERATOR
GEO
THE GEO GROUP, INC.
6100 PARK PLACE, SUITE 700
601 NORTH HWY. EST. 5144 Street
BOCA RATON, FLORIDA 33487

(b)(7)(E)

(b)(4); (b)(7)(E)

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Architect's and Engineer's

DESIGN-BUILD

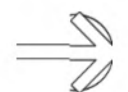
KEY #

PROFESSIONAL SEALS

NO.	REVISION DESCRIPTION	DATE
1	REVISION OF ICE OFFICE SPACE	9-13-2011
2	REVISION OF ICE OFFICE SPACE	11-3-2011

NO.	REVISION DESCRIPTION	DATE
1		
2		

NORTH



ENLARGED FLOOR
PLAN OPTION "B"

SCALE: 1/8" = 1'-0"

DRAWN BY: _____ REVIEWED BY PROJECT NO: _____

SHEET TITLE:
FACILITY PLAN OPTION "B"

PROJECT NO: _____ SCALE: 1/8" = 1'-0" SHEET NO: _____
SHEET NUMBER: _____

A-3B

TAB B
STDC STAFFING PLANS

The GEO Group, Inc.
PEARSALL, TEXAS - FINAL NOVEMBER 16, 2011 PRICING
SOUTH TEXAS DETENTION CENTER

ALTERNATIVE #2 75% Guarantee (CURRENT STAFFING PLAN)

Wage Determination 2005-2519 Rev. #13 Dated 06/13/2011

CBA (SPFPA) Dated 06/01/2011

Executive Office

Non-Wage Determination	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Facility Administrator	1.00				1.00	1.00
Assistant Facility Administrator Support Services	1.00				1.00	1.00
Assistant Facility Administrator Operations	1.00				1.00	1.00
Assistant Facility Administrator Detainee Services	1.00				1.00	1.00
Fire & Safety Manager (Lt)	1.00				1.00	1.00
HR Generalist	1.00				1.00	1.00
Compliance Administrator	1.00				1.00	1.00
Training Administrator (Lt)	1.00				1.00	1.00

Wage Determination

Administrative Assistant-Secretary III-01313	1.00				1.00	1.00
Assistant Compliance Coordinator-Gen Clerk III-01113	1.00				1.00	1.00
Quality Control Clerk-General Clerk III-01113	1.00				1.00	1.00
HR Specialist-Personnel Assistant III-01263	1.00				1.00	1.00
HR Assistant-Personnel Assistant II-01262	1.00				1.00	1.00
Training Clerk-General Clerk II-01112	1.00				1.00	1.00

CBA

Hearing / Grievance Officer-CBA	2.00				1.00	2.00
Sub Total	16.00	0.00	0.00	0.00		16.00

Business

Non-Wage Determination	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
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Assistant Business Manager	1.00				1.00	1.00
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Wage Determination

Accounting Manager-Accounting Clerk III-01013	1.00				1.00	1.00
Detainee Trust Fund Clerk-Accounting Clerk II-01012	2.00				1.00	2.00
Payroll Clerk-General Clerk III-01113	2.00				1.00	2.00
MIS Specialist-Personal Comp. Sup. Tech.-14160	1.00				1.00	1.00
Detainee Records Clerk-General Clerk II-01112	3.00				1.00	3.00
Receptionist-01280	1.00				1.00	1.00
Laundry Supervisor	1.00				1.60	1.60

CBA

Mailroom Officer-CBA	2.00				1.00	2.00
Laundry Officers-CBA		1.00	2.00		1.60	4.80
Commissary Officer-CBA	1.00				1.00	1.00

Sub Total	15.00	1.00	2.00	0.00		20.40
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Maintenance

Non-Wage Determination	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Manager - Facility Maintenance	1.00				1.00	1.00

Wage Determination

Maintenance Technician Officers-27040	6.00				1.00	6.00
Maintenance Clerk-General Clerk II-01112	1.00				1.00	1.00

Sub Total	8.00	0.00	0.00	0.00		8.00
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Food Service

Non-Wage Determination	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Food Service Manager	1.00				1.00	1.00
Wage Determination						
Food Service Production Supervisor	2.00				1.20	2.40
Food Service Officers-27040		3.00	4.00	4.00	1.60	17.60
Food Service Clerk-01013	1.00				1.00	1.00
Sub-Total	4.00	3.00	4.00	4.00		22.00

Chaplaincy and Recreation

Non-Wage Determination	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Chaplain	1.00				1.00	1.00

Wage Determination

Recreation Officers-27040	3.00				1.00	3.00
Special Housing Unit Counselor/Officer-27040	1.00				1.00	1.00
Sub Total	5.00	0.00	0.00	0.00		5.00

Security Supervisors

Non-Wage Determination	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Chief of Security (Major)	(b)(7)(E)					
Intake Chief (Major)						
Administrative Captain						
Detainee Services Captain						
Shift Supervisor-Lieutenants (average (b)(7) staff)						
Bailiff Lieutenant						

Wage Determination

Assistant Shift Supervisors-Sergeants	(b)(7)(E)					
Assistant Shift Supervisors-Sergeants-Intake						
Sub-Total						

Detention Officers / Bailiffs (CBA)

NonShift Shift 1 Shift 2 Shift 3 Relief FTE

CBA

Master Control		(b)(7)(E)
Segregation Control		
Segregation Unit (SMU A)		
Cellhouse Unit (SMU B)		
Cellhouse Unit (SMU C)		
Medical Housing Isolation Unit		
Medical Housing Unit		
Medical Rover		
Perimeter		
Visitation		
Bailiff		
Entrance Officer		
Rover/Escort Officer		
CAP Intake		
Classification		
Intake Officer		
Housing - DA 100 beds		
Housing - DB 100 beds		
Housing - DC 100 beds		
Housing - DD 100 beds		
Housing - DE 64 beds		
Housing - DF 64 beds		
Housing - DG 64 beds		
Housing - DH 64 beds		
Housing - DJ 100 beds		
Housing - DK 100 beds		
Housing - DL 100 beds		
Housing - DM 100 beds		
Housing - DN 100 beds		
Housing - DP 64 beds		
Housing - DQ 64 beds		
Housing - FA 100 beds		
Housing - FB 100 beds		
Housing - FC 9 beds		
Housing - FD 100 beds		
Housing - FE 60 beds		
Housing - FF 19 beds		
Housing - JA 49 beds		
Property		
Law Library		
Kitchen		
Supply		
Back Gate		
Barbershop		
Commissary		
Asylum Interview		
Armory/Key Control		
Sub-Total		

SUMMARY

	NonShift	Shift 1	Shift 2	Shift 3	Relief	FTE
Executive Office	16.00	0.00	0.00	0.00		16.00
Business	15.00	1.00	2.00	0.00		20.40
Maintenance	8.00	0.00	0.00	0.00		8.00
Health Care	0.00	0.00	0.00	0.00		0.00
Non-Educational Programs	0.00	0.00	0.00	0.00		0.00
Chaplaincy and Recreation	5.00	0.00	0.00	0.00		5.00
TC Program	0.00	0.00	0.00	0.00		0.00
Food Service	4.00	3.00	4.00	4.00		22.00
Security Supervisors	(b)(7)(E)					
Detention Officers / Bailiffs (CBA)						
TOTAL STAFF						

**The GEO GROUP, INC
SOUTH TEXAS DETENTION CENTER**

1800 INMATES @ PEARSALL, FRIO COUNTY, TEXAS

**FINAL ROUTINE TRANSPORTATION
STDC Transportation Pricing for 11-08-11 Requirements
CBA (SPFPA) Dated 06/01/2011**

Transportation Officers (per CBA dated 06/01/11)

	Non Shift	Shift1	Shift 2	Shift 3	Relief	FTE
5 DAY POSTS Transportation Officers - (b)(7)(E) per Team	(b)(7)(E)					
Correctional Officer Sub-Total						

SUMMARY

	Non Shift	Shift1	Shift 2	Shift 3	Relief	FTE
Transportation Officers	(b)(7)(E)					
Total Staff						

The GEO GROUP, INC
SOUTH TEXAS DETENTION CENTER

1800 INMATES @ PEARSALL, FRIO COUNTY, TEXAS

FINAL YEAR 1 - STDC Facility Movements (JPATS, Medical, Court)
 STDC Transportation Pricing for 11-08-11 Requirements
 CBA (SPFPA) Dated 06/01/2011

Security Supervisors

	Non Shift	Shift1	Shift 2	Shift 3	Relief	FTE
SALARY						
Transportation Manager	(b)(7)(E)					
Transportation Supervisor						
HOURLY						
Fleet Technician (05190)	1.00				1.00	1.00
Dispatcher (01060)	1.00				1.00	1.00
Transportation Clerk (Gen. Clerk II)	2.00				1.00	2.00
Security Admin Sub-Total	(b)(7)(E)					

Transportation Officers (per CBA dated 06/01/11)

	Non Shift	Shift1	Shift 2	Shift 3	Relief	FTE
5 DAY POSTS						
Transportation Officers (b)(7)(E) per Team	(b)(7)(E)					
7 DAY POSTS						
Transportation Officers - Medical						
Correctional Officer Sub-Total						

SUMMARY

	Non Shift	Shift1	Shift 2	Shift 3	Relief	FTE
Security Supervisors	(b)(7)(E)					
Transportation Officers						
Total Staff						

Attachment 2

Deliverables and Performance

Attachment 2 – Deliverables and Performance Standards

TASK	PERFORMANCE STANDARD	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	ACCEPTANCE CRITERIA
Detention Services minimum 1,800 Detainees per day (per B.1)	Services provided in accordance with Performance Work Statement	<ul style="list-style-type: none"> - COTR observation • COTR reviews in accordance with quality assurance surveillance plan • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs 	Performance fully complies with all elements of standard at a level no less than acceptable	Any Contract Discrepancy Report that cites contract deficiencies that are not corrected in 1 day may result in a reduction up to 20% of the monthly invoice for this CLIN. The CO will determine when there is full compliance with the contract.
Transportation Services (per B.2)	Services provided in accordance with Performance Work Statement	<ul style="list-style-type: none"> - COTR observation • COTR reviews in accordance with quality assurance surveillance plan • Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard • Monthly review of corrective action plan results • Ad-hoc reviews as needed • CDRs 	Performance fully complies with all elements of standard at a level no less than acceptable	Any Contract Discrepancy Report that cites contract deficiencies that are not corrected in 1 day may result in a reduction up to 20% of the monthly invoice for this CLIN. The CO will determine when there is full compliance with the contract.
On Call Guard Services (per B.3)	Services provided in accordance with Performance Work Statement	<ul style="list-style-type: none"> - COTR observation • COTR reviews in accordance with quality assurance surveillance 	Performance fully complies with all elements of standard at a level no less than	Any Contract Discrepancy Report that cites contract deficiencies that are not corrected in 1

TASK	PERFORMANCE STANDARD	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	ACCEPTANCE CRITERIA
		<p>plan</p> <p>Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard</p> <p>Monthly review of corrective action plan results</p> <ul style="list-style-type: none"> ● Ad-hoc reviews as needed ● CDRs 	acceptable	day may result in a reduction up to 15% of the monthly invoice for this CLIN. The CO will determine when there is full compliance with the contract.
Monthly Status Report (per IV. E.)	Accurate and timely provided per paragraph IV. E by the 5 th working day of the month following the month being reported to the COTR	<ul style="list-style-type: none"> ● COTR observation ● COTR reviews in accordance with quality assurance surveillance plan ● Annual review of facility using Detention Management Control Program (DMCP) procedures and based upon the performance standard ● Monthly review of corrective action plan results ● Ad-hoc reviews as needed ● CDRs 	Performance fully complies with all elements of standard at a level no less than acceptable	Complete and detailed status of monthly activities; error free; and delivered by due date or may result in a reduction up to 5% of the monthly invoice for this CLIN.

QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION

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

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

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

2. DEFINITIONS

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

Functional Area: A logical grouping of performance standards.

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

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

Measures: The method for evaluating compliance with the standards.

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

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

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

4. QUALITY CONTROL PLAN

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

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

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

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

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

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

5. METHODS OF SURVEILLANCE

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

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

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

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

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

7. FAILURE TO MEET PERFORMANCE STANDARDS

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

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

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

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

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

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

8. NOTIFICATIONS

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

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

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

9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

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

10. ATTACHMENTS

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

Attachment A – Performance Requirements Summary

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

Attachment A – Performance Requirements Summary

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

Attachment B – Contract Discrepancy Report

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

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

|

|

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| Wage Determination No.: 2015-5291

Daniel W. Simms Division of | Revision No.: 13

Director Wage Determinations | Date Of Last Revision: 07/16/2019

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas County of Frio

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.86

01012 - Accounting Clerk II	15.56
01013 - Accounting Clerk III	17.41
01020 - Administrative Assistant	21.69
01035 - Court Reporter	16.67
01041 - Customer Service Representative I	11.69
01042 - Customer Service Representative II	13.14
01043 - Customer Service Representative III	14.34
01051 - Data Entry Operator I	12.34
01052 - Data Entry Operator II	13.46
01060 - Dispatcher Motor Vehicle	16.89
01070 - Document Preparation Clerk	13.18
01090 - Duplicating Machine Operator	13.18
01111 - General Clerk I	12.73
01112 - General Clerk II	13.90
01113 - General Clerk III	15.60
01120 - Housing Referral Assistant	18.58
01141 - Messenger Courier	11.98
01191 - Order Clerk I	14.20
01192 - Order Clerk II	15.51
01261 - Personnel Assistant (Employment) I	15.06
01262 - Personnel Assistant (Employment) II	16.85
01263 - Personnel Assistant (Employment) III	18.79
01270 - Production Control Clerk	19.27
01290 - Rental Clerk	13.77
01300 - Scheduler Maintenance	14.90
01311 - Secretary I	14.90
01312 - Secretary II	16.67
01313 - Secretary III	18.58
01320 - Service Order Dispatcher	15.10
01410 - Supply Technician	21.69
01420 - Survey Worker	14.74
01460 - Switchboard Operator/Receptionist	13.03
01531 - Travel Clerk I	13.18
01532 - Travel Clerk II	14.00
01533 - Travel Clerk III	14.49
01611 - Word Processor I	12.91
01612 - Word Processor II	14.50
01613 - Word Processor III	16.21
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	19.08
05010 - Automotive Electrician	19.28

05040 - Automotive Glass Installer	18.03
05070 - Automotive Worker	18.03
05110 - Mobile Equipment Servicer	15.55
05130 - Motor Equipment Metal Mechanic	20.44
05160 - Motor Equipment Metal Worker	18.03
05190 - Motor Vehicle Mechanic	20.44
05220 - Motor Vehicle Mechanic Helper	14.31
05250 - Motor Vehicle Upholstery Worker	16.78
05280 - Motor Vehicle Wrecker	18.03
05310 - Painter Automotive	19.28
05340 - Radiator Repair Specialist	18.03
05370 - Tire Repairer	13.86
05400 - Transmission Repair Specialist	20.44
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.36
07041 - Cook I	10.67
07042 - Cook II	12.37
07070 - Dishwasher	8.99
07130 - Food Service Worker	9.97
07210 - Meat Cutter	15.01
07260 - Waiter/Waitress	9.05
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.32
09040 - Furniture Handler	12.04
09080 - Furniture Refinisher	19.59
09090 - Furniture Refinisher Helper	14.57
09110 - Furniture Repairer Minor	17.07
09130 - Upholsterer	19.59
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.38
11060 - Elevator Operator	10.30
11090 - Gardener	16.26
11122 - Housekeeping Aide	10.30
11150 - Janitor	10.30
11210 - Laborer Grounds Maintenance	12.37
11240 - Maid or Houseman	9.78
11260 - Pruner	11.08
11270 - Tractor Operator	14.97
11330 - Trail Maintenance Worker	12.37
11360 - Window Cleaner	11.50
12000 - Health Occupations	

12010 - Ambulance Driver	17.28
12011 - Breath Alcohol Technician	19.55
12012 - Certified Occupational Therapist Assistant	31.35
12015 - Certified Physical Therapist Assistant	30.60
12020 - Dental Assistant	16.37
12025 - Dental Hygienist	40.65
12030 - EKG Technician	27.71
12035 - Electroneurodiagnostic Technologist	27.71
12040 - Emergency Medical Technician	17.28
12071 - Licensed Practical Nurse I	17.48
12072 - Licensed Practical Nurse II	19.55
12073 - Licensed Practical Nurse III	21.80
12100 - Medical Assistant	13.85
12130 - Medical Laboratory Technician	20.44
12160 - Medical Record Clerk	14.65
12190 - Medical Record Technician	16.39
12195 - Medical Transcriptionist	17.32
12210 - Nuclear Medicine Technologist	42.97
12221 - Nursing Assistant I	11.61
12222 - Nursing Assistant II	13.05
12223 - Nursing Assistant III	14.24
12224 - Nursing Assistant IV	15.99
12235 - Optical Dispenser	15.79
12236 - Optical Technician	25.52
12250 - Pharmacy Technician	17.23
12280 - Phlebotomist	17.27
12305 - Radiologic Technologist	26.41
12311 - Registered Nurse I	25.88
12312 - Registered Nurse II	31.68
12313 - Registered Nurse II Specialist	31.68
12314 - Registered Nurse III	38.30
12315 - Registered Nurse III Anesthetist	38.30
12316 - Registered Nurse IV	45.94
12317 - Scheduler (Drug and Alcohol Testing)	24.22
12320 - Substance Abuse Treatment Counselor	20.90
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.38
13012 - Exhibits Specialist II	21.54
13013 - Exhibits Specialist III	26.37
13041 - Illustrator I	17.38
13042 - Illustrator II	21.54

13043 - Illustrator III		26.37
13047 - Librarian		23.88
13050 - Library Aide/Clerk		18.30
13054 - Library Information Technology Systems Administrator		21.54
13058 - Library Technician		13.22
13061 - Media Specialist I		15.54
13062 - Media Specialist II		17.38
13063 - Media Specialist III		19.39
13071 - Photographer I		14.87
13072 - Photographer II		16.64
13073 - Photographer III		20.61
13074 - Photographer IV		25.20
13075 - Photographer V		30.50
13090 - Technical Order Library Clerk		15.80
13110 - Video Teleconference Technician		15.65
14000 - Information Technology Occupations		
14041 - Computer Operator I		13.62
14042 - Computer Operator II		15.24
14043 - Computer Operator III		17.03
14044 - Computer Operator IV		19.00
14045 - Computer Operator V		21.10
14071 - Computer Programmer I	(see 1)	20.83
14072 - Computer Programmer II	(see 1)	25.80
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		13.62
14160 - Personal Computer Support Technician		19.00
14170 - System Support Specialist		22.88
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.51
15020 - Aircrew Training Devices Instructor (Rated)		34.51
15030 - Air Crew Training Devices Instructor (Pilot)		41.36
15050 - Computer Based Training Specialist / Instructor		28.51
15060 - Educational Technologist		31.90
15070 - Flight Instructor (Pilot)		41.36
15080 - Graphic Artist		19.83
15085 - Maintenance Test Pilot Fixed Jet/Prop		41.36

15086 - Maintenance Test Pilot Rotary Wing	41.36
15088 - Non-Maintenance Test/Co-Pilot	41.36
15090 - Technical Instructor	19.50
15095 - Technical Instructor/Course Developer	23.62
15110 - Test Proctor	14.20
15120 - Tutor	14.20
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.51
16030 - Counter Attendant	9.51
16040 - Dry Cleaner	11.55
16070 - Finisher Flatwork Machine	9.51
16090 - Presser Hand	9.51
16110 - Presser Machine Drycleaning	9.51
16130 - Presser Machine Shirts	9.51
16160 - Presser Machine Wearing Apparel Laundry	9.51
16190 - Sewing Machine Operator	12.20
16220 - Tailor	12.79
16250 - Washer Machine	10.31
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.84
19040 - Tool And Die Maker	25.71
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.88
21030 - Material Coordinator	19.27
21040 - Material Expediter	19.27
21050 - Material Handling Laborer	13.21
21071 - Order Filler	11.75
21080 - Production Line Worker (Food Processing)	14.88
21110 - Shipping Packer	13.85
21130 - Shipping/Receiving Clerk	13.85
21140 - Store Worker I	11.40
21150 - Stock Clerk	15.89
21210 - Tools And Parts Attendant	14.88
21410 - Warehouse Specialist	14.88
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.91
23019 - Aircraft Logs and Records Technician	18.62
23021 - Aircraft Mechanic I	22.69
23022 - Aircraft Mechanic II	23.91
23023 - Aircraft Mechanic III	25.15
23040 - Aircraft Mechanic Helper	15.89

23050 - Aircraft Painter	21.40
23060 - Aircraft Servicer	18.62
23070 - Aircraft Survival Flight Equipment Technician	21.40
23080 - Aircraft Worker	20.01
23091 - Aircrew Life Support Equipment (ALSE) Mechanic	20.01
I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	22.69
II	
23110 - Appliance Mechanic	18.87
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	28.48
23130 - Carpenter Maintenance	16.74
23140 - Carpet Layer	18.94
23160 - Electrician Maintenance	22.51
23181 - Electronics Technician Maintenance I	20.37
23182 - Electronics Technician Maintenance II	23.42
23183 - Electronics Technician Maintenance III	27.84
23260 - Fabric Worker	17.62
23290 - Fire Alarm System Mechanic	20.17
23310 - Fire Extinguisher Repairer	16.33
23311 - Fuel Distribution System Mechanic	18.21
23312 - Fuel Distribution System Operator	13.85
23370 - General Maintenance Worker	15.31
23380 - Ground Support Equipment Mechanic	22.69
23381 - Ground Support Equipment Servicer	18.62
23382 - Ground Support Equipment Worker	20.01
23391 - Gunsmith I	16.33
23392 - Gunsmith II	18.94
23393 - Gunsmith III	21.47
23410 - Heating Ventilation And Air-Conditioning Mechanic	16.41
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	17.25
23430 - Heavy Equipment Mechanic	23.25
23440 - Heavy Equipment Operator	17.69
23460 - Instrument Mechanic	21.47
23465 - Laboratory/Shelter Mechanic	20.25
23470 - Laborer	13.11
23510 - Locksmith	19.77
23530 - Machinery Maintenance Mechanic	23.06
23550 - Machinist Maintenance	20.31

23580 - Maintenance Trades Helper	13.77
23591 - Metrology Technician I	21.47
23592 - Metrology Technician II	22.63
23593 - Metrology Technician III	23.80
23640 - Millwright	20.33
23710 - Office Appliance Repairer	19.32
23760 - Painter Maintenance	17.87
23790 - Pipefitter Maintenance	21.31
23810 - Plumber Maintenance	20.74
23820 - Pneudraulic Systems Mechanic	21.47
23850 - Rigger	21.47
23870 - Scale Mechanic	18.94
23890 - Sheet-Metal Worker Maintenance	18.80
23910 - Small Engine Mechanic	16.23
23931 - Telecommunications Mechanic I	23.90
23932 - Telecommunications Mechanic II	25.19
23950 - Telephone Lineman	22.25
23960 - Welder Combination Maintenance	18.48
23965 - Well Driller	18.06
23970 - Woodcraft Worker	21.47
23980 - Woodworker	15.94
24000 - Personal Needs Occupations	
24550 - Case Manager	12.27
24570 - Child Care Attendant	9.46
24580 - Child Care Center Clerk	11.80
24610 - Chore Aide	9.37
24620 - Family Readiness And Support Services Coordinator	12.27
24630 - Homemaker	12.27
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.55
25040 - Sewage Plant Operator	17.60
25070 - Stationary Engineer	22.55
25190 - Ventilation Equipment Tender	15.80
25210 - Water Treatment Plant Operator	17.60
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.41
27007 - Baggage Inspector	13.59
27008 - Corrections Officer	18.80
27010 - Court Security Officer	18.26
27030 - Detection Dog Handler	15.21

27040 - Detention Officer	18.80
27070 - Firefighter	17.58
27101 - Guard I	13.59
27102 - Guard II	15.21
27131 - Police Officer I	21.86
27132 - Police Officer II	24.29
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.74
28042 - Carnival Equipment Repairer	13.85
28043 - Carnival Worker	9.45
28210 - Gate Attendant/Gate Tender	12.83
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.35
28510 - Recreation Aide/Health Facility Attendant	10.47
28515 - Recreation Specialist	17.50
28630 - Sports Official	11.43
28690 - Swimming Pool Operator	16.05
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.23
29020 - Hatch Tender	20.23
29030 - Line Handler	20.23
29041 - Stevedore I	19.65
29042 - Stevedore II	22.09
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	44.44
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	30.64
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	33.75
30021 - Archeological Technician I	17.95
30022 - Archeological Technician II	20.08
30023 - Archeological Technician III	24.87
30030 - Cartographic Technician	24.87
30040 - Civil Engineering Technician	18.63
30051 - Cryogenic Technician I	27.55
30052 - Cryogenic Technician II	30.42
30061 - Drafter/CAD Operator I	17.95
30062 - Drafter/CAD Operator II	20.08
30063 - Drafter/CAD Operator III	22.39
30064 - Drafter/CAD Operator IV	27.24
30081 - Engineering Technician I	16.31
30082 - Engineering Technician II	18.34
30083 - Engineering Technician III	20.47

30084 - Engineering Technician IV	25.40
30085 - Engineering Technician V	31.02
30086 - Engineering Technician VI	37.53
30090 - Environmental Technician	23.75
30095 - Evidence Control Specialist	24.87
30210 - Laboratory Technician	20.73
30221 - Latent Fingerprint Technician I	27.55
30222 - Latent Fingerprint Technician II	30.42
30240 - Mathematical Technician	24.87
30361 - Paralegal/Legal Assistant I	17.49
30362 - Paralegal/Legal Assistant II	21.66
30363 - Paralegal/Legal Assistant III	26.50
30364 - Paralegal/Legal Assistant IV	32.06
30375 - Petroleum Supply Specialist	30.42
30390 - Photo-Optics Technician	21.27
30395 - Radiation Control Technician	30.42
30461 - Technical Writer I	24.87
30462 - Technical Writer II	30.42
30463 - Technical Writer III	36.54
30491 - Unexploded Ordnance (UXO) Technician I	28.24
30492 - Unexploded Ordnance (UXO) Technician II	34.17
30493 - Unexploded Ordnance (UXO) Technician III	40.96
30494 - Unexploded (UXO) Safety Escort	28.24
30495 - Unexploded (UXO) Sweep Personnel	28.24
30501 - Weather Forecaster I	27.55
30502 - Weather Forecaster II	33.51
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 22.39
30621 - Weather Observer Senior	(see 2) 24.87
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.17
31020 - Bus Aide	10.26
31030 - Bus Driver	15.05
31043 - Driver Courier	13.04
31260 - Parking and Lot Attendant	11.13
31290 - Shuttle Bus Driver	14.16
31310 - Taxi Driver	11.80
31361 - Truckdriver Light	14.16
31362 - Truckdriver Medium	15.27
31363 - Truckdriver Heavy	18.94
31364 - Truckdriver Tractor-Trailer	18.94

99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.66
99030 - Cashier	9.90
99050 - Desk Clerk	9.35
99095 - Embalmer	30.45
99130 - Flight Follower	28.24
99251 - Laboratory Animal Caretaker I	15.08
99252 - Laboratory Animal Caretaker II	15.83
99260 - Marketing Analyst	33.05
99310 - Mortician	30.45
99410 - Pest Controller	21.22
99510 - Photofinishing Worker	14.84
99710 - Recycling Laborer	16.90
99711 - Recycling Specialist	20.19
99730 - Refuse Collector	16.10
99810 - Sales Clerk	11.25
99820 - School Crossing Guard	12.73
99830 - Survey Party Chief	25.28
99831 - Surveying Aide	17.18
99832 - Surveying Technician	21.14
99840 - Vending Machine Attendant	15.68
99841 - Vending Machine Repairer	17.78
99842 - Vending Machine Repairer Helper	15.68

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill

injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

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

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

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

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

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

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Pursuant to the requirements of the Competition in Contracting Act (CICA) as implemented by the Federal Acquisition Regulation (FAR) in accordance with the requirements of FAR 6.303-1. The justification for the use of the statutory authority under FAR Subpart 6.3 is based on the following facts and rationale required under FAR 6.303-2 as follows:

1. Agency and Contracting Activity.

The Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE), Office of Acquisition Management (OAQ), proposes to enter into three (3) extensions on behalf of Enforcement and Removal Operations (ERO) on a basis of other than full and open competition using a class justification.

2. Nature and/or description of the action being approved.

a) Type of action: Class J&A for Hybrid Firm-Fixed-Price/Labor Hour Indefinite-Delivery Indefinite-Quantity (IDIQ) extensions

b) Total amount of the current J&A: (b)(4); (b)(7)(E)

The below value represents the individual totals of the expected three (3) extensions:

- (b)(4); (b)(7)(E) (South Texas Detention Center);
- (T. Don Hutto Residential Facility); and
- (Houston Detention Facility)

c) Brief Description: OAQ intends to procure, on a sole source basis, detention and transportation services to provide, operate, and manage three (3) separate Contract Detention Facilities (CDF) in the Houston and San Antonio Areas of Responsibility (AOR) within the state of Texas. Services are currently provided at the following CDFs: 1) South Texas Detention Center (STDC) in Pearsall, Texas; 2) T. Don Hutto Residential Facility (Hutto) in Taylor, Texas; and 3) Houston Detention Facility in Houston, Texas.

The current providers for these services are the following:

- The Geo Group Inc. (Operates #1 STDC)
621 NW 53rd St St(b)(6);
Boca Raton, FL, 33487-8242
- CoreCivic (Operates #2 Hutto, and #3 Houston)
10 Burton Hills Blvd
Nashville, TN, 37215-6105

3. Description of Supplies/Services.

ICE ERO has an on-going and continuously uninterrupted need to contract for detention and transportation services to provide, operate, and manage three (3) separate CDFs in the

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Houston and San Antonio AOR, within the state of Texas, until the services are transitioned to subsequent awardees under competitive solicitation 70CDCR20R00000001. ICE is responsible for the detention of aliens in removal proceedings and aliens subject to final order of removal. ICE houses detainees in CDFs and a variety of other federal, state, local, and private facilities. Option periods in the proposed extensions will only be exercised if needed to allow for the completion of the current competition, award, and transition to the new competitively awarded contracts.

The proposed action requires the detention providers to continue providing detention and transportation services, including the trained and qualified management staff, supervision, manpower, relief officer(s), uniforms, equipment, vehicles, supplies, and space necessary to provide detention, care, transportation, and food services seven (7) days a week, twenty-four (24) hours per day. The contractors must remain in compliance with the ICE 2011 Performance Based National Detention Standards (PBNDS 2011) or Family Residential Standards, American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), Standards for Health Services in Jails, National Commission on Correctional Health Care (NCCHC), and other state and local laws on firearms.

The unique requirements of each of the three (3) areas are as follows:

1) South Texas Detention Center in Pearsall, TX

STDC is equipped to house up to approximately 2,000 adult male and female detainees. Additionally, the STDC meets ERO's requirements within the San Antonio AOR to be near an adequate hospital and mental health care.

This contract action is to provide an additional up to eight (8) months of detention and transportation services to satisfy ERO's requirement at an estimated total cost of

(b)(4)

Period	Time	Period of Performance	Estimated Price
Base	3 months	12/6/2019-3/5/2020	(b)(4)
Option Period 1	2 months	3/6/2020-5/5/2020	
Option Period 2	1 month	5/6/2020-6/5/2020	
Option Period 3	1 month	6/6/2020-7/5/2020	
Option Period 4	1 month	7/6/2020-8/5/2020	
Total	8 months	12/6/2019-8/5/2020	

2) T. Don Hutto Residential Facility

The T. Don Hutto Residential is equipped to house up to approximately 512 female-only low, medium, and high-level detainees. Additionally, the T. Don Hutto Residential Facility meets ERO's requirements within the San Antonio AOR to be near an adequate hospital and mental health care.

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This contract action is to provide an additional up to six (6) months of detention and transportation services to satisfy ERO's requirements at an estimated total cost of

(b)(4)

Period	Time	Period of Performance	Estimated Price
Base	2 months	2/1/2020-3/31/2020	(b)(4)
Option Period 1	2 months	4/1/2020-5/31/2020	
Option Period 2	2 months	6/1/2020-7/31/2020	
Total	6 months	2/1/2020-7/31/2020	\$

3) Houston

The Houston CDF is equipped to house up to approximately 1,000 male and female low, medium, and high-level detainees. Additionally, the CDF meets ERO's requirements within the Houston AOR to be near an adequate hospital and mental health care.

This contract action is to provide an additional up to five (5) months of detention and transportation services to satisfy ERO's requirements at an estimated total cost of

(b)(4)

Period	Time	Period of Performance	Estimated Price
Base	2 months	3/18/2020-5/17/2020	(b)(4)
Option Period 1	2 months	5/18/2020-7/17/2020	
Option Period 2	1 month	7/18/2020-8/17/2020	
Total	5 months	3/18/2020-8/17/2020	

4. Identification of statutory authority permitting other than full and open competition.

The statutory authority permitting other than full and open competition is 41 U.S.C. §3304 as implemented by:

FAR 6.302-1: Only one responsible source and no other supplies or services will satisfy agency requirements.

5. Demonstration that the nature of the acquisition requires use of the authority cited.

ICE ERO promotes safety and national security by ensuring the departure from the United States of all removable illegal aliens through the fair and effective enforcement of the nation's immigration laws. While in custody, ICE must ensure that such individuals are housed in a safe, secure, and humane environment, and that their statutory rights are safeguarded.

The current contracts for the CDFs referenced above and their expiration dates are as follows:

- STDC: 70CDCR19D00000001, expires 12/05/2019
- Hutto: 70CDCR19D000000003, expires 1/31/2020

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- Houston: 70CDCR19D00000005, expires 3/17/2020

A gap in service cannot be endured because these services are critical to meeting the ICE mission. Any lapse would cause irreparable damage by disrupting detention services and continuity of operations directly targeted towards upholding America's immigration laws. Award of the proposed actions ensures the uninterrupted continuity of services by allowing ICE to continue to detain, provide care for, and remove aliens in the facilities.

ICE currently has a Request for Proposal (RFP) posted on the Government-wide Point of Entry to provide, operate, and manage the three (3) separate CDFs (i.e. Texas-wide RFP). Solicitation # 70CDCR20R00000001 is a full and open competition that was posted to beta.SAM.gov (replaced FedBizOpps) on November 21, 2019. At least three (3) IDIQ contracts are anticipated to be made from the full and open competition with a 10-year period of performance to last to approximately December 2029.

Award of these new interim extensions are needed to ensure uninterrupted performance continues throughout the solicitation's pre-award activities and until award. ICE has initially faced challenges with releasing the solicitation, including finalizing the three (3) requirements, and combining the three (3) requirements into one (1) solicitation. Awarding another competitive IDIQ for all requirements while the Texas-wide RFP is being processed would not be reasonable due to high administrative costs to the government, potential lengthy transitions, potential interruptions in services, and the risk of protest. As such, issuing a class justification for the three (3) requirements until new contracts are awarded is in the best interest of the government. Geo Group Inc., with respect to STDC, and CoreCivic, Inc., with respect to Hutto and Houston, are currently performing the detention and transportation services and are the only respective sources capable of providing uninterrupted services, cost effectively and in a timely manner, until the recompetit action is awarded and transition is completed. The facilities and infrastructure required to provide the required detention and transportation services could not be instituted and provided by another vendor in the timeframe required. Geo Group Inc., with respect to STDC, and CoreCivic, Inc., with respect to Hutto and Houston, have the labor, equipment, facilities, and processes in place to fulfill the requirements to ensure there is no interruption to critical services.

Further details for each individual requirement and the proposed CDF are detailed below:

1) South Texas Detention Center in Pearsall, Texas

The Geo Group Inc. currently is and has provided detention services for ICE since December 21, 2011 and is intimately familiar with the nuances associated with the detention of ICE detainees in the San Antonio AOR because of its experience at the STDC. The San Antonio Field Office has a requirement to have an immediate and readily available facility that can provide detention, care, and removal services in a location that is convenient to the operations occurring within its Area Of Responsibility. The agency is not aware of any other facility that meets the agency's requirements, including for location, capacity, and short transition time. Given that GEO currently owns and operates a facility that meets the agency's requirements and has currently mobilized the labor, equipment, facility and has the processes in place to meet the agency's requirements in the short time frame required, the

agency has concluded it is the only vendor able to provide the required detention and transportation services.

2) T. Don Hutto Residential Facility

CoreCivic currently is and has provided detention services since January 28, 2010. As a result, CoreCivic is intimately familiar with the nuances associated with the detention of ICE detainees in the San Antonio AOR because of its experience at the T. Don Hutto Residential Facility. CoreCivic performs integral functions, assisting ICE in achieving its mission. CoreCivic is currently responsible for providing staff that are fully trained, knowledgeable, and responsive to the T. Don Hutto Residential Facility. CoreCivic provides support personnel, including managers, who have proper security clearances and efficiently carry out the detention management and administrative duties required by the contract in accordance with current laws and regulations.

CoreCivic is currently providing safe and secure conditions for confinement based on the individual characteristics of an all-female population, including: threat to the community, risk of flight, type and status of immigration proceedings, community ties, and medical and mental health issues. Additionally, T. Don Hutto Residential is one of the few female facilities within ERO's custody management division. As such, any disruption to these functions will adversely affect the performance of the ICE mission.

The agency is not aware of any other facility that meets the agency's requirements, including for location, capacity, and short transition time. Given that CoreCivic currently operates a facility that meets the agency's requirements and has currently mobilized the labor, equipment, facility, and has the processes in place to meet the agency's requirements for detention and transportation services in the short time frame required, the agency has concluded that it is the only vendor able to provide the required detention and transportation services.

3) Houston

CoreCivic is the current service provider for the Houston CDF contract and has been providing immigration detention services at the facility since 1986. CoreCivic is intimately familiar with the nuances associated with the detention of ICE detainees at the Houston AOR because of its experience at the Houston CDF. CoreCivic performs integral functions, assisting ICE in achieving its mission. CoreCivic is currently responsible for providing staff that are fully trained, knowledgeable, and responsive to the Houston CDF. CoreCivic provides support personnel, including managers, who have proper security clearances and efficiently carry out the detention management and administrative duties required by the contract in accordance with current laws and regulations. CoreCivic is currently providing safe and secure conditions for confinement based on the individual characteristics of a diverse population, including: threat to the community, risk of flight, type and status of immigration proceedings, community ties, and medical and mental health issues.

CoreCivic's unique experience and dedicated facility in Houston, Texas will allow ICE to avoid any disruption in meeting its mission and causing serious harm to the Government.

CoreCivic is the only vendor now available to perform this work because of the specialized nature of the services ICE requires, which includes the ability to provide detention services in the Houston area. The agency is not aware of any other facility that meets the agency's requirements, including for location, capacity, and short transition time. Given that CoreCivic currently operates a facility that meets the agency's requirements and has currently mobilized the labor, equipment, facilities and has the processes in place to meet the agency's requirements for detention and transportation services in the short time frame required, the agency has concluded that it is the only vendor able to provide the required detention and transportation services.

6. Description of efforts made to ensure that offers are solicited from as many potential sources as is practicable.

The requirements for the contract actions will be synopsisized and any capability statements received will be reviewed.

7. Determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable.

The Contracting Officer has determined that the anticipated prices will be fair and reasonable for each requirement based on comparison to the pricing under each of the three existing contracts that are expiring, each of which was already determined to be fair and reasonable at contract award and at the most recent option exercise. Additionally, the Contracting Officer has compared pricing to previous acquisitions for similar services and has found the pricing to be comparable.

8. Description of market research.

The Government will be synopsisizing the current requirements and will review any capability statements that are received. Extensive market research was conducted for the acquisition strategy for the Texas-wide RFP. In an effort to procure, through full and open competition, replacement detention facility and transportation services contracts, the Government posted a Request for Information (RFI) for each AOR's requirement. An RFI for South Texas Detention Center in Pearsall, Texas was issued on March 22, 2019, and closed on March 29, 2019. An RFI for T. Don Hutto Residential Facility was issued on March 19, 2019 and closed on March 25, 2019. An RFI for Houston was issued on April 9, 2019 and closed on April 15, 2019. Multiple responses to the RFIs were received.

Based on the market research conducted, the Government is concerned other potential vendors would be unable to transition quickly enough meet the current schedule and required deadlines. The contract actions described herein are required for the current full and open acquisition process to have time to solicit, award, and transition potentially new vendors onboard.

9. Any other facts supporting the use of other than full and open competition.

None.

10. A listing of the sources, if any that expressed, in writing, an interest in the acquisition.

Currently, no vendors have expressed an interest in the current contract actions, and no vendors are expected to express interest in the timeframe required, however capability statements will be requested for each contract action. As noted in section 8, RFIs have been posted to beta.SAM.gov for the three (3) requirements. Multiple sources expressed an interest in the acquisition for the follow-on Texas-wide RFP which is currently in work.

The following is a list of sources that expressed interest in the Texas-wide RFP: ICE received two responses from large businesses and one small business for the South Texas Detention Center in Pearsall, Texas; two responses from large businesses for the T. Don Hutto Residential Facility; and one response from a large business for Houston.

11. A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for supplies or services required.

There are no barriers to competition in the subsequent acquisition for these services. All three requirements are currently being solicited in a full and open competition on beta.SAM.gov under competitive solicitation 70CDCR20R00000001. This is expected to be a one-time requirement to ensure services are uninterrupted for a limited period of time and no future subsequent acquisitions are anticipated other than under competitive solicitation 70CDCR20R00000001. However, if a similar requirement arises in the future, the agency will attempt to compete it to the maximum extent possible.

After award of this action, DHS intends to post the approved/signed justification pursuant to 6.305.

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12. Contracting Officer's Certification.

I certify that the data supporting the recommended use of other than full and open competition is accurate and complete to the best of my knowledge and belief.

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

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

Date

Contracting Officer
Office of Acquisition Management
U.S. Immigration and Customs Enforcement

13. Technical/Requirements Personnel Certification.

I certify this requirement meets the Government's minimum need and that the supporting data, which forms a basis for this justification, is complete and accurate.

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

Date

Technical Representative/COR

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

11.22.2019
Date

Technical Representative/COR

14. Approval.

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

11-25-2019
Date

Competition Advocate
Deputy Head of Contracting Activity (HCA)
Office of Acquisition Management
U.S. Immigration and Customs Enforcement

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

11/28/19
Date

Head of Contracting Activity
Office of Acquisition Management
U.S. Immigration and Customs Enforcement

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

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|

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| Wage Determination No.: 2015-5291

Daniel W. Simms Division of | Revision No.: 13

Director Wage Determinations | Date Of Last Revision: 07/16/2019

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Texas

Area: Texas County of Frio

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.86

01012 - Accounting Clerk II	15.56
01013 - Accounting Clerk III	17.41
01020 - Administrative Assistant	21.69
01035 - Court Reporter	16.67
01041 - Customer Service Representative I	11.69
01042 - Customer Service Representative II	13.14
01043 - Customer Service Representative III	14.34
01051 - Data Entry Operator I	12.34
01052 - Data Entry Operator II	13.46
01060 - Dispatcher Motor Vehicle	16.89
01070 - Document Preparation Clerk	13.18
01090 - Duplicating Machine Operator	13.18
01111 - General Clerk I	12.73
01112 - General Clerk II	13.90
01113 - General Clerk III	15.60
01120 - Housing Referral Assistant	18.58
01141 - Messenger Courier	11.98
01191 - Order Clerk I	14.20
01192 - Order Clerk II	15.51
01261 - Personnel Assistant (Employment) I	15.06
01262 - Personnel Assistant (Employment) II	16.85
01263 - Personnel Assistant (Employment) III	18.79
01270 - Production Control Clerk	19.27
01290 - Rental Clerk	13.77
01300 - Scheduler Maintenance	14.90
01311 - Secretary I	14.90
01312 - Secretary II	16.67
01313 - Secretary III	18.58
01320 - Service Order Dispatcher	15.10
01410 - Supply Technician	21.69
01420 - Survey Worker	14.74
01460 - Switchboard Operator/Receptionist	13.03
01531 - Travel Clerk I	13.18
01532 - Travel Clerk II	14.00
01533 - Travel Clerk III	14.49
01611 - Word Processor I	12.91
01612 - Word Processor II	14.50
01613 - Word Processor III	16.21
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	19.08
05010 - Automotive Electrician	19.28

05040 - Automotive Glass Installer	18.03
05070 - Automotive Worker	18.03
05110 - Mobile Equipment Servicer	15.55
05130 - Motor Equipment Metal Mechanic	20.44
05160 - Motor Equipment Metal Worker	18.03
05190 - Motor Vehicle Mechanic	20.44
05220 - Motor Vehicle Mechanic Helper	14.31
05250 - Motor Vehicle Upholstery Worker	16.78
05280 - Motor Vehicle Wrecker	18.03
05310 - Painter Automotive	19.28
05340 - Radiator Repair Specialist	18.03
05370 - Tire Repairer	13.86
05400 - Transmission Repair Specialist	20.44
07000 - Food Preparation And Service Occupations	
07010 - Baker	11.36
07041 - Cook I	10.67
07042 - Cook II	12.37
07070 - Dishwasher	8.99
07130 - Food Service Worker	9.97
07210 - Meat Cutter	15.01
07260 - Waiter/Waitress	9.05
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.32
09040 - Furniture Handler	12.04
09080 - Furniture Refinisher	19.59
09090 - Furniture Refinisher Helper	14.57
09110 - Furniture Repairer Minor	17.07
09130 - Upholsterer	19.59
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	12.38
11060 - Elevator Operator	10.30
11090 - Gardener	16.26
11122 - Housekeeping Aide	10.30
11150 - Janitor	10.30
11210 - Laborer Grounds Maintenance	12.37
11240 - Maid or Houseman	9.78
11260 - Pruner	11.08
11270 - Tractor Operator	14.97
11330 - Trail Maintenance Worker	12.37
11360 - Window Cleaner	11.50
12000 - Health Occupations	

12010 - Ambulance Driver	17.28
12011 - Breath Alcohol Technician	19.55
12012 - Certified Occupational Therapist Assistant	31.35
12015 - Certified Physical Therapist Assistant	30.60
12020 - Dental Assistant	16.37
12025 - Dental Hygienist	40.65
12030 - EKG Technician	27.71
12035 - Electroneurodiagnostic Technologist	27.71
12040 - Emergency Medical Technician	17.28
12071 - Licensed Practical Nurse I	17.48
12072 - Licensed Practical Nurse II	19.55
12073 - Licensed Practical Nurse III	21.80
12100 - Medical Assistant	13.85
12130 - Medical Laboratory Technician	20.44
12160 - Medical Record Clerk	14.65
12190 - Medical Record Technician	16.39
12195 - Medical Transcriptionist	17.32
12210 - Nuclear Medicine Technologist	42.97
12221 - Nursing Assistant I	11.61
12222 - Nursing Assistant II	13.05
12223 - Nursing Assistant III	14.24
12224 - Nursing Assistant IV	15.99
12235 - Optical Dispenser	15.79
12236 - Optical Technician	25.52
12250 - Pharmacy Technician	17.23
12280 - Phlebotomist	17.27
12305 - Radiologic Technologist	26.41
12311 - Registered Nurse I	25.88
12312 - Registered Nurse II	31.68
12313 - Registered Nurse II Specialist	31.68
12314 - Registered Nurse III	38.30
12315 - Registered Nurse III Anesthetist	38.30
12316 - Registered Nurse IV	45.94
12317 - Scheduler (Drug and Alcohol Testing)	24.22
12320 - Substance Abuse Treatment Counselor	20.90
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.38
13012 - Exhibits Specialist II	21.54
13013 - Exhibits Specialist III	26.37
13041 - Illustrator I	17.38
13042 - Illustrator II	21.54

13043 - Illustrator III		26.37
13047 - Librarian		23.88
13050 - Library Aide/Clerk		18.30
13054 - Library Information Technology Systems Administrator		21.54
13058 - Library Technician		13.22
13061 - Media Specialist I		15.54
13062 - Media Specialist II		17.38
13063 - Media Specialist III		19.39
13071 - Photographer I		14.87
13072 - Photographer II		16.64
13073 - Photographer III		20.61
13074 - Photographer IV		25.20
13075 - Photographer V		30.50
13090 - Technical Order Library Clerk		15.80
13110 - Video Teleconference Technician		15.65
14000 - Information Technology Occupations		
14041 - Computer Operator I		13.62
14042 - Computer Operator II		15.24
14043 - Computer Operator III		17.03
14044 - Computer Operator IV		19.00
14045 - Computer Operator V		21.10
14071 - Computer Programmer I	(see 1)	20.83
14072 - Computer Programmer II	(see 1)	25.80
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		13.62
14160 - Personal Computer Support Technician		19.00
14170 - System Support Specialist		22.88
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.51
15020 - Aircrew Training Devices Instructor (Rated)		34.51
15030 - Air Crew Training Devices Instructor (Pilot)		41.36
15050 - Computer Based Training Specialist / Instructor		28.51
15060 - Educational Technologist		31.90
15070 - Flight Instructor (Pilot)		41.36
15080 - Graphic Artist		19.83
15085 - Maintenance Test Pilot Fixed Jet/Prop		41.36

15086 - Maintenance Test Pilot Rotary Wing	41.36
15088 - Non-Maintenance Test/Co-Pilot	41.36
15090 - Technical Instructor	19.50
15095 - Technical Instructor/Course Developer	23.62
15110 - Test Proctor	14.20
15120 - Tutor	14.20
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	9.51
16030 - Counter Attendant	9.51
16040 - Dry Cleaner	11.55
16070 - Finisher Flatwork Machine	9.51
16090 - Presser Hand	9.51
16110 - Presser Machine Drycleaning	9.51
16130 - Presser Machine Shirts	9.51
16160 - Presser Machine Wearing Apparel Laundry	9.51
16190 - Sewing Machine Operator	12.20
16220 - Tailor	12.79
16250 - Washer Machine	10.31
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.84
19040 - Tool And Die Maker	25.71
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.88
21030 - Material Coordinator	19.27
21040 - Material Expediter	19.27
21050 - Material Handling Laborer	13.21
21071 - Order Filler	11.75
21080 - Production Line Worker (Food Processing)	14.88
21110 - Shipping Packer	13.85
21130 - Shipping/Receiving Clerk	13.85
21140 - Store Worker I	11.40
21150 - Stock Clerk	15.89
21210 - Tools And Parts Attendant	14.88
21410 - Warehouse Specialist	14.88
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	23.91
23019 - Aircraft Logs and Records Technician	18.62
23021 - Aircraft Mechanic I	22.69
23022 - Aircraft Mechanic II	23.91
23023 - Aircraft Mechanic III	25.15
23040 - Aircraft Mechanic Helper	15.89

23050 - Aircraft Painter	21.40
23060 - Aircraft Servicer	18.62
23070 - Aircraft Survival Flight Equipment Technician	21.40
23080 - Aircraft Worker	20.01
23091 - Aircrew Life Support Equipment (ALSE) Mechanic	20.01
I	
23092 - Aircrew Life Support Equipment (ALSE) Mechanic	22.69
II	
23110 - Appliance Mechanic	18.87
23120 - Bicycle Repairer	15.14
23125 - Cable Splicer	28.48
23130 - Carpenter Maintenance	16.74
23140 - Carpet Layer	18.94
23160 - Electrician Maintenance	22.51
23181 - Electronics Technician Maintenance I	20.37
23182 - Electronics Technician Maintenance II	23.42
23183 - Electronics Technician Maintenance III	27.84
23260 - Fabric Worker	17.62
23290 - Fire Alarm System Mechanic	20.17
23310 - Fire Extinguisher Repairer	16.33
23311 - Fuel Distribution System Mechanic	18.21
23312 - Fuel Distribution System Operator	13.85
23370 - General Maintenance Worker	15.31
23380 - Ground Support Equipment Mechanic	22.69
23381 - Ground Support Equipment Servicer	18.62
23382 - Ground Support Equipment Worker	20.01
23391 - Gunsmith I	16.33
23392 - Gunsmith II	18.94
23393 - Gunsmith III	21.47
23410 - Heating Ventilation And Air-Conditioning Mechanic	16.41
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	17.25
23430 - Heavy Equipment Mechanic	23.25
23440 - Heavy Equipment Operator	17.69
23460 - Instrument Mechanic	21.47
23465 - Laboratory/Shelter Mechanic	20.25
23470 - Laborer	13.11
23510 - Locksmith	19.77
23530 - Machinery Maintenance Mechanic	23.06
23550 - Machinist Maintenance	20.31

23580 - Maintenance Trades Helper	13.77
23591 - Metrology Technician I	21.47
23592 - Metrology Technician II	22.63
23593 - Metrology Technician III	23.80
23640 - Millwright	20.33
23710 - Office Appliance Repairer	19.32
23760 - Painter Maintenance	17.87
23790 - Pipefitter Maintenance	21.31
23810 - Plumber Maintenance	20.74
23820 - Pneudraulic Systems Mechanic	21.47
23850 - Rigger	21.47
23870 - Scale Mechanic	18.94
23890 - Sheet-Metal Worker Maintenance	18.80
23910 - Small Engine Mechanic	16.23
23931 - Telecommunications Mechanic I	23.90
23932 - Telecommunications Mechanic II	25.19
23950 - Telephone Lineman	22.25
23960 - Welder Combination Maintenance	18.48
23965 - Well Driller	18.06
23970 - Woodcraft Worker	21.47
23980 - Woodworker	15.94
24000 - Personal Needs Occupations	
24550 - Case Manager	12.27
24570 - Child Care Attendant	9.46
24580 - Child Care Center Clerk	11.80
24610 - Chore Aide	9.37
24620 - Family Readiness And Support Services Coordinator	12.27
24630 - Homemaker	12.27
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.55
25040 - Sewage Plant Operator	17.60
25070 - Stationary Engineer	22.55
25190 - Ventilation Equipment Tender	15.80
25210 - Water Treatment Plant Operator	17.60
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.41
27007 - Baggage Inspector	13.59
27008 - Corrections Officer	18.80
27010 - Court Security Officer	18.26
27030 - Detection Dog Handler	15.21

27040 - Detention Officer	18.80
27070 - Firefighter	17.58
27101 - Guard I	13.59
27102 - Guard II	15.21
27131 - Police Officer I	21.86
27132 - Police Officer II	24.29
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.74
28042 - Carnival Equipment Repairer	13.85
28043 - Carnival Worker	9.45
28210 - Gate Attendant/Gate Tender	12.83
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.35
28510 - Recreation Aide/Health Facility Attendant	10.47
28515 - Recreation Specialist	17.50
28630 - Sports Official	11.43
28690 - Swimming Pool Operator	16.05
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.23
29020 - Hatch Tender	20.23
29030 - Line Handler	20.23
29041 - Stevedore I	19.65
29042 - Stevedore II	22.09
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	44.44
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	30.64
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	33.75
30021 - Archeological Technician I	17.95
30022 - Archeological Technician II	20.08
30023 - Archeological Technician III	24.87
30030 - Cartographic Technician	24.87
30040 - Civil Engineering Technician	18.63
30051 - Cryogenic Technician I	27.55
30052 - Cryogenic Technician II	30.42
30061 - Drafter/CAD Operator I	17.95
30062 - Drafter/CAD Operator II	20.08
30063 - Drafter/CAD Operator III	22.39
30064 - Drafter/CAD Operator IV	27.24
30081 - Engineering Technician I	16.31
30082 - Engineering Technician II	18.34
30083 - Engineering Technician III	20.47

30084 - Engineering Technician IV	25.40
30085 - Engineering Technician V	31.02
30086 - Engineering Technician VI	37.53
30090 - Environmental Technician	23.75
30095 - Evidence Control Specialist	24.87
30210 - Laboratory Technician	20.73
30221 - Latent Fingerprint Technician I	27.55
30222 - Latent Fingerprint Technician II	30.42
30240 - Mathematical Technician	24.87
30361 - Paralegal/Legal Assistant I	17.49
30362 - Paralegal/Legal Assistant II	21.66
30363 - Paralegal/Legal Assistant III	26.50
30364 - Paralegal/Legal Assistant IV	32.06
30375 - Petroleum Supply Specialist	30.42
30390 - Photo-Optics Technician	21.27
30395 - Radiation Control Technician	30.42
30461 - Technical Writer I	24.87
30462 - Technical Writer II	30.42
30463 - Technical Writer III	36.54
30491 - Unexploded Ordnance (UXO) Technician I	28.24
30492 - Unexploded Ordnance (UXO) Technician II	34.17
30493 - Unexploded Ordnance (UXO) Technician III	40.96
30494 - Unexploded (UXO) Safety Escort	28.24
30495 - Unexploded (UXO) Sweep Personnel	28.24
30501 - Weather Forecaster I	27.55
30502 - Weather Forecaster II	33.51
30620 - Weather Observer Combined Upper Air Or	(see 2) 22.39
Surface Programs	
30621 - Weather Observer Senior	(see 2) 24.87
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	34.17
31020 - Bus Aide	10.26
31030 - Bus Driver	15.05
31043 - Driver Courier	13.04
31260 - Parking and Lot Attendant	11.13
31290 - Shuttle Bus Driver	14.16
31310 - Taxi Driver	11.80
31361 - Truckdriver Light	14.16
31362 - Truckdriver Medium	15.27
31363 - Truckdriver Heavy	18.94
31364 - Truckdriver Tractor-Trailer	18.94

99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.66
99030 - Cashier	9.90
99050 - Desk Clerk	9.35
99095 - Embalmer	30.45
99130 - Flight Follower	28.24
99251 - Laboratory Animal Caretaker I	15.08
99252 - Laboratory Animal Caretaker II	15.83
99260 - Marketing Analyst	33.05
99310 - Mortician	30.45
99410 - Pest Controller	21.22
99510 - Photofinishing Worker	14.84
99710 - Recycling Laborer	16.90
99711 - Recycling Specialist	20.19
99730 - Refuse Collector	16.10
99810 - Sales Clerk	11.25
99820 - School Crossing Guard	12.73
99830 - Survey Party Chief	25.28
99831 - Surveying Aide	17.18
99832 - Surveying Technician	21.14
99840 - Vending Machine Attendant	15.68
99841 - Vending Machine Repairer	17.78
99842 - Vending Machine Repairer Helper	15.68

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill

injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

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

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

- 4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

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

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

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

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 14			
2. CONTRACT NO. 70CDCR20D00000003		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME (b)(6); (b)(7)(C)			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY ICE/DCR ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6); WASHINGTON DC 20536				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> SMAI BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 561612 <input type="checkbox"/> 8(A) SIZE STANDARD: (b)(4)					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING			
15. DELIVER TO ICE Enforcement & Removal Immigration and Customs Enforcement 801 I Street, NW Suite (b)(6); Washington DC 20536				16. ADMINISTERED BY ICE/DCR ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite (b)(6); (h)(7)(C) Washington DC 20536					
17a. CONTRACTOR/OFFEROR GEO GROUP INC THE ATTN: (b)(6); (b)(7)(C) 4955 TECHNOLOGY WAY BOCA RATON FL 334313367 TELEPHONE NO. 5619997359				18a. PAYMENT WILL BE MADE BY DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO/DRO-FOD-FAO Williston VT 05495-1620					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
		DUNS Number: 612706465 COR: (b)(6); (b)(7)(C) Phone: (210) 231-(b)(6); Email: (b)(6); (b)(7)(C)@ice.dhs.gov Field Office Point of Contact: (b)(6); (b)(7)(C) Phone: 512-236-(b)(6); Email: (b)(6); (b)(7)(C)@ice.dhs.gov Contract Specialist: (b)(6); (b)(7)(C) Phone: 202-732-(b)(6); <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) (b)(4)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR (b)(6); (b)(7)(C)						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6); (b)(7)(C)			
30b. NAME AND TITLE OF SIGNER (Type or print) (b)(6); (b)(7)(C) Executive Vice President			30c. DATE SIGNED 12/2/2019		31b. NAME OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)			31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Email (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Contracting Officer: (b)(6); (b)(7)(C)</p> <p>Phone: 202-732-(b)(6);</p> <p>Email (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Vendor Point of Contact: (b)(6); (b)(7)(C)</p> <p>Phone: 561-999-(b)(6);</p> <p>Email: (b)(6); (b)(7)(C)@geogroup.com</p> <p>70CDCR20D00000003 is a hybrid firm-fixed-price (FFP) and labor-hour (LH) Indefinite-Delivery Indefinite-Quantity (IDIQ) to provide Detention and Detention Related Services at the South Texas Detention Complex (STDC) located in Pearsall, Texas. This contract is a follow-on contract to 70CDCR19D00000001.</p> <p>The Period of Performance is as follows:</p> <p>Base Period 12/6/2019-3/5/2020 (Three months) Option Period 1: 3/6/2020-5/5/2020 (Two months) Option Period 2: 5/6/2020-6/5/2020 (One month) Option Period 3: 6/6/2020-7/5/2020 (One month) Option Period 4: 7/6/2020-8/5/2020 (One month) Period of Performance 12/6/2019-8/5/2020</p> <p>This contract incorporates new mandatory clauses that may not have been in existence at the time Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

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

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

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>of the stated contract, and updates other clauses and the Performance Work Statement contained in the original contract. All other terms and conditions from contract 70CDCR19D00000001 and corresponding modifications remain the same, and are only changed when conflicting with the terms and conditions contained within this document.</p> <p>Reference letter dated November 7, 2019 from The Geo Group, Inc. agreeing that it will continue the follow-on contract under the same terms and conditions as the original contract. Wage Determination No.: 2015-5291 Revision 13 is incorporated into the contract and the rates are updated to account for the revision.</p> <p>All services shall be performed in accordance with following attachments:</p> <p>Attachment 1 - Performance Work Statement (PWS) Attachment 2 - Deliverables and Performance Standards Attachment 3 - Quality Assurance Surveillance Plan Attachment 4 - Wage Determination (No. 2015-5291 Revision 13)</p> <p>Invoice Instructions: ICE - ERO Contracts</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows:</p> <p>a) Email:</p> <p>(b)(6); (b)(7)(C)@ice.dhs.gov</p> <ul style="list-style-type: none"> • Contracting Officer Representative (COR) or Government Point of Contact (GPOC) • Contract Specialist/Contracting Officer <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email.</p> <p>b) USPS:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 Williston, VT 05495-1620</p> <p>ATTN: ICE-ERO-FOD-FAO</p> <p>The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>c) Facsimile:</p> <p>Alternative Invoices shall be submitted to: (802)-288-(b)(6)</p> <p>Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages.</p> <p>Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable:</p> <p>(i). Name and address of the Service Provider/Contractor. Note: the name, address and</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;</p> <p>(ii). Dunn and Bradstreet (D&B) DUNS Number;</p> <p>(iii). Invoice date and invoice number;</p> <p>(iv). Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p>(v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;</p> <p>(vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii). Terms of any discount for prompt payment offered;</p> <p>(viii). Remit to Address;</p> <p>(ix). Name, title, and phone number of person to resolve invoicing issues;</p> <p>(x). ICE program office designated on order/contract/agreement and</p> <p>(xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing)</p> <p>(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management.</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred.</p> <p>(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required:</p> <p>(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.</p> <p>(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.</p> <p>(iii) Use shredders when discarding paper documents containing Sensitive PII.</p> <p>Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII.</p> <p>5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-(b)(6); or by e-mail at (b)(6); (b)(7)(C)@ice.dhs.gov. Period of Performance: 12/06/2019 to 08/05/2020</p>				
0001	<p>Base Period: Detention and Detention Related Services Guaranteed Minimum Bed Day Rate: (b)(4) under the minimum guarantee of 1350 Amount: (b)(4) Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 12/06/2019 to 03/05/2020</p>				
0002	<p>Base Period: Above Guaranteed Minimum: 1351-1800 Bed-Days Amount: (b)(4) Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 12/06/2019 to 03/05/2020</p>				
0003	<p>Base Period: Transportation (Court & Medical) Amount: (b)(4) Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 12/06/2019 to 03/05/2020</p>				
0004	<p>Base Period: Overtime Transportation (Court & Medical) Obligated Amount: (b)(4) Continued ...</p>				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Award Type: Labor-hour Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 12/06/2019 to 03/05/2020				
0005	Base Period: On Call Detention Services Amount: (b)(4) Obligated Amount: (b)(4) Award Type: Labor-hour Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 12/06/2019 to 03/05/2020				
0006	Base Period: Detainee Work Program Amount: (b)(4) Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 12/06/2019 to 03/05/2020				
0007	Base Period: Fuel Amount: (b)(4) Obligated Amount: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 12/06/2019 to 03/05/2020				
1001	Option Period 1: Detention and Detention Related Services Guaranteed Minimum Bed Day Rate: (b)(4) under the minimum guarantee of 1350 Amount: (b)(4) (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 03/06/2020 to 05/05/2020				(b)(4)
1002	Option Period 1: Above Guaranteed Minimum: 1351-1800 Bed-Days Amount: (b)(4) (Option Line Item) 30 Days After Award Product/Service Code: S206 Continued ...				(b)(4)

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 03/06/2020 to 05/05/2020				
1003	Option Period 1: Transportation (Court & Medical) Amount (b)(4) (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 03/06/2020 to 05/05/2020				(b)(4)
1004	Option Period 1: Overtime Transportation (Court & Medical) Award Type: Labor-hour Amount (b)(4) (Option Line Item) 11/30/2019 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 03/06/2020 to 05/05/2020				(b)(4)
1005	Option Period 1: On Call Detention Services Award Type: Labor-hour Amount (b)(4) (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 03/06/2020 to 05/05/2020				(b)(6); (b)(7)(C)
1006	Option Period 1: Detainee Work Program Amount: \$12,400.00 (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 03/06/2020 to 05/05/2020				(b)(4)
1007	Option Period 1: Fuel Amount (b)(4) (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 03/06/2020 to 05/05/2020				(b)(4)
	Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001	Option Period 2: Detention and Detention Related Services Guaranteed Minimum Bed Day Rate: (b)(4) under the minimum guarantee of 1350 Amount: (b)(4) Option Line Item 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 05/06/2020 to 06/05/2020				(b)(4)
2002	Option Period 2: Above Guaranteed Minimum: 1351-1800 Bed-Days Amount: (b)(4) Option Line Item 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 05/06/2020 to 06/05/2020				(b)(4)
2003	Option Period 2: Transportation (Court & Medical) Amount: (b)(4) Option Line Item 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 05/06/2020 to 06/05/2020				(b)(4)
2004	Option Period 2: Overtime Transportation (Court & Medical) Award Type: Labor-hour Amount: (b)(4) Option Line Item 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 05/06/2020 to 06/05/2020				(b)(4)
2005	Option Period 2: On Call Detention Services Award Type: Labor-hour Amount: (b)(4) Option Line Item 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 05/06/2020 to 06/05/2020 Continued ...				(b)(4)

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2006	Option Period 2: Detainee Work Program Amount (b)(4) Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 05/06/2020 to 06/05/2020				(b)(4)
2007	Option Period 2: Detainee Work Program Amount (b)(4) Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 05/06/2020 to 06/05/2020				(b)(4)
3001	Option Period 3: Detention and Detention Related Services Guaranteed Minimum Bed Day Rate: (b)(4) under the minimum guarantee of 1350 Amount: (b)(4) Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/06/2020 to 07/05/2020				(b)(4)
3002	Option Period 3: Above Guaranteed Minimum: 1351-1800 Bed-Days Amount: (b)(4) Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/06/2020 to 07/05/2020				(b)(4)
3003	Option Period 3: Transportation (Court & Medical) Amount: (b)(4) Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/06/2020 to 07/05/2020				(b)(4)
3004	Option Period 3: Overtime Transportation (Court & Medical) Award Type: Labor-hour Continued ...				(b)(4)

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Amount: (b)(4) Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/06/2020 to 07/05/2020				
3005	Option Period 3: On Call Detention Services Award Type: Labor-hour Amount: (b)(4) Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/06/2020 to 07/05/2020				(b)(6); (b)(7)(C)
3006	Option Period 3: Detainee Work Program Amount: \$6,200.00 (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/06/2020 to 07/05/2020				(b)(4)
3007	Option Period 3: Detainee Work Program Amount: (b)(4) Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 06/06/2020 to 07/05/2020				(b)(4)
4001	Option Period 4: Detention and Detention Related Services Guaranteed Minimum Bed Day Rate: (b)(4) under the minimum guarantee of 1350 Amount: (b)(4) (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 07/06/2020 to 08/05/2020				(b)(4)
4002	Option Period 4: Above Guaranteed Minimum: 1351-1800 Bed-Days Amount: (b)(4) Option Line Item) 30 Days After Award Continued ...				(b)(4)

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 07/06/2020 to 08/05/2020				
4003	Option Period 4: Transportation (Court & Medical) Amount: (b)(4) Option Line Item 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 07/06/2020 to 08/05/2020				(b)(4)
4004	Option Period 4: Overtime Transportation (Court & Medical) Award Type: Labor-hour Amount: (b)(4) Option Line Item 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 07/06/2020 to 08/05/2020				(b)(4)
4005	Option Period 4: On Call Detention Services Award Type: Labor-hour Amount: (b)(4) Option Line Item 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 07/06/2020 to 08/05/2020				(b)(4)
4006	Option Period 4: Detainee Work Program Amount: \$6,200.00 (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 07/06/2020 to 08/05/2020				(b)(4)
4007	Option Period 4: Detainee Work Program Amount: \$4,000.00 (Option Line Item) 30 Days After Award Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Period of Performance: 07/06/2020 to 08/05/2020 Continued ...				(b)(4)

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	The total amount of award: (b)(4) The obligation for this award is shown in box 26.				

SECTION I – 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 address:

<https://www.acquisition.gov/browse/index/far>

(End of Clause)

FAR Clause	Description	Year
52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	SEPT 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	AUG 2019
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for	OCT 2015

FAR Clause	Description	Year
	Debarment	
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters.	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.215-2	Audit and Records – Negotiation	OCT 2010
52.215-8	Order of Precedence -- Uniform Contract Format	OCT 1997
52-219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.219-9	Small Business Subcontracting Plan	JAN 2017
52.219-16	Liquidated Damages -- Subcontracting Plan	JAN 1999
52.219.28	Post-Award Small Business Program Representation	JUL 2013
52.222-1	Notice to the Government of Labor Dispute	FEB 1997
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-3	Convict Labor	JUNE 2003
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers With Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts	MAY 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Establishing a Minimum Wage for Contractors Under Executive Order 13658	DEC 2015
52.222-59	Compliance with Labor Laws Executive Order 13673	DEC 2016
52.222-60	Paycheck Transparency Executive Order 13673	OCT 2016
52.222-61	Arbitration of Contractor Employee Claims Executive Order 13673	DEC 2016
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	SEPT 2013
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011

FAR Clause	Description	Year
52.223-19	Compliance With Environmental Management Systems	MAY 2011
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restriction on Certain Foreign Purchases	JUN 2008
52.226-6	Promoting Excess Food Donation to Nonprofit Organizations	MAY 2014
52.227-1	Authorization and Consent	DEC 2007
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	AUG 2012
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-9	Limitation on Withholding of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment of Claims	MAY 2014
52.232-24	Prohibition of Assignment of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer-- System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable Law For Breach Of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.237-7	Indemnification and Medical Liability Insurance	JAN 1997
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes - Fixed Price Alt. I	APR 1984
52.243-3	Changes- Time-and-Materials or Labor-Hours	SEP 2000
52.243-7	Notification of Changes	JAN 2017
52.244-2	Subcontracts	OCT 2010
52.245-1	Government Property	JAN 2017
52.245-9	Use and Charges	APR 2012
52.246-6	Time-and-Material and Labor-Hour	MAY 2001
52.246-25	Limitation of Liability -- Services	FEB 1997
52.249-2	Termination for Convenience of the Government – Fixed Price	APR 2012
52.249-8	Default (Fixed Price - Supply and Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

52.204-1 -- Approval of Contract. (DEC. 1989)

This contract is subject to the written approval of a Contracting Officer and shall not be binding until so approved.

(End of Clause)

52.216-18 – Ordering. (OCT. 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through August 5, 2020.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

52.216-19 – Ordering Limitations (OCT. 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$1,000.00;

(2) Any order for a combination of items in excess of \$1,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (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 three business 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.

(End of clause)

52.216-22 – Indefinite Quantity (OCT. 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after August 5, 2020.

(End of clause)

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 thirty (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 eight (8) months.

(End of Clause)

52.222-42 -- Statement of Equivalent Rates for Federal Hires. (MAY 2014)

In compliance with the Service Contract Labor Standards statute 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*

Employee Class	Monetary Wage -- Fringe Benefits
Accounting Clerk II	\$15.56 -- \$4.54
Accounting Clerk III	\$17.41 -- \$4.54
General Clerk II	\$13.90 -- \$4.54
General Clerk III	\$15.60 -- \$4.54
Personnel Assistant II	\$16.85 -- \$4.54
Personnel Assistant III	\$18.79 -- \$4.54
Secretary III	\$18.58 -- \$4.54
Switchboard Oper/Receptionist	\$13.03 -- \$4.54
Personal Computer Support Tech	\$19.00 -- \$4.54
Detention Officer	\$18.80 -- \$4.54

(End of Clause)

52.237-3 – Continuity of Services (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out

period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

HSAR Clause	Description	Year
3052.203-70	Instructions for Contractor Disclosure of Violations	SEPT 2012
3052.205-70	Advertisements, Publicizing Awards, and Releases	SEPT 2012
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

3052.204-71 Contractor employee access. (SEPT. 2012)

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, 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, Public Law 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, and insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer’s Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for

performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

- (1) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
- (2) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the Contracting Officer.

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

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

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

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

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

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

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

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

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

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

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, 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 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of Clause)

3052.215-70 Key personnel or facilities. (DEC 2003)

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

- Facility Administrator(Warden)
- Deputy Facility Administrator

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

(End of clause)

SAFEGUARDING OF SENSITIVE INFORMATION (MAR 2015)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

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

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother’s maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

“Sensitive Information” is defined in HSAR clause 3052.204-71, Contractor Employee Access, as any information, which if lost, misused, disclosed, or, without authorization is accessed, or

modified, could adversely affect the national or homeland security interest, 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, Public Law 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.

"Sensitive Information Incident" is an incident that includes the known, potential, or suspected exposure, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or unauthorized access or attempted access of any Government system, Contractor system, or sensitive information.

"Sensitive Personally Identifiable Information (SPII)" is a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone elements. Examples of such PII include: Social Security numbers (SSN), driver's license or state identification number, Alien Registration Numbers (A-number), financial account number, and biometric identifiers such as fingerprint, voiceprint, or iris scan. Additional examples include any groupings of information that contain an individual's name or other unique identifier plus one or more of the following elements:

- (1) Truncated SSN (such as last 4 digits)
- (2) Date of birth (month, day, and year)
- (3) Citizenship or immigration status

- (4) Ethnic or religious affiliation
- (5) Sexual orientation
- (6) Criminal History
- (7) Medical Information
- (8) System authentication information such as mother's maiden name, account passwords or personal identification numbers (PIN)

Other PII may be "sensitive" depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII but is not sensitive.

(c) *Authorities.* The Contractor shall follow all current versions of Government policies and guidance accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>, or available upon request from the Contracting Officer, including but not limited to:

- (1) DHS Management Directive 11042.1 Safeguarding Sensitive But Unclassified (for Official Use Only) Information
- (2) DHS Sensitive Systems Policy Directive 4300A
- (3) DHS 4300A Sensitive Systems Handbook and Attachments
- (4) DHS Security Authorization Process Guide
- (5) DHS Handbook for Safeguarding Sensitive Personally Identifiable Information
- (6) DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program
- (7) DHS Information Security Performance Plan (current fiscal year)
- (8) DHS Privacy Incident Handling Guidance
- (9) Federal Information Processing Standard (FIPS) 140-2 Security Requirements for Cryptographic Modules accessible at <http://csrc.nist.gov/groups/STM/cmvp/standards.html>
- (10) National Institute of Standards and Technology (NIST) Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations accessible at <http://csrc.nist.gov/publications/PubsSPs.html>
- (11) NIST Special Publication 800-88 Guidelines for Media Sanitization accessible at <http://csrc.nist.gov/publications/PubsSPs.html>

(d) *Handling of Sensitive Information.* Contractor compliance with this clause, as well as the policies and procedures described below, is required.

(1) Department of Homeland Security (DHS) policies and procedures on Contractor personnel security requirements are set forth in various Management Directives (MDs), Directives, and Instructions. *MD 11042.1, Safeguarding Sensitive But Unclassified (For Official Use Only) Information* describes how Contractors must handle sensitive but unclassified information. DHS uses the term "FOR OFFICIAL USE ONLY" to identify sensitive but unclassified information that is not otherwise categorized by statute or regulation. Examples of sensitive information that are categorized by statute or regulation are PCII, SSI, etc. The *DHS Sensitive Systems Policy Directive 4300A* and the *DHS 4300A Sensitive Systems Handbook* provide the policies and procedures on security for Information Technology (IT) resources. The *DHS Handbook for Safeguarding Sensitive Personally Identifiable Information* provides guidelines to help safeguard

SPII in both paper and electronic form. *DHS Instruction Handbook 121-01-007 Department of Homeland Security Personnel Suitability and Security Program* establishes procedures, program responsibilities, minimum standards, and reporting protocols for the DHS Personnel Suitability and Security Program.

(2) The Contractor shall not use or redistribute any sensitive information processed, stored, and/or transmitted by the Contractor except as specified in the contract.

(3) All Contractor employees with access to sensitive information shall execute *DHS Form 11000-6, Department of Homeland Security Non-Disclosure Agreement (NDA)*, as a condition of access to such information. The Contractor shall maintain signed copies of the NDA for all employees as a record of compliance. The Contractor shall provide copies of the signed NDA to the Contracting Officer's Representative (COR) no later than two (2) days after execution of the form.

(4) The Contractor's invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions shall not maintain SPII. It is acceptable to maintain in these systems the names, titles and contact information for the COR or other Government personnel associated with the administration of the contract, as needed.

(e) *Authority to Operate*. The Contractor shall not input, store, process, output, and/or transmit sensitive information within a Contractor IT system without an Authority to Operate (ATO) signed by the Headquarters or Component CIO, or designee, in consultation with the Headquarters or Component Privacy Officer. Unless otherwise specified in the ATO letter, the ATO is valid for three (3) years. The Contractor shall adhere to current Government policies, procedures, and guidance for the Security Authorization (SA) process as defined below.

(1) Complete the Security Authorization process. The SA process shall proceed according to the *DHS Sensitive Systems Policy Directive 4300A* (Version 11.0, April 30, 2014), or any successor publication, *DHS 4300A Sensitive Systems Handbook* (Version 9.1, July 24, 2012), or any successor publication, and the *Security Authorization Process Guide* including templates.

(i) Security Authorization Process Documentation. SA documentation shall be developed using the Government provided Requirements Traceability Matrix and Government security documentation templates. SA documentation consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). During the development of SA documentation, the Contractor shall submit a signed SA package, validated by an independent third party, to the COR for acceptance by the Headquarters or Component CIO, or designee, at least thirty (30) days prior to the date of operation of the IT system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of a modified SA package. Once the ATO has been accepted by the Headquarters or Component CIO, or designee, the Contracting Officer shall incorporate the ATO into the contract as a compliance

document. The Government's acceptance of the ATO does not alleviate the Contractor's responsibility to ensure the IT system controls are implemented and operating effectively.

(ii) *Independent Assessment.* Contractors shall have an independent third party validate the security and privacy controls in place for the system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in *NIST Special Publication 800-53 Security and Privacy Controls for Federal Information Systems and Organizations*. The Contractor shall address all deficiencies before submitting the SA package to the Government for acceptance.

(iii) *Support the completion of the Privacy Threshold Analysis (PTA) as needed.* As part of the SA process, the Contractor may be required to support the Government in the completion of the PTA. The requirement to complete a PTA is triggered by the creation, use, modification, upgrade, or disposition of a Contractor IT system that will store, maintain and use PII, and must be renewed at least every three (3) years. Upon review of the PTA, the DHS Privacy Office determines whether a Privacy Impact Assessment (PIA) and/or Privacy Act System of Records Notice (SORN), or modifications thereto, are required. The Contractor shall provide all support necessary to assist the Department in completing the PIA in a timely manner and shall ensure that project management plans and schedules include time for the completion of the PTA, PIA, and SORN (to the extent required) as milestones. Support in this context includes responding timely to requests for information from the Government about the use, access, storage, and maintenance of PII on the Contractor's system, and providing timely review of relevant compliance documents for factual accuracy. Information on the DHS privacy compliance process, including PTAs, PIAs, and SORNs, is accessible at <http://www.dhs.gov/privacy-compliance>.

(2) *Renewal of ATO.* Unless otherwise specified in the ATO letter, the ATO shall be renewed every three (3) years. The Contractor is required to update its SA package as part of the ATO renewal process. The Contractor shall update its SA package by one of the following methods: (1) Updating the SA documentation in the DHS automated information assurance tool for acceptance by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls; or (2) Submitting an updated SA package directly to the COR for approval by the Headquarters or Component CIO, or designee, at least 90 days before the ATO expiration date for review and verification of security controls. The 90 day review process is independent of the system production date and therefore it is important that the Contractor build the review into project schedules. The reviews may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place.

(3) *Security Review.* The Government may elect to conduct random periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS, the Office of the Inspector General, and other Government organizations access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Headquarters or Component CIO, or designee, to coordinate and participate in review and inspection activity by Government organizations

external to the DHS. Access shall be provided, to the extent necessary as determined by the Government, for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of Government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

(4) *Continuous Monitoring.* All Contractor-operated systems that input, store, process, output, and/or transmit sensitive information shall meet or exceed the continuous monitoring requirements identified in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The plan is updated on an annual basis. The Contractor shall also store monthly continuous monitoring data at its location for a period not less than one year from the date the data is created. The data shall be encrypted in accordance with *FIPS 140-2 Security Requirements for Cryptographic Modules* and shall not be stored on systems that are shared with other commercial or Government entities. The Government may elect to perform continuous monitoring and IT security scanning of Contractor systems from Government tools and infrastructure.

(5) *Revocation of ATO.* In the event of a sensitive information incident, the Government may suspend or revoke an existing ATO (either in part or in whole). If an ATO is suspended or revoked in accordance with this provision, the Contracting Officer may direct the Contractor to take additional security measures to secure sensitive information. These measures may include restricting access to sensitive information on the Contractor IT system under this contract. Restricting access may include disconnecting the system processing, storing, or transmitting the sensitive information from the Internet or other networks or applying additional security controls.

(6) *Federal Reporting Requirements.* Contractors operating information systems on behalf of the Government or operating systems containing sensitive information shall comply with Federal reporting requirements. Annual and quarterly data collection will be coordinated by the Government. Contractors shall provide the COR with requested information within three (3) business days of receipt of the request. Reporting requirements are determined by the Government and are defined in the *Fiscal Year 2014 DHS Information Security Performance Plan*, or successor publication. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for Contractor systems.

(f) *Sensitive Information Incident Reporting Requirements.*

(1) All known or suspected sensitive information incidents shall be reported to the Headquarters or Component Security Operations Center (SOC) within one hour of discovery in accordance with *4300A Sensitive Systems Handbook Incident Response and Reporting* requirements. When notifying the Headquarters or Component SOC, the Contractor shall also notify the Contracting Officer, COR, Headquarters or Component Privacy Officer, and US-CERT using the contact information identified in the contract. If the incident is reported by phone or the Contracting Officer's email address is not immediately available, the Contractor shall contact the Contracting Officer immediately after reporting the incident to the Headquarters or Component SOC. The Contractor shall not include any sensitive information in the subject or body of any e-mail. To

transmit sensitive information, the Contractor shall use *FIPS 140-2 Security Requirements for Cryptographic Modules* compliant encryption methods to protect sensitive information in attachments to email. Passwords shall not be communicated in the same email as the attachment. A sensitive information incident shall not, by itself, be interpreted as evidence that the Contractor has failed to provide adequate information security safeguards for sensitive information, or has otherwise failed to meet the requirements of the contract.

(2) If a sensitive information incident involves PII or SPII, in addition to the reporting requirements in *4300A Sensitive Systems Handbook Incident Response and Reporting*, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

- (i) Data Universal Numbering System (DUNS);
- (ii) Contract numbers affected unless all contracts by the company are affected;
- (iii) Facility CAGE code if the location of the event is different than the prime contractor location;
- (iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, email);
- (v) Contracting Officer POC (address, telephone, email);
- (vi) Contract clearance level;
- (vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
- (viii) Government programs, platforms or systems involved;
- (ix) Location(s) of incident;
- (x) Date and time the incident was discovered;
- (xi) Server names where sensitive information resided at the time of the incident, both at the Contractor and subcontractor level;
- (xii) Description of the Government PII and/or SPII contained within the system;
- (xiii) Number of people potentially affected and the estimate or actual number of records exposed and/or contained within the system; and
- (xiv) Any additional information relevant to the incident.

(g) *Sensitive Information Incident Response Requirements.*

(1) All determinations related to sensitive information incidents, including response activities, notifications to affected individuals and/or Federal agencies, and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer in consultation with the Headquarters or Component CIO and Headquarters or Component Privacy Officer.

(2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

(3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:

- (i) Inspections,
- (ii) Investigations,
- (iii) Forensic reviews, and
- (iv) Data analyses and processing.

(4) The Government, at its sole discretion, may obtain the assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(h) *Additional PII and/or SPII Notification Requirements.*

(1) The Contractor shall have in place procedures and the capability to notify any individual whose PII resided in the Contractor IT system at the time of the sensitive information incident not later than 5 business days after being directed to notify individuals, unless otherwise approved by the Contracting Officer. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, utilizing the *DHS Privacy Incident Handling Guidance*. The Contractor shall not proceed with notification unless the Contracting Officer, in consultation with the Headquarters or Component Privacy Officer, has determined in writing that notification is appropriate.

(2) Subject to Government analysis of the incident and the terms of its instructions to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

- (i) A brief description of the incident;
- (ii) A description of the types of PII and SPII involved;
- (iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
- (iv) Steps individuals may take to protect themselves;
- (v) What the Contractor and/or the Government are doing to investigate the incident, to mitigate the incident, and to protect against any future incidents; and
- (vi) Information identifying who individuals may contact for additional information.

(i) *Credit Monitoring Requirements.* In the event that a sensitive information incident involves PII or SPII, the Contractor may be required to, as directed by the Contracting Officer:

(1) Provide notification to affected individuals as described above; and/or

(2) Provide credit monitoring services to individuals whose data was under the control of the Contractor or resided in the Contractor IT system at the time of the sensitive information incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company

with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:

- (i) Triple credit bureau monitoring;
- (ii) Daily customer service;
- (iii) Alerts provided to the individual for changes and fraud; and
- (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts; and/or

(3) Establish a dedicated call center. Call center services shall include:

- (i) A dedicated telephone number to contact customer service within a fixed period;
- (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
- (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
- (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
- (v) Customized FAQs, approved in writing by the Contracting Officer in coordination with the Headquarters or Component Chief Privacy Officer; and
- (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

(j) *Certification of Sanitization of Government and Government-Activity-Related Files and Information.* As part of contract closeout, the Contractor shall submit the certification to the COR and the Contracting Officer following the template provided in *NIST Special Publication 800-88 Guidelines for Media Sanitization*.

(End of clause)

INFORMATION TECHNOLOGY SECURITY AND PRIVACY TRAINING (MAR 2015)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements.*

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user’s responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later

than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually and the COR will provide notification when a review is required.

(c) *Privacy Training Requirements.* All Contractor and subcontractor employees that will have access to Personally Identifiable Information (PII) and/or Sensitive PII (SPII) are required to take *Privacy at DHS: Protecting Personal Information* before accessing PII and/or SPII. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall also complete the training before accessing PII and/or SPII. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Initial training certificates for each Contractor and subcontractor employee shall be provided to the COR not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(End of clause)

SECURITY REQUIREMENTS

General: Performance under this Contract Detention Facility agreement requires access to sensitive DHS information and will involve direct contact with ICE Detainees. The Service Provider shall adhere to the following.

Contractor Employee Fitness Screening: Screening criteria under DHS Instruction 121-01-007-001 (Personnel Security, Suitability and Fitness Program), or successor thereto, that may exclude contractor employees from consideration to perform under this agreement includes:

- Misconduct or negligence in employment;
- Criminal or dishonest conduct;
- Material, intentional false statement or deception of fraud in examination or appointment;
- Refusal to furnish testimony as required by 5 CFR § 5.4 (i.e., a refusal to provide testimony to the Merit Systems Protection Board or the Office of Special Counsel);
- Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation.
- Alcohol abuse, without evidence of substantial rehabilitation, of a nature and duration that suggests that the applicant or appointee would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of the applicant or appointee or others;
- Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation;
- Knowing and willful engagement in acts or activities designed to overthrow the U.S. Government by force;
- Any statutory or regulatory bar which prevents the lawful employment of the person involved in the position in question (for Excepted Service employees); and
- Any other nondiscriminatory reason that an individual's employment (or work on a contract) would not protect the integrity of promote the efficiency of the service.

Contractor Employee Fitness Screening: Screening criteria under 6 CFR § 115.117 (Sexual Abuse and Assault Prevention Standards) implemented pursuant to Public Law 108-79 (Prison Rape Elimination Act (PREA) of 2003) or successor thereto, that WILL exclude contractor employees from consideration to perform under this agreement includes:

- Engaged in Sexual Abuse in a Prison, Jail, Holding Facility, Community Confinement Facility, Juvenile Facility, or other Institution as defined under 42 USC 1997;
- Convicted of engaging or attempting to engage in sexual activity facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse;
- Civilly or administratively adjudicated to have engaged in such activity.

Subject to existing law, regulations and/or other provisions of this Agreement, illegal or undocumented aliens shall not be employed by the Service Provider.

GENERAL

The United States Immigration and Customs Enforcement (ICE) has determined that

performance of the tasks as described in contract agreement (#) 70CDCR20D00000003 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information and ICE Detainees, and that the Contractor will adhere to the following:

PRELIMINARY FITNESS DETERMINATION

ICE will 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 Fitness screening process. ICE may, as it deems appropriate, authorize and make a favorable expedited preliminary Fitness determination based on preliminary security checks. The preliminary Fitness determination will allow the contractor employee to commence work temporarily prior to the completion of a Full Field Background Investigation. The granting of a favorable preliminary Fitness shall not be considered as assurance that a favorable final Fitness determination will follow as a result thereof. The granting of preliminary Fitness or final Fitness shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by ICE, at any time during the term of the contract. No employee of the Contractor shall be allowed to enter on duty and/or access sensitive information or systems without a favorable preliminary Fitness determination or final Fitness 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 preliminary Fitness determination or final Fitness determination by OPR-PSU. Contract employees are processed under DHS Instruction 121-01-007-001 (Personnel Security, Suitability and Fitness Program), or successor thereto; those having direct contact with Detainees will also have 6 CFR § 115.117 considerations made as part of the Fitness screening process.

BACKGROUND INVESTIGATIONS

Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information and/or ICE Detainees, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Contractor employees nominated by a Contracting Officer Representative for consideration to support this contract shall submit the following security vetting documentation to OPR-PSU, through the Contracting Officer Representative (COR), within 10 days of notification by OPR-PSU of nomination by the COR and initiation of an Electronic Questionnaire for Investigation Processing (e-QIP) in the Office of Personnel Management (OPM) automated on-line system.

1. Standard Form 85P (Standard Form 85PS (With supplement to 85P required for armed positions)), "Questionnaire for Public Trust Positions" Form completed on-line and archived by the contractor employee in their OPM e-QIP account.
2. Signature Release Forms (Three total) generated by OPM e-QIP upon completion of Questionnaire (e-signature recommended/acceptable – instructions provided to applicant by OPR-PSU). Completed on-line and archived by the contractor employee in their OPM e-QIP account.

3. Two (2) SF 87 (Rev. December 2017) Fingerprint Cards. **(Two Original Cards sent via COR to OPR-PSU)**
4. Foreign National Relatives or Associates Statement. (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)
5. DHS 11000-9, “Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act” (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)
6. Optional Form 306 Declaration for Federal Employment (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)
7. Questionnaire regarding conduct defined under 6 CFR § 115.117 (Sexual Abuse and Assault Prevention Standards) (This document sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)
8. One additional document may be applicable if contractor employee was born abroad. If applicable, additional form and instructions will be provided to contractor employee. (If applicable, the document will be sent as an attachment in an e-mail to contractor employee from OPR-PSU – must be signed and archived into contractor employee’s OPM e-QIP account prior to electronic “Release” of data via on-line account)

Contractor employees who have an adequate, current investigation by another Federal Agency may not be required to submit complete security packages; the investigation may be accepted under reciprocity. The questionnaire related to 6 CFR § 115.117 listed above in item 7 will be required for positions designated under PREA.

An adequate and current investigation is one where the investigation is not more than five years old, meets the contract risk level requirement, and applicant has not had a break in service of more than two years. (Executive Order 13488 amended under Executive Order 13764/DHS Instruction 121-01-007-01)

Required information for submission of security packet will be provided by OPR-PSU at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU as notified by the COR.

To ensure adequate background investigative coverage, contractor employees must currently reside in the United States or its Territories. Additionally, contractor employees are required to have resided within the United States or its Territories for three or more years out of the last five (ICE retains the right to deem a contractor employee ineligible due to insufficient background coverage). This time-line is assessed based on the signature date of the standard form questionnaire submitted for the applied position. Contractor employees falling under the following situations may be exempt from the residency requirement: 1) work or worked for the U.S. Government in foreign countries in federal civilian or military capacities; 2) were or are dependents accompanying a federal civilian or a military employee serving in foreign countries so long as they were or are authorized by the U.S. Government to accompany their federal civilian or military sponsor in the foreign location; 3) worked as a contractor employee, volunteer, consultant or intern on behalf of the federal government overseas, where stateside coverage can be obtained to complete the background investigation; 4) studied abroad at a U.S. affiliated college or university; or 5) have a current and adequate background investigation (commensurate with the position risk/sensitivity levels) completed for a federal or contractor employee position, barring any break in federal employment or federal sponsorship.

Only U.S. Citizens and Legal Permanent Residents are eligible for employment on contracts requiring access to DHS sensitive information unless an exception is granted as outlined under DHS Instruction 121-01-007-001. Per DHS Sensitive Systems Policy Directive 4300A, only U.S. citizens are eligible for positions requiring access to DHS Information Technology (IT) systems or positions that are involved in the development, operation, management, or maintenance of DHS IT systems, unless an exception is granted as outlined under DHS Instruction 121-01-007-001.

TRANSFERS FROM OTHER DHS CONTRACTS:

Contractor employees may be eligible for transfer from other DHS Component contracts provided they have an adequate and current investigation meeting the new assignment requirement. If the contractor employee does not meet the new assignment requirement a DHS 11000-25 with ICE supplemental page will be submitted to OPR-PSU to initiate a new investigation.

Transfers will be accomplished by submitting a DHS 11000-25 with ICE supplemental page indicating "Contract Change." The questionnaire related to 6 CFR § 115.117 listed above in item 7 will be required for positions designated under PREA.

CONTINUED ELIGIBILITY

ICE reserves the right and prerogative to deny and/or restrict facility and information access of any contractor employee whose actions conflict with Fitness standards contained in DHS Instruction 121-01-007-01, Chapter 3, paragraph 6.B or who violate standards of conduct under 6 CFR § 115.117. The Contracting Officer or their representative can determine if a risk of compromising sensitive Government information exists or if the efficiency of service is at risk and may direct immediate removal of a contractor employee from contract support. The OPR-PSU will conduct periodic reinvestigations every 5 years, or when derogatory information is

received, to evaluate continued Fitness of contractor employees.

REQUIRED REPORTS

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

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

The Contractor will provide, through the COR a Quarterly Report containing the names of contractor employees who are active, pending hire, have departed within the quarter or have had a legal name change (Submitted with documentation). The list shall include the Name, Position and SSN (Last Four) and should be derived from system(s) used for contractor payroll/voucher processing to ensure accuracy.

CORs will submit reports to psu-industrial-security@ice.dhs.gov

Contractors, who are involved with management and/or use of information/data deemed "sensitive" to include "law enforcement sensitive" are required to complete the DHS Form 11000-6-Sensitive but Unclassified Information NDA for contractor access to sensitive information. The NDA will be administered by the COR to the all contract personnel within 10 calendar days of the entry on duty date. The completed form shall remain on file with the COR for purpose of administration and inspection.

Sensitive information as defined under the Computer Security Act of 1987, Public Law 100-235 is information not otherwise categorized by statute or regulation that if disclosed could have an adverse impact on the welfare or privacy of individuals or on the welfare or conduct of Federal programs or other programs or operations essential to the national interest. Examples of sensitive information include personal data such as Social Security numbers; trade secrets; system vulnerability information; pre-solicitation procurement documents, such as statements of work; and information pertaining to law enforcement investigative methods; similarly, detailed reports related to computer security deficiencies in internal controls are also sensitive information because of the potential damage that could be caused by the misuse of this information. All sensitive information must be protected from loss, misuse, modification, and unauthorized access in accordance with DHS Management Directive 11042.1, *DHS Policy for Sensitive Information* and ICE Policy 4003, *Safeguarding Law Enforcement Sensitive Information.*"

Any unauthorized disclosure of information should be reported to ICE.ADSEC@ICE.dhs.gov.

SECURITY MANAGEMENT

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

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

INFORMATION TECHNOLOGY SECURITY CLEARANCE

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in DHS MD 4300.1, *Information Technology Systems Security*, or its replacement. Contractor employees must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

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

INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

In accordance with Chief Information Office requirements and provisions, all contractor employees accessing Department IT systems or processing DHS sensitive data via an IT system will require an ICE issued/provisioned Personal Identity Verification (PIV) card. Additionally, Information Assurance Awareness Training (IAAT) will be required upon initial access and annually thereafter. IAAT training will be provided by the appropriate component agency of DHS.

Contractor employees, 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, systems rules of behavior, to include Unauthorized Disclosure Training, available on PALMS or by contacting ICE.ADSEC@ICE.dhs.gov. Department contractor employees, 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. System Administrators should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

INCORPORATION OF DHS PREA STANDARDS

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

115.6 Definitions Related to Sexual Abuse and Assault

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

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

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

the staff member, contractor, or volunteer has the intent to abuse, arouse, or gratify sexual desire;

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

PREVENTION PLANNING

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

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

115.13 Detainee supervision and monitoring.

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

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

115.15 Limits to cross-gender viewing and searches.

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

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

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

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

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

115.17 Hiring and promotion decisions.

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

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

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

115.18 Upgrades to facilities and technologies.

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

RESPONSIVE PLANNING

115.21 Evidence protocols and forensic medical examinations.

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

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

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

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

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

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

TRAINING AND EDUCATION

115.31 Staff training.

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

115.32 Other training.

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

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

115.33 Detainee education.

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

115.34 Specialized training: Investigations.

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

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

115.35 Specialized training: Medical and mental health care.

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

ASSESSMENT FOR RISK OF SEXUAL VICTIMIZATION AND ABUSIVENESS

115.41 Assessment for risk of victimization and abusiveness.

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

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

115.42 Use of assessment information.

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

115.43 Protective custody.

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

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

REPORTING

115.51 Detainee reporting.

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

115.52 Grievances.

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

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

115.53 Detainee access to outside confidential support services.

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

115.54 Third-party reporting.

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

OFFICIAL RESPONSE FOLLOWING A DETAINEE REPORT

115.61 Staff reporting duties.

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

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

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

115.62 Protection duties.

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

115.63 Reporting to other confinement facilities.

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

115.64 Responder duties.

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

115.65 Coordinated response.

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

115.66 Protection of detainees from contact with alleged abusers.

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

115.67 Agency protection against retaliation.

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

115.68 Post-allegation protective custody.

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

INVESTIGATIONS

115.71 Criminal and administrative investigations.

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

DISCIPLINE

115.76 Disciplinary sanctions for staff.

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

115.77 Corrective action for contractors and volunteers.

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

115.78 Disciplinary sanctions for detainees.

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

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

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

MEDICAL AND MENTAL CARE

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

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

115.82 Access to emergency medical and mental health services.

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

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

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

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

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

DATA COLLECTION AND REVIEW

115.86 Sexual abuse incident reviews.

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

115.87 Data collection.

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

AUDITS AND COMPLIANCE

115.93 Audits of standards.

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

ADDITIONAL PROVISIONS IN AGENCY POLICIES

115.95 Additional provisions in agency policies.

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

2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192120FA000000011.5	5. PROJECT NO. (If applicable)
---	------------------------------------	---	--------------------------------

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

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE (b)(6);
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE ATTN (b)(6); (b)(7)(C) 4955 TECHNOLOGY WAY BOCA RATON FL 334313367	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR20D00000003 70CDCR20FR0000005 10B. DATED (SEE ITEM 13) 12/04/2019
CODE 6127064650000 FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)
See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) IAW ICE 70CDCR19FR0000005_P00007; and Funding Action

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 612706465
Points of Contact:
Contracting Officer's Representative: (b)(6); (b)(7)(C)
Phone: (210) 231-(b)(6);
E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate Contracting Officer's Representative: (b)(6); (b)(7)(C)
Phone: (210) 231-(b)(6);
E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov

Field Office Point of Contact: (b)(6); (b)(7)(C)
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C)
	16C. DATE SIGNED 2/13/2020

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REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000003/70CDCR20FR0000005/P00003

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Phone: 512-236-(b)(6); Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Contracting Officer: (b)(6); (b)(7)(C) Phone: 202-732-(b)(6); Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Contract Specialist: (b)(6); (b)(7)(C) Phone: 202-732-(b)(6); Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Vendor Point of Contact: (b)(6); (b)(7)(C) Phone: 561-999-(b)(6); Email: (b)(6);@geogroup.com</p> <p>There is one requisition associated with this modification: 192120FAO00000011.5</p> <p>The purpose of modification P00003 to task order 70CDCR20FR0000005 for Detention and Detention Related Services at the South Texas ICE Processing Center (STIPC) located in Pearsall, Texas is to:</p> <p>1) Increase the On-Call Services rate in accordance with recent REA 70CDCR19FR0000005 P00007; and</p> <p>2) Add funding in the amount of (b)(4)</p> <p>The total amount of the contract is increased:</p> <p>From (b)(4) By: To:</p> <p>Please see the Contract Line Item Number (CLIN) for details. Discount Terms: Net 30 Period of Performance: 12/06/2019 to 03/05/2020</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>GUARANTEED MANDAYS Guaranteed Minimum Bed Day Rate: (b)(4) per diem under the minimum guarantee of 1350</p> <p>The amount for this CLIN has increased: Continued ...</p>	(b)(4)			

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	From (b)(4) By: To: The quantity has increased: From (b)(4) By: To: Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4) Accounting Info: (b)(7)(E) Funded: (b)(4)				
0002	ABOVE GUARANTEED MINIMUM MANDAYS Above Guaranteed Minimum: 1351-1800 Bed-Days Rate: (b)(4) The amount for this CLIN has increased: From (b)(4) By: To: The quantity has increased: From (b)(4) By: To: Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...				(b)(4)

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REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p> <p>TRANSPORTATION (COURT AND MEDICAL)</p> <p>The amount has increased: From (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(6); (b)(7)(C)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p>				(b)(4)
0005	<p>Change Item 0005 to read as follows (amount shown is the obligated amount):</p> <p>ON CALL DETENTION SERVICES</p> <p>Continued ...</p>				(b)(4)

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REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000003/70CDCR20FR0000005/P00003

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The On-Call Detention Services rate is (b)(4) effective the start of the task order, 12/6/2019.</p> <p>The amount has increased: From (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 0006 to read as follows (amount shown is the obligated amount):</p>				
0006	<p>DETAINEE WORK PROGRAM Rate: \$1.00</p> <p>The amount for this CLIN has increased: From: \$17,100.00 By: \$33,980.00 To: \$51,080.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: Continued ...</p>	33980	EA	1.00	33,980.00

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0007	<p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 0007 to read as follows (amount shown is the obligated amount):</p> <p>FUEL The COR will verify charges.</p> <p>The amount for this CLIN has increased: From (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(7)(E)</p> <p>Notwithstanding the period of performance indicated in this task order, the funding provided in this modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p>				(b)(4)

2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6)
CODE ICE/DCR ICE/DETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW SUITE (b)(6); WASHINGTON DC 20536 (b)(7)(C)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE ATTN: (b)(6); (b)(7)(C) 4955 TECHNOLOGY WAY BOCA RATON FL 334313367	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR20D00000003 70CDCR20FR0000005 10B. DATED (SEE ITEM 13) 12/04/2019
CODE 6127064650000 FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 612706465
 Points of Contact:
 Contracting Officer's Representative: (b)(6); (b)(7)(C)
 Phone: (210) 231-(b)(6);
 E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate Contracting Officer's Representative: (b)(6); (b)(7)(C)
 Phone: (210) 231-(b)(6);
 E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov

Field Office Point of Contact: (b)(6); (b)(7)(C)

Continued ...

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

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

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Phone: 512-236-(b)(6); Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Contracting Officer: (b)(6); (b)(7)(C) Phone: 202-732-(b)(6); Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Contract Specialist: (b)(6); (b)(7)(C) Phone: 202-732-(b)(6); Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Vendor Point of Contact: (b)(6); (b)(7)(C) Phone: 561-999-(b)(6); Email: (b)(6);@geogroup.com</p> <p>There is no requisition associated with this modification.</p> <p>The purpose of modification P00004 to task order 70CDCR20FR0000005 for Detention and Detention Related Services at the South Texas ICE Processing Center (STIPC) located in Pearsall, Texas is an administrative modification to extend the period of performance for CLINS 0001 - 0007 to account for Option Period 1's period of performance. CLINS 0001-0007 have been funded to account for the additional time period. The period of performance is now 12/06/2019 - 05/05/2020.</p> <p>Discount Terms: Net 30 Period of Performance: 12/06/2019 to 05/05/2020</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p>				
0001	<p>GUARANTEED MANDAYS Guaranteed Minimum Bed Day Rate: (b)(4) per diem under the minimum guarantee of 1350</p> <p>The value and quantity remain the same at (b)(4) and a quantity of (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: Continued ...</p>	(b)(4)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000003/70CDCR20FR0000005/P00004

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p>				
0002	<p>ABOVE GUARANTEED MINIMUM MANDAYS</p> <p>Above Guaranteed Minimum: 1351-1800 Bed-Days</p> <p>Rate: (b)(4)</p> <p>The value and quantity remain the same at (b)(4) and quantity of (b)(4)</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(6)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p>	(b)(4)			
0003	<p>TRANSPORTATION (COURT AND MEDICAL)</p> <p>The value remains the same at (b)(4)</p> <p>Product/Service Code: S206</p> <p>Continued ...</p>				(b)(4)

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(6); (b)(7)(C)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 0005 to read as follows (amount shown is the obligated amount):</p> <p>0005 ON CALL DETENTION SERVICES</p> <p>The On-Call Detention Services rate is (b)(4) effective the start of the task order, 12/6/2019.</p> <p>The value remains the same at (b)(4)</p> <p>Product/Service Code: S206</p> <p>Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 0006 to read as follows (amount shown is the obligated amount):</p> <p>0006 DETAINEE WORK PROGRAM</p> <p>Continued ...</p>				(b)(4)
0006	<p>0006 DETAINEE WORK PROGRAM</p> <p>Continued ...</p>	51080	EA	1.00	0.00

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0007	<p>Rate: \$1.00</p> <p>The value remains the same at \$51,080.00. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 0007 to read as follows (amount shown is the obligated amount):</p> <p>FUEL The COR will verify charges.</p> <p>The value remains the same from at (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Notwithstanding the period of performance indicated in this task order, the funding provided in this modification is the amount Continued ...</p>				(b)(4)

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p>				

2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192120FA000000011.7	5. PROJECT NO. (If applicable)
---	------------------------------------	---	--------------------------------

6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6)
ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW SUITE (b)(6); WASHINGTON DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE ATTN: (b)(6); (b)(7)(C) 4955 TECHNOLOGY WAY BOCA RATON FL 334313367	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR20D00000003 70CDCR20FR0000005 10B. DATED (SEE ITEM 13) 12/04/2019
CODE 6127064650000 FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)

See Schedule

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

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

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

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

DUNS Number: 612706465

Points of Contact:

Contracting Officer's Representative: (b)(6); (b)(7)(C)

Phone: (210) 231-(b)(6);

E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate Contracting Officer's Representative: (b)(6); (b)(7)(C)

Phone: (210) 231-(b)(6);

E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate Contracting Officer's Representative: (b)(6); (b)(7)(C)

Continued ...

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

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

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Phone: (210) 283-(b)(6)</p> <p>Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Contracting Officer: (b)(6); (b)(7)(C)</p> <p>Phone: 202-732-(b)(6)</p> <p>Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Contract Specialist: (b)(6); (b)(7)(C)</p> <p>Phone: 202-732-(b)(6)</p> <p>Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Vendor Point of Contact: (b)(6); (b)(7)(C)</p> <p>Phone: 561-999-(b)(6)</p> <p>Email: (b)(6)@geogroup.com</p> <p>There is one requisition associated with this modification: 192120FAO00000011.7</p> <p>The purpose of modification P00005 to task order 70CDCR20FR0000005 for Detention and Detention Related Services at the South Texas Detention Center located in Pearsall, Texas is to:</p> <ol style="list-style-type: none"> 1) Incorporate CLINs 2001, 2003, 2006, and 2008. 2) Extend the period of performance until 08/05/2020. 3) Add funding in the amount of (b)(4) Please see the Contract Line Item Number (CLIN) for details. 4) Remove Nancy Kennamer as the Field Office Point of Contact on the task order; and 5) Add Michael Sheridan as an Alternate Contracting Officer's Representative (ACOR) and the Field Office Point of Contact on the task order <p>The total amount of the contract is increased:</p> <p>From (b)(4)</p> <p>By:</p> <p>To:</p> <p>Discount Terms: Net 30</p> <p>Delivery Location Code: 000000 VARIOUS LOCATIONS</p> <p>Period of Performance: 12/06/2019 to 08/05/2020</p> <p>Add Item 2001 as follows: Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000003/70CDCR20FR0000005/P00005

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001	<p>Option Period 2: Detention and Detention Related Services Guaranteed Minimum Bed Day Rate: (b)(4) per diem under the minimum guarantee of 1350</p> <p>The amount for this CLIN has increased:</p> <p>From: (b)(4) By: To: Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Add Item 2003 as follows:</p>				(b)(4)
2003	<p>Option Period 2: Transportation (Court & Medical) Rate: (b)(4) per month</p> <p>The amount for this CLIN has increased:</p> <p>From (b)(4) By: To: Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Add Item 2006 as follows:</p>				(b)(4)
2006	<p>Option Period 2: Detainee Work Program</p> <p>The amount for this CLIN has increased:</p> <p>From: (b)(4) By: To: Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2008	<p>Delivery: 1 Days After Award Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Add Item 2008 as follows:</p> <p>Travel</p> <p>The amount for this CLIN has increased:</p> <p>From (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Delivery: 05/06/2020 Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Notwithstanding the period of performance indicated in this task order, the funding provided in this modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p>				(b)(4)

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 12/04/2019		2. CONTRACT NO. (If any) 70CDCR20D00000003		6. SHIP TO:	
3. ORDER NO. 70CDCR20FR0000005		4. REQUISITION/REFERENCE NO. 192120FA00000011.1		a. NAME OF CONSIGNEE ICE ENFORCEMENT AND REMOVAL	
5. ISSUING OFFICE (Address correspondence to) ICE DETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW SUITE (b)(6); (b)(7)(C) WASHINGTON DC 20536				b. STREET ADDRESS IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW SUITE (b)(6); (b)(7)(C)	
				c. CITY WASHINGTON	e. ZIP CODE 20536
7. TO: (b)(6); (b)(7)(C)				f. SHIP VIA	
a. NAME OF CONTRACTOR GEO GROUP INC THE				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 4955 TECHNOLOGY WAY				REFERENCE YOUR:	
d. CITY BOCA RATON				e. STATE FL	
				f. ZIP CODE 334313367	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE ICE ENFORCEMENT REMOVAL	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM	<input type="checkbox"/> h. EDWOSB			
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 612706465 Points of Contact: COR: (b)(6); (b)(7)(C) Phone: (210) 231-(b)(6); (b)(7)(C) Email: (b)(6); (b)(7)(C)@ice.dhs.gov Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME DHS ICE		(b)(4)				17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) BURLINGTON FINANCE CENTER PO BOX 1620 ATTN ICE-ERODRO-FOD-FAO		(b)(4)				
c. CITY WILLISTON		d. STATE VT	e. ZIP CODE 05495-1620			
22. UNITED STATES OF AMERICA BY (Signature) (b)(6); (b)(7)(C)				23. NAME (Typed) (b)(6); (b)(7)(C) TITLE: CONTRACTING/ORDERING OFFICER		

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

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

DATE OF ORDER 12/04/2019	CONTRACT NO. 70CDCR20D00000003	ORDER NO. 70CDCR20FR0000005
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Field Office Point of Contact: (b)(6); (b)(7)(C)</p> <p>(b)(6);</p> <p>Phone: 512-236-(b)(6);</p> <p>Email: (b)(6); (b)(7)(C) @ice.dhs.gov</p> <p>Contract Specialist: (b)(6); (b)(7)(C)</p> <p>Phone: 202-732-(b)(6);</p> <p>Email: (b)(6); (b)(7)(C) @ice.dhs.gov</p> <p>Contracting Officer: (b)(6); (b)(7)(C)</p> <p>Phone: 202-732-(b)(6);</p> <p>Email: (b)(6); (b)(7)(C) @ice.dhs.gov</p> <p>Vendor Point of Contact: (b)(6); (b)(7)(C)</p> <p>Phone: 561-999-(b)(6);</p> <p>Email: (b)(6); @geogroup.com</p> <p>This task order is being issued against Indefinite-Delivery Indefinite-Quantity (IDIQ) contract 70CDCR20D00000003 for Detention and Detention Related Services at the South Texas Detention Center located in Pearsall, Texas.</p> <p>Funding is in the total amount of (b)(4). Please see Contract Line Item Number (CLIN) for details. The total amount of the contract is increased:</p> <p>From (b)(4)</p> <p>By:</p> <p>To:</p> <p>The Period of Performance for this task order is currently from 12/06/2019 to 03/05/2020 which matches the base period of IDIQ 70CDCR20D00000003. The Period of Performance may be updated in this task order to match the IDIQ Period of Performance (12/6/2019-8/5/2020) by exercising options, as needed.</p> <p>Notwithstanding the period of performance indicated in this task order, the funding provided in this modification is the amount presently available for payment and Continued ...</p>					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					(b)(4)	

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 12/04/2019	CONTRACT NO. 70CDCR20D00000003	ORDER NO. 70CDCR20FR0000005
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted. Period of Performance: 12/06/2019 to 03/05/2020</p> <p>GUARANTEED MANDAYS Guaranteed Minimum Bed Day Rate (b)(4) per diem under the minimum guarantee of 1350</p> <p>The amount for this CLIN has increased: From (b)(4) By: To:</p> <p>The quantity has increased: From (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p>					
0002	<p>ABOVE GUARANTEED MINIMUM MANDAYS Above Guaranteed Minimum: 1351-1800 Bed-Days Rate: \$(b)(4)</p> <p>The amount for this CLIN has increased: From (b)(4) By: To: Continued ...</p>					

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 12/04/2019	CONTRACT NO. 70CDCR20D00000003	ORDER NO. 70CDCR20FR0000005
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0003	<p>The quantity has increased: (b)(4)</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>TRANSPORTATION (COURT AND MEDICAL)</p> <p>The amount has increased: From (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p>				(b)(4)	
0005	<p>ON CALL DETENTION SERVICES</p> <p>The amount for this CLIN has increased: From (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Continued ...</p>	(b)(4)				

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 12/04/2019	CONTRACT NO. 70CDCR20D00000003	ORDER NO. 70CDCR20FR0000005
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0006	<p>DETAINEE WORK PROGRAM Rate: \$1.00</p> <p>The amount for this CLIN has increased: From \$0.00 By: \$10,900.00 To: \$10,900.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p>	10900	EA	1.00	10,900.00	
0007	<p>FUEL The COR will verify charges.</p> <p>The amount for this CLIN has increased: From (b)(4) By: (b)(4) To: (b)(4) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Invoice Instructions: ICE - ERO Contracts</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions [Contract Specialist and Contracting Officer to disclose if on a monthly basis Continued ...</p>				(b)(4)	

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 12/04/2019	CONTRACT NO. 70CDCR20D00000003	ORDER NO. 70CDCR20FR0000005
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>or other agreed to terms"] via email, United States Postal Service (USPS) or facsimile as follows:</p> <p>a) Email:</p> <ul style="list-style-type: none"> • (b)(6); (b)(7)(C) gov • Contracting Officer Representative (COR) or Government Point of Contact (GPOC) • Contract Specialist/Contracting Officer <p>Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email.</p> <p>b) USPS:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 Williston, VT 05495-1620</p> <p>ATTN: ICE-ERO-FHQ-DMD</p> <p>The Contractors Data Universal Numbering System (DUNS) Number must be registered and active in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>c) Facsimile:</p> <p>Alternative Invoices shall be submitted to: (802)-284-(b)(6)</p> <p>Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages.</p> <p>Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov</p> <p>Continued ...</p>					

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 12/04/2019	CONTRACT NO. 70CDCR20D00000003	ORDER NO. 70CDCR20FR0000005
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable:</p> <p>(i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;</p> <p>(ii). Dunn and Bradstreet (D&B) DUNS Number;</p> <p>(iii). Invoice date and invoice number;</p> <p>(iv). Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p>(v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered;</p> <p>(vi). If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii). Terms of any discount for prompt payment offered;</p> <p>(viii). Remit to Address;</p> <p>Continued ...</p>					

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

(b)(4)

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

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

DATE OF ORDER 12/04/2019	CONTRACT NO. 70CDCR20D00000003	ORDER NO. 70CDCR20FR0000005
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(ix). Name, title, and phone number of person to resolve invoicing issues;</p> <p>(x). ICE program office designated on order/contract/agreement and</p> <p>(xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing)</p> <p>(xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Transfer - Other than System for Award Management.</p> <p>3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred.</p> <p>(iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII Continued ...</p>					

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

(b)(4)

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 12/04/2019	CONTRACT NO. 70CDCR20D00000003	ORDER NO. 70CDCR20FR0000005
-----------------------------	-----------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individuals name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required:</p> <p>(i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract.</p> <p>(ii) Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.</p> <p>(iii) Use shredders when discarding paper documents containing Sensitive PII.</p> <p>(iv) Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII.</p> <p>5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at (b)(6):(b)(7)(C)@ice.dhs.gov.</p> <p>The total amount of award: (b)(4) The obligation for this award is shown in box 17(i).</p>					

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

(b)(4)

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192120FA000000011.2	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6)
CODE ICE/DCR ICEDETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW SUITE (b)(6); WASHINGTON DC 20536	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE ATTN: (b)(6); (b)(7)(C) 4955 TECHNOLOGY WAY BOCA RATON FL 334313367	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR20D00000003 70CDCR20FR0000005 10B. DATED (SEE ITEM 13) 12/04/2019
CODE 6127064650000 FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)
 See Schedule

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 612706465
 Points of Contact:
 COR: (b)(6); (b)(7)(C)
 Phone: (210) 231-(b)(6);
 Email: (b)(6); (b)(7)(C)@ice.dhs.gov

 Field Office Point of Contact: (b)(6); (b)(7)(C)
 Phone: 512-236-(b)(6);
 Email: (b)(6); (b)(7)(C)@ice.dhs.gov

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	(b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
	16B. UNITED STATES OF AMERICA
	(b)(6); (b)(7)(C)
	16C. DATE SIGNED
	12/19/2019

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000003/70CDCR20FR00000005/P00001

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Phone: 202-732-(b)(6); Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Contracting Officer: (b)(6); (b)(7)(C) Phone: 202-732-(b)(6); Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Vendor Point of Contact: (b)(6); (b)(7)(C) Phone: 561-999-(b)(6); Email: (b)(6);@geogroup.com</p> <p>The purpose of modification P00001 to task order 70CDCR20FR00000005 for Detention and Detention Related Services at the South Texas Detention Center located in Pearsall, Texas is to add funding in the amount of (b)(4) Please see the Contract Line Item Number (CLIN) for details.</p> <p>The total amount of the contract is increased:</p> <p>From (b)(4) By: To:</p> <p>Discount Terms: Net 30 Period of Performance: 12/06/2019 to 03/05/2020</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>GUARANTEED MANDAYS Guaranteed Minimum Bed Day Rate: (b)(4) per diem under the minimum guarantee of 1350</p> <p>The amount for this CLIN has increased: From (b)(4) By: To:</p> <p>The quantity has increased: From (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E) Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000003/70CDCR20FR00000005/P00001

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Accounting Info:</p> <p>(b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Notwithstanding the period of performance indicated in this task order, the funding provided in this modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p>				

2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192120FAO00000011.4	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6)
CODE ICE/DCR	

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE (b)(6);
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	9A. AMENDMENT OF SOLICITATION NO.
GEO GROUP INC THE ATTN (b)(6); (b)(7)(C) 4955 TECHNOLOGY WAY BOCA RATON FL 334313367	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR20D00000003 70CDCR20FR0000005
	10B. DATED (SEE ITEM 13) 12/04/2019
CODE 6127064650000 FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: (b)(4)

See Schedule

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

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

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

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

DUNS Number: 612706465

Points of Contact:

Contracting Officer's Representative: (b)(6); (b)(7)(C)

Phone: (210) 231-(b)(6);

E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov

Alternate Contracting Officer's Representative (b)(6); (b)(7)(C)

Phone: (210) 231-(b)(6);

E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov

Field Office Point of Contact: (b)(6); (b)(7)(C)

Continued ...

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000003/70CDCR20FR0000005/P00002

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2 6

NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Phone: 512-236-(b)(6); Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Contracting Officer: (b)(6); (b)(7)(C) Phone: 202-732-(b)(6); Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Contract Specialist: (b)(6); (b)(7)(C) Phone: 202-732-(b)(6); Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Vendor Point of Contact: (b)(6); (b)(7)(C) Phone: 561-999-(b)(6); Email: (b)(6);@geogroup.com</p> <p>There is one requisition associated with this modification: 192120FAO00000011.4</p> <p>The purpose of modification P00002 to task order 70CDCR20FR0000005 for Detention and Detention Related Services at the South Texas ICE Processing Center (STIPC) located in Pearsall, Texas is to add funding in the amount of (b)(4). Please see the Contract Line Item Number (CLIN) for details.</p> <p>The total amount of the contract is increased:</p> <p>From (b)(4) By: To:</p> <p>See detail within the CLIN(s) for additional information. Discount Terms: Net 30 Period of Performance: 12/06/2019 to 03/05/2020</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p>				
0001	<p>GUARANTEED MANDAYS</p> <p>Guaranteed Minimum Bed Day Rate: (b)(4) per diem under the minimum guarantee of 1350</p> <p>The amount for this CLIN has increased: From (b)(4) By: To:</p> <p>Continued ...</p>	(b)(4)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000003/70CDCR20FR0000005/P00002

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The quantity has increased: From: (b)(4) By: To: Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p>				
0002	<p>ABOVE GUARANTEED MINIMUM MANDAYS Above Guaranteed Minimum: (b)(4) Bed-Days Rate: (b)(4)</p> <p>The amount for this CLIN has increased: From: (b)(4) By: To:</p> <p>The quantity has increased: From: (b)(4) By: To: Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Continued ...</p>	(b)(4)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000003/70CDCR20FR0000005/P00002

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>(b)(7)(F)</p> <p>Funded: (b)(4)</p> <p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p> <p>TRANSPORTATION (COURT AND MEDICAL)</p> <p>The amount has increased: From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p>				(b)(4)
0005	<p>ON CALL DETENTION SERVICES</p> <p>The amount for this CLIN has increased: From: (b)(4) By: To:</p> <p>Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Change Item 0006 to read as follows (amount shown Continued ...</p>	(b)(4)			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000003/70CDCR20FR00000005/P00002

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0006	<p>is the obligated amount):</p> <p>DETAINEE WORK PROGRAM Rate: \$1.00</p> <p>The amount for this CLIN has increased: From: (b)(4) By: [Redacted] To: [Redacted] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p>	6200	EA	1.00	6,200.00
0007	<p>FUEL</p> <p>The COR will verify charges.</p> <p>The amount for this CLIN has increased: From: (b)(4) By: [Redacted] To: [Redacted] Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4) Accounting Info: (b)(7)(E)</p> <p>Funded: (b)(4)</p> <p>Notwithstanding the period of performance indicated in this task order, the funding provided in this modification is the amount presently available for payment and allotted to Continued ...</p>				(b)(4)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
70CDCR20D00000003/70CDCR20FR00000005/P00002

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NAME OF OFFEROR OR CONTRACTOR
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: PAGE OF PAGES: 1 1

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ NO. 5. PROJECT NO. (If applicable)

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

ICE/Detent Mngt/Detent Contract-LAG
Immigration and Customs Enforcement
Office of Acquisition Management
24000 Avila Road, Room (b)(6);
Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (Its street, railway, State and ZIP Code)

CITY OF ELOY
628 N MAIN ST
ELOY AZ 852310628

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

X 10A. MODIFICATION OF CONTRACT ORDER NO. DROIGSA-06-00027

10B. DATED (SEE ITEM 13) 02/17/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 15, and returning copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

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

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

14. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return copies to the issuing office.

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

DUNS Number: 002513422
Program Point of Contact:
(b)(6); (b)(7)(C), 602-766 (b)(6);
(b)(7)(C) @ths.gov

The purpose of this modification is to amend the IGSA to incorporate a Contract Specific Wage Determination (CSWD) #2011-0209 (Rev 2) as issued by the Department of Labor on 12/02/2011 (see attached). This CSWD shall be incorporated on all existing task orders. All other terms and conditions apply.

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

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

15B. SIGNATURE 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED

(b)(6); (b)(7)(C) 1-12-12 (b)(6); (b)(7)(C) 1/9/12

FORM 7510-01-152-8970 Previous editions unusable STANDARD FORM 30 (REV. 10-83) Prescribed by USA FAR (48 CFR) 53.213

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON, D.C. 20210
Diane C. Koplewski Director	Division of Wage Determinations	Wage Determination No.: 2011-0209 Revision No.: 2 Date of Last Revision: 12/02/2011

State: Arizona

Area: Arizona County of Pinal

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

This WD applies only to service employees who are employed on the detention services subcontract under the IGSA (or other contract) between ICE and Pinal County, AZ for detention services, under the authority of the INA, in the above locality.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12 .22
01012 - Accounting Clerk II		13 .72
01013 - Accounting Clerk III		15 .35
01111 - General Clerk I		11 .20
01112 - General Clerk II		12 .22
01113 - General Clerk III		13 .72
01261 - Personnel Assistant (Employment) I		13 .72
01262 - Personnel Assistant (Employment) II		15 .35
01263 - Personnel Assistant (Employment) III		17 .11
01280 - Receptionist		12 .22
13000 - Information And Arts Occupations		
13058 - Library Technician		12 .22
21000 - Materials Handling And Packing Occupations		
21410 - Warehouse Specialist		14 .11
(not set) - Warehouse/Commissary Supervisor		14 .82
23000 - Mechanics And Maintenance And Repair Occupations		
23370 - General Maintenance Worker		18 .83
(not set) - Maintenance Supervisor		20 .71
27000 - Protective Service Occupations		

27008 - Corrections Officer	17 .11
27030 - Detection Dog Handler	13 .44
(not set) - Case Manager	18 .14
(not set) - Correctional Counselor	17 .97
(not set) - Senior Detention Officer	17 .97
28000 - Recreation Occupations	
28510 - Recreation Aide/Health Facility Attendant	11 .20
28515 - Recreation Specialist	19 .23
(not set) - Recreation Supervisor	21 .15

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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.

**** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ****

Case Manager

Duties include: provides case management and counseling services to inmates/residents and their families. This position assists the inmates/residents to become aware of strengths and needs in adjusting socially to their environments.

Correctional Counselor

Duties include: uniformed, security trained member of the Unit Management Team responsible for resolving daily inmate issues before they become significant matters, incidents or grievances. Ensure that services and programs are delivered to inmates assigned to the unit at a time and manner as designed.

Maintenance Supervisor

Duties include: Responsible for management of the Maintenance Department and oversight of the overall maintenance of the facility. The Maintenance Supervisor directly supervises approximately seven employees.

Recreation Supervisor

Responsible for supervising recreation staff.

Senior Detention Officer

Duties include: assists in the supervision of the administrative and operational security activities in a detention facility. Directly supervises Detention Officers assigned to the shift. Provides for the protection of each inmate/resident and the preservation of each inmate's/resident's legal rights. Supervises the count of inmates/residents and directs adherence to all key control procedures. must be able to work any post assignments on any shift.

Warehouse/Commissary Supervisor

Duties includes supervising the Warehouse Worker and assists in the operation of the warehouse and/or commissary, orders, receives, stores and inventories stock, supplies and equipment utilized in the on-going operation of the commissary and for general facility operations.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 01/31/2012	4. REQUISITION/PURCHASE REQ. NO. PRO-12-L048	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Attn: (b)(6); (b)(7)(C) 949) 425 (b)(6); Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0025134220000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/	10B. DATED (SEE ITEM 13) 02/17/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Task Order

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

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

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

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

DUNS Number: 002513422

Program Point of Contact:

(b)(6); (b)(7)(C), 602 766 (b)(6);
@dhs.gov

The purpose of this modification is to incorporate the following:

- 1) Equitable Adjustment negotiated between the parties in accordance with FAR 52.222-43 Fair Labor Standard Act-Price Adjustment (Multiple Year and Option Contracts) as a result of the Department of Labor wage increase under Modification P00005. The net increase for Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C)	16C. DATE SIGNED 2/16/12

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>this IGSA is (b)(4) per manday for total amount of (b)(4) This equitable adjustment is effective January 1, 2012.</p> <p>Funding shall be provided under Task Order HSCEDM-11 F IG118.</p> <p>Exempt Action: Y</p>				

2 AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4 REQUISITION/PURCHASE REQ NO. 5 PROJECT NO. (if applicable)
 P00007 See Block 16C PRO-12-L073

6 ISSUED BY CODE ICE/DM/DC-LAGUNA 7 ADMINISTERED BY (if other than item 6) CODE ICE/DM/DC-LAGUNA
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Laguna Niguel CA 92677
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Attn: (b)(6); 949) 425-(b)(6); Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 CITY OF ELOY
 628 N MAIN ST
 ELOY AZ 852310628
 CODE 0025134220000 FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/
 10B. DATED (SEE ITEM 13) 02/17/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12 ACCOUNTING AND APPROPRIATION DATA (if required)
 See Task Order

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

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

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

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 DUNS Number: 002513422

Program POC: (b)(6); (b)(7)(C) 602-766-(b)(6);
 (b)(6);@dhs.gov
 Finance POC: (b)(6); 602-766-(b)(6);

Attachment 1: Quality Assurance Surveillance Plan (QASP)

The purpose of this modification is to incorporate ICE 2011 Performance Based National Detention Standards (PBNDs) and the attached Quality Assurance Surveillance Plan (QASP). PBNDs 2011 can be viewed in their entirety at the following link:
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6); (b)(7)(C)
 15B. DATE SIGNED 9/26/12
 15C. UNITED STATES OF AMERICA (b)(6); (b)(7)(C)
 15D. DATE SIGNED 9/26/12
 HSH 7
 Private
 STANDARD FORM 30 (REV. 10-83)
 Prescribed by GSA
 FAR (48 CFR) 53.213

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2 AMENDMENT/MODIFICATION NO P00007		3 EFFECTIVE DATE See Block 16C		4 REQUISITION/PURCHASE REQ. NO. PRO-12-L073	
5 ISSUED BY		CODE ICE/DM/DC-LAGUNA		5. PROJECT NO (If applicable)	
ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Laguna Niguel CA 92677		7. ADMINISTERED BY (If other than Item 6)		CODE ICE/DM/DC-LAGUNA	
		ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Attn:(b)(6); (b)(7)(C) 949) 425-(b)(6); Laguna Niguel CA 92677			
8 NAME AND ADDRESS OF CONTRACTOR (No. , street, county, State and ZIP Code)		(x)		9A AMENDMENT OF SOLICITATION NO	
CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628				9B DATED (SEE ITEM 11)	
		X		10A MODIFICATION OF CONTRACT/ORDER NO DROIGSA-06-0002/	
CODE 0025134220000		FACILITY CODE		10B DATED (SEE ITEM 13) 02/17/2006	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Task Order

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

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

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

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

DUNS Number: 002513422

Program POC: (b)(6); (b)(7)(C) 602-766-(b)(6);

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

Finance POC: (b)(6); 602-766-(b)(6);

Attachment 1: Quality Assurance Surveillance Plan (QASP)

The purpose of this modification is to incorporate ICE 2011 Performance Based National Detention Standards (PBNS) and the attached Quality Assurance Surveillance Plan (QASP). PBNS 2011 can be viewed in their entirety at the following link:

Continued ...

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DROIGSA-06-0002//P00007

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>http://www.ice.gov/detention-standards/2011/</p> <p>Compliance with 2011 PBNDS will begin on January 1, 2013. Should there be a conflict between the 2011 Performance-Based National Detention Standards (PBNDS) and any other term and condition of the agreement identified in Block 10A on this modification, you are to contact the Contracting Officer for clarification.</p> <p>All other terms and conditions remain unchanged.</p> <p>Exempt Action: Y</p> <p>LIST OF CHANGES: Reason for Modification : Supplemental Agreement for work within scope</p>				

QUALITY ASSURANCE SURVEILLANCE PLAN

1. INTRODUCTION

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

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

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

2. DEFINITIONS

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

Functional Area: A logical grouping of performance standards.

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

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

Measures: The method for evaluating compliance with the standards.

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

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

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

4. QUALITY CONTROL PLAN

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

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

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

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

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

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

5. METHODS OF SURVEILLANCE

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

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

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

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

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

7. FAILURE TO MEET PERFORMANCE STANDARDS

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

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

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

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

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

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

8. NOTIFICATIONS

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

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

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

9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

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

10. ATTACHMENTS

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

Attachment A -- Performance Requirements Summary

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

Attachment A – Performance Requirements Summary

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

Attachment B – Contract Discrepancy Report

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		I. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE See Block 16	4. REQUISITION/PURCHASE REQ. NO	5. PROJECT NO. (If applicable)
6. ISSUED BY Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (IF OTHER THAN ITEM 6) Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and Zip Code) CITY OF ELOY 628 N MAIN ST ELOY AZ. 852310628		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/
CODE: 0025134220000		FACILITY CODE:	10B. DATED (SEE ITEM 11) 02/17/2006
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			

The above numbered, solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers, FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If Required) N/A	
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO., AS DESCRIBED IN ITEM 14	
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible. The purpose of this modification is to incorporate ICE 2011 Performance Based Detention Standard 2.11 - Sexual Abuse and Assault Prevention and Intervention. Should there be a conflict with between this standard and any other term and condition of the agreement identified in Block 10A on this modification, you are to contact the Contracting Officer for clarification. All other terms and conditions remain unchanged. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.	
--	--

15A. NAME AND TITLE OF SIGNER (b)(6); (b)(7)(C)	16A. NAME AND TITLE OF CONTRACTING OFFICER (b)(6);
15B. CONTRACTOR/OFFEROR (b)(6); (b)(7)(C)	16C. DATE SIGNED 12-4-12
15C. DATE SIGNED 12/3/12	16B. DATE SIGNED (b)(6); (b)(7)(C)

NSI
Pre

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

PO0009

See Block 16C

6. ISSUED BY

CODE

ICE/DM/DC-LAGUNA

7. ADMINISTERED BY (if other than item 6)

CODE

ICE/DM/DC-LAGUNA

ICE/Detent Mngt/Detent Contract-LAG
Immigration and Customs Enforcement
Office of Acquisition Management
24000 Avila Road, Room (b)(6);
Laguna Niguel CA 92677

ICE/Detent Mngt/Detent Contract-LAG
Immigration and Customs Enforcement
Office of Acquisition Management
24000 Avila Road, Room (b)(6);
Attn: (b)(6); (b)(7)(C) 949) 425-(b)(6);
Laguna Niguel CA 92677

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

CITY OF ELOY
28 N MAIN ST
ELOY AZ 852310628

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-06-0002/

10B. DATED (SEE ITEM 13)

02/17/2006

CODE 0025134220000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

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

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

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Mutual Agreement of the Parties

D. OTHER (Specify type of modification and authority)

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

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

JUNS Number: 002513422

Program POC: (b)(6); (b)(7)(C) 602-766-(b)(6);
(b)(6); (b)(7)(C) @ice.dhs.gov
Finance POC: (b)(6); (b)(7)(C) 602-766-(b)(6);
(b)(6); (b)(7)(C) @ice.dhs.gov

The purpose of this modification is to incorporate all of the ICE Performance Based National Detention Standards (PNDS) 2011 Minimum Standards, except as noted below, several Optimal Standards, and the attached Quality Assurance Surveillance Plan (QASP) (Attachment 3). The PNDS 2011 Standards may be viewed in their entirety at the following link:
Continued ...

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

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

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

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

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

15B. CONTRACTOR/OFFICER

15C. DATE SIGNED

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

15C. DATE SIGNED

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

8/22/13

8-26-13

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

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>www.ice.gov/detention-standards/2011/</p> <p>NOTE: ICE temporarily waives the PBNDS 2011 minimum requirement to provide one hour of recreation per day, seven days per week, for detainees in administrative segregation, contained in Standards 2.12 (V.X.) and 5.4 (II.4,V.E.), pending agreement between ICE and CCA regarding specifications and reimbursements for compliance (subject to availability of funds.) Until then, applicable PBNDS 2008 requirements remain in effect. However, CCA will provide additional recreation time to detainees in administrative segregation to the greatest extent feasible beyond the PBNDS 2008 requirement. See attachment C for further information regarding this Standard as well as other standards subject to implementation only upon ICE's payment of the identified costs.</p> <p>Please see Attachment A of this modification regarding the implementation of the PBNDS 2011 Optimal Standards.</p> <p>It is agreed that the aforementioned minimum and optimal standards are, herein, incorporated into the IGSA at no additional cost.</p> <p>The service provider shall provide its revised policies to ICE within 53 days of execution of this modification. Within 30 days of ICE's approval, the facility shall be compliant with the PBNDS 2011 Standards stated herein.</p> <p>Should there be a conflict between the PBNDS 2011 Standards and any other term and/or condition of the agreement identified in Block 10A of this modification, please contact the Contracting Officer for clarification.</p> <p>All other terms and conditions remain unchanged.</p> <p>Exempt Action: Y</p>				

**COMPLIANCE WITH PBND 2011 OPTIMAL PROVISIONS:
ELOY FEDERAL CONTRACT FACILITY**

Eloy Federal Contract Facility will comply with the following optimal requirements under the ICE 2011 Performance Based National Detention Standards (PBND 2011), at no additional cost to the agency:

Standard 5.4: Recreation

- "Detainees shall have at least four hours a day access, seven days a week, to outdoor recreation, weather and scheduling permitted. Outdoor recreation shall support leisure activities, outdoor sports and exercise as referenced and defined by the National Commission on Correctional Health Care Standards, provided outside the confines of the housing structure and/or other solid enclosures." (*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*)

With regard to the optimal provisions cited at *Section II.2* and *Section V.B*, the Contractor shall be responsible for ensuring compliance with the following alternative requirements:

- "Detainees shall have at least 2 hours a day access, seven days a week, to outdoor recreation, weather and scheduling permitted. Detainees shall have the opportunity to return to their housing units at least once per recreation period. Outdoor recreation shall support leisure activities, outdoor sports and exercise, provided outside the confines of the housing structure and/or other solid enclosures." (*Section II.2*)
- "Detainees in the general population shall have access at least 2 hours a day, seven days a week to outdoor recreation, weather and scheduling permitted. Detainees shall have the opportunity to return to their housing units at least once per recreation period. 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*)
- Disciplinary Segregation: "Facilities operating at the optimal level will offer detainees at least one hour of recreation or exercise per day, seven days a week." (*Section V.E*)
- "Facilities operating at the optimal level shall offer access to reading materials, through libraries with regular hours, book carts or other means. Reading materials in English, Spanish and, if practicable, other languages, should be made available." (*Section V.F*)
- "Facilities shall offer other programmatic activities, such as:
 1. educational classes or speakers;
 2. sobriety programs such as alcoholics anonymous; and
 3. other organized activities or recreational programs." (*Section V.F*)

Standard 5.6: Telephone Access

- "Facilities shall be operating at the optimal level when at least one telephone is provided for every ten (10) detainees." (*Section V.A.1*)
- "The facility permits detainees with disabilities the opportunity to submit requests for the auxiliary aid of their preference, if unavailable at the facility. Where practicable, and consistent with the order and safety of the facility, the facility provides for use of such other equipment, such as video relay and video phones for detainees who are deaf or hard of hearing." (*Section V.G*)

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 (PBND). 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 PBND at <http://www.ice.gov/detention-standards/2011> as well as the ACA standards for ALDF. Other standards may also be defined in the Agreement.

Measures: The method for evaluating compliance with the standards.

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

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

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

4. QUALITY CONTROL PLAN

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

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

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

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

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

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

5. METHODS OF SURVEILLANCE

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

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

6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS

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

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

7. FAILURE TO MEET PERFORMANCE STANDARDS

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

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

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

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

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

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

8. NOTIFICATIONS

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

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

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

9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS

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

10. ATTACHMENTS

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

Attachment A – Performance Requirements Summary

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

Attachment A – Performance Requirements Summary

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

Attachment B – Contract Discrepancy Report

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

**CONFIRMATION OF CCA PBNDS 2011 IMPLEMENTATION PROPOSAL:
ELOY DETENTION CENTER (ICE CONTRACT NO. DROIGSA-06-0002)**

2.12 Special Management Units (Minimum Requirement)

CCA commits to providing one daily hour of recreation for detainees in Administrative Segregation, contingent upon ICE payment of not more than (b)(4) one-time amount to construct three additional recreation cages, and an annual amount not more than (b)(4) to hire one additional detention officer.

- *Upon ICE payment of this amount, CCA commits to compliance with both the above minimum requirement and the Standard 2.12 optimal requirement for disciplinary segregation recreation: "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)*
- *Specifications for and costs of compliance with these requirements may be subject to change, pending further ICE and CCA discussion of potential new designs for recreation space and other additional options for SMU recreation enhancements.*

Both parties reserve the right to re-evaluate the costs for the recreation cages if a Modification is not effective within one year from the date of the CCA proposal (February 11, 2013) wherein ICE agrees to pay the costs for the cages.

2.12 Special Management Units (Optimal Requirement)

CCA commits to providing two daily hours of recreation for detainees in Administrative Segregation, contingent upon ICE payment of not more than (b)(4) one-time amount to construct three additional recreation cages, and an annual amount not more than (b)(4) to hire two additional detention officers.

This amount represents the total costs associated with implementation of the Standard 2.12 optimal requirement, and is exclusive of those associated with the Standard 2.12 minimum requirement above. Both parties reserve the right to re-evaluate the costs for the recreation cages if a Modification is not effective within one year from the date of the proposal (February 11, 2013) to implement these requirements.

5.4 Recreation

CCA commits to providing two daily hours of outdoor recreation for General Population detainees, with the opportunity for detainees to return to their housing units at least once per recreation period, at no additional cost to ICE.

CCA commits to providing four daily hours of outdoor recreation for General Population detainees, with the opportunity for detainees to return to their housing units at least once per recreation period, in exchange for an amount not to exceed (b)(4) annually to hire five additional detention officers.

5.7 Visitation

CCA commits to providing either: (1) at least four additional General Visitation hours during the afternoon/evening hours seven days per week, in exchange for ICE payment of an amount not to exceed (b)(4) annually to hire five additional detention officers; or (2) at least four additional hours of General Visitation hours during the afternoon/evening hours on Fridays, Saturdays, and Sundays, in exchange for ICE payment of an amount not to exceed (b)(4) annually to hire three additional detention officers.

6.3 Law Libraries and Legal Material

CCA will ensure the availability of fifteen hours per week of detainee law library access upon request under an expanded law library schedule, comprising at least twelve hours per day, seven days per week for both law libraries, contingent upon ICE payment of either: (1) an amount not to exceed (b)(4)

annually to hire two additional detention officers; or (2) an amount not to exceed (b)(4) annually to hire two additional library aides.

***Subject to Availability of Funds and FAR 52.222-43 Fair Labor Standards Act and Service Contract Act—Price Adjustment. Detention Officer costs are subject to adjustment if a new wage determination or Collective Bargaining Agreement is incorporated into the contract prior to the effective date of the Modification wherein ICE agrees to pay the costs for such positions.**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT 1. CONTRACT ID CODE PAGE OF PAGES 1 7

2. AMENDMENT/MODIFICATION NO. P00010 3. EFFECTIVE DATE 09/22/2014 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE ICE/DCR 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-LAGUNA ICE/Detent Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6); WASHINGTON DC 20536 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Attn:(b)(6); (949) 425-(b)(6); Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/ 10B. DATED (SEE ITEM 13) 02/17/2006 CODE 0025134220000 FACILITY CODE

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

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

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

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

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

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

DUNS Number: 002513422 Contracting Officer's Representative: (b)(6); (b)(7)(C) Email: (b)(6); (b)(7)(C)@ice.dhs.gov Telephone: 210-283(b)(6);

Program Point of Contact: (b)(6); (b)(7)(C) Email: (b)(6); (b)(7)(C)@ice.dhs.gov Telephone: 210-283(b)(6);

OAQ DC POC: (b)(6); (b)(7)(C) Email: (b)(6);@ice.dhs.gov Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6); (b)(7)(C) 15B. CONTRACTOR SIGNATURE (b)(6); (b)(7)(C) 15C. DATE SIGNED 9/22/14 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C) 15C. DATE SIGNED 23 SEPT 2014 STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Telephone: 202-732-(b)(6)</p> <p>The purpose of this modification is to incorporate a supplemental agreement for the care and housing of family residents in Dilley, Texas. Period of performance up to 48 months.</p> <p>Note: The terms of this modification (P00010) apply only to the South Texas Family Residential Center. No other term of the IGSA apply to the South Texas Family Residential Center unless otherwise specified in a subsequent modification.</p> <p>Facility Location:</p> <p>South Texas Family Residential Center 1925 West Highway 85 Dilley, Texas 78017</p> <p>The following documents constitute the complete agreement:</p> <p>Attachment 1: Section B, CLIN Structure</p> <p>Attachment 2: Wage Determination Number: 2005-2519 Rev:16 Dated 07/25/2014</p> <p>Attachment 3: Davis Bacon Wage Determination TX135 Dated 01/03/2014</p> <p>Attachment 4: Performance Work Statement (PWS)</p> <p>4A QASP with PRS and CDR 4B Contractor's Insurance 4C Security Language 4D PREA 4E Human Trafficking 4F Medical Equipment Supplies Requirement</p> <p>Attachment 5: Site Plan</p> <p>Attachment 6: Ramp Up Plan</p> <p>Attachment 7: Articles</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Attachment 8: Staffing Plan</p> <p>Attachment 9: Labor Standards Act</p> <p>These services shall be provided in accordance with:</p> <p>the ICE Family Residential Standards as published on the ICE website as of 8/28/14 (located at https://www.ice.gov/detention-standards/family-residential/) and the Performance Work Statement (Attachment 4).</p> <p>IGSA Attached: DROIGSA-06-0002/ Dillely Exempt Action: Y</p> <p>(b)(4) will be obligated at award covering Months 1 and 2 of CLIN 0001 (Monthly Costs for the South Texas Family Residential Center - up to 2,400 beds). The amount obligated at award (b)(4) is the minimum guarantee against this agreement. Beyond the first two months of performance, ICE may issue task orders, subject to the availability of funds for additional services under the terms of this Agreement, in advance of performance, and in accordance with Attachment #1, Section B, Schedule of Pricing. ICE incurs no liability for any performance beyond that specified in a task order. If the service provider performs in advance of the receipt of a funded task order, it will be performing at its own risk.</p> <p>Force Majeure</p> <p>Any delay or failure in the performance by the Government under this modification shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this modification, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Government, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, changes in migration patterns beyond the control of the parties, injunctions, decisions of courts of competent jurisdiction and/or administrative tribunals, acts or omissions of Congress not specifically targeted at this modification, and other such intervening causes.</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Invoicing Instructions:</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a .pdf format on a monthly basis via email to:</p> <p>(b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Each email shall contain only one (1) invoice and the subject line of the email will annotate the invoice number. The emailed invoice shall include the bill to address shown below:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 ATTN: ICE-ERO-FOD-FAO Williston, VT 05495-1620</p> <p>Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice submission shall contain the following information:</p> <p>(i) Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;</p> <p>(ii) Dunn and Bradstreet (D&B) DUNS Number;</p> <p>(iii) Invoice date and invoice number;</p> <p>(iv) Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p>(v) Description, quantity, unit of measure, unit price, extended price and period of performance</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>of the items or services delivered;</p> <p>(vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii) Terms of any discount for prompt payment offered;</p> <p>(viii) Remit to Address;</p> <p>(ix) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>3. Invoice Supporting Documentation. In order to ensure payment, the vendor must also submit supporting documentation to the Contracting Officers Representative (COR) identified in the contract as described below. Supporting documentation shall be submitted to the COR or contract Point of Contact (POC) identified in the contract or task order with all invoices, as appropriate. See paragraph 4 for details regarding the safeguarding of information. Invoices without documentation to support invoiced items, containing charges for items outside the scope of the contract, or not based on the most recent contract base or modification rates will be considered improper and returned for resubmission. Supporting documentation requirements include:</p> <p>(i). Firm Fixed Price Items (items not subject to any adjustment on the basis of the contractors cost experience, such as pre-established monthly guaranteed minimums for detention or transportation): do not require detailed supporting documentation unless specifically requested by the Government.</p> <p>(ii). Fixed Unit Price Items (items for allowable incurred costs, such as detention and/or transportation services with no defined minimum quantities, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and submitted in .pdf format.</p> <p>(iii). Detention Services:</p> <p>(1) Average number of residents/detainees over Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>the period covered on the invoice</p> <p>(2) Residents/detainees check-in and check-out dates;</p> <p>(3) Name of each resident/detainee;</p> <p>(4) Residents/detainees identification information</p> <p>(iv). Transportation Services:</p> <p>(1) The mileage rate being applied for that invoice.</p> <p>(2) Monthly billing reports listing transportation services provided; number of miles; transportation routes provided; locations serviced and/or names/numbers of detainees transported; an itemized listing of all other charges; and, for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts.</p> <p>(v). Stationary Guard Services:</p> <p>(1) The itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was/were guarded.</p> <p>(vi). Other Direct Charges:</p> <p>The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individual's name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required: Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately. Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know. Use shredders when discarding paper documents containing Sensitive PII.</p> <p>Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII.</p> <p>5. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at (b)(6); (b)(7)(C)@ice.dhs.gov</p>				

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ NO. 5. PROJECT NO. (if applicable)
 P00011 12/17/2014
 6. ISSUED BY CODE ICE/DCR 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-LAGUNA
 ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6); WASHINGTON DC 20536
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Attn: (b)(6); (b)(7)(C) 949) 425 (b)(6); Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No. street county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO. (x)
 CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628
 9B. DATED (SEE ITEM 11)
 X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/
 10B. DATED (SEE ITEM 13) 02/17/2006
 CODE 0025134220000 FACILITY CODE

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
 DUNS Number: 002513422
 Contracting Officer's Representative: Richard Edge/MFA
 Email: (b)(6); (b)(7)(C)@ice.dhs.gov
 Telephone: 210-283 (b)(6); (b)(7)(C)
 Program Point of Contact: (b)(6); (b)(7)(C)
 Email: (b)(6); (b)(7)(C)@ice.dhs.gov
 Telephone: 210-283 (b)(6);
 OAO DC POC: (b)(6); (b)(7)(C)
 Email: (b)(6);@ice.dhs.gov
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.
 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 (b)(6); (b)(7)(C) (b)(6); (b)(7)(C)
 15B. UNITED STATES OF AMERICA 16B. DATE SIGNED
 (b)(6); (b)(7)(C) 12/30/14 (b)(6); (b)(7)(C) 1/5/15

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002//P00011

PAGE OF
2 11

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Telephone: 202-732-(b)(6);</p> <p>The purpose of this modification is to incorporate a modified Section B that corresponds to task order HSCEDM-14-F-IG237.</p> <p>The effective date of this contract remains September 22, 2014. Additionally, this modification memorializes that per the Ramp Up Plan, the official receipt of residents at the center began on December 19, 2014.</p> <p>Finally, this modification includes an amended Section xiii, Food Services to the PWS. This amended section now provides for Sack Lunches and a CLIN has been added to Section B to reflect this change. This service will commence December 29, 2014.</p> <p>The terms of this modification (P0011) apply only to the South Texas Family Residential Center. Exempt Action: Y All other terms and conditions remain in full force and effect.</p>				

CLIN 0001
RESIDENTIAL BEDS UP TO 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts
1	\$ (b)(4)
2	\$ (b)(4)
3	\$ (b)(4)
4	\$ (b)(4)
5	\$ (b)(4)
6	\$ (b)(4)
7	\$ (b)(4)
8	\$ (b)(4)
9	\$ (b)(4)
10	\$ (b)(4)
11	\$ (b)(4)
12	\$ (b)(4)
Total	\$ (b)(4)

which will consist of the following two invoices:
which will consist of the following two invoices:

(b)(4) October Invoice & November Invoice & (b)(4) December Invoice January Invoice

CLIN 0001A
RESIDENTIAL BEDS OVER 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips for bed space over 2400.

QTY = TBD
Unit of measure = EA
Unit price (b)(4) per day

CLIN 0002
UP FRONT COSTS

This CLIN provides funding for up front costs.

QTY = 1
Unit of measure =
Unit price & total (b)(4)

CLIN 0003
TRANSPORTATION - GUARANTEED

This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles.

Qty = 1
Unit of measure = YR
Unit price & total (b)(4)

CLIN 0004
TRANSPORTATION - OVER 50,000 MILES

This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles.

Qty = TBD
Unit of measure = MI
Unit price (b)(4)

CLIN 0005
EDUCATION

This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts		
3	\$	(b)(4)	which will consist of the following two invoices:
4	\$		which will consist of the following two invoices:
5	\$		
6	\$		
7	\$		
8	\$		
9	\$		
10	\$		
11	\$		
12	\$		
Total	\$		

(b)(4) October Invoice & November Invoice & (b)(4) December Invoice January Invoice

CLIN 0006
GUARD RATE

This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services.

(b)(4)

CLIN 0007
SACK LUNCHES

This CLIN provides a price per sack lunch, which will be provided in accordance with the PWS Section xiii, Food Services.

(b)(4)

CLIN 1001
RESIDENTIAL BEDS UP TO 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts
13	\$ (b)(4)
14	\$ (b)(4)
15	\$ (b)(4)
16	\$ (b)(4)
17	\$ (b)(4)
18	\$ (b)(4)
19	\$ (b)(4)
20	\$ (b)(4)
21	\$ (b)(4)
22	\$ (b)(4)
23	\$ (b)(4)
24	\$ (b)(4)
Total	\$ (b)(4)

CLIN 1001A
RESIDENTIAL BEDS OVER 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips for bed space over 2400.

(b)(4)

CLIN 1003
TRANSPORTATION - GUARANTEED

This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles.

(b)(4)

CLIN 1004
TRANSPORTATION - OVER 50,000 MILES

This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles.

(b)(4)

CLIN 1005
EDUCATION

This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts	(b)(4)
13	\$	
14	\$	
15	\$	
16	\$	
17	\$	
18	\$	
19	\$	
20	\$	
21	\$	
22	\$	
23	\$	
24	\$	
Total	\$	

CLIN 1006
GUARD RATE

This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services.

(b)(4)

CLIN 1007
SACK LUNCHES

This CLIN provides a price per sack lunch, which will be provided in accordance with the PWS Section.xiii. Food Services

(b)(4)

CLIN 2001
RESIDENTIAL BEDS UP TO 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts
25	\$ (b)(4)
26	\$ (b)(4)
27	\$ (b)(4)
28	\$ (b)(4)
29	\$ (b)(4)
30	\$ (b)(4)
31	\$ (b)(4)
32	\$ (b)(4)
33	\$ (b)(4)
34	\$ (b)(4)
35	\$ (b)(4)
36	\$ (b)(4)
Total	\$ (b)(4)

CLIN 2001A
RESIDENTIAL BEDS OVER 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips for bed space over 2400.

QTY = TBD
Unit of measure = EA
Unit price = \$269.88/bed day

CLIN 2003
TRANSPORTATION - GUARANTEED

This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles.

(b)(4)

CLIN 2004
TRANSPORTATION - OVER 50,000 MILES

This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles.

(b)(4)

CLIN 2005
EDUCATION

This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts	(b)(4)
25	\$	
26	\$	
27	\$	
28	\$	
29	\$	
30	\$	
31	\$	
32	\$	
33	\$	
34	\$	
35	\$	
36	\$	
Total	\$	

**CLIN 2006
GUARD RATE**

This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services.

(b)(4)

**CLIN 2007
SACK LUNCHES**

This CLIN provides a price per sack lunch, which will be provided in accordance with the PWS Section xiii, Food Services.

(b)(4)

CLIN 3001
RESIDENTIAL BEDS UP TO 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts
37	\$ (b)(4)
38	\$ (b)(4)
39	\$ (b)(4)
40	\$ (b)(4)
41	\$ (b)(4)
42	\$ (b)(4)
43	\$ (b)(4)
44	\$ (b)(4)
45	\$ (b)(4)
46	\$ (b)(4)
47	\$ (b)(4)
48	\$ (b)(4)
Total	\$ (b)(4)

CLIN 3001A
RESIDENTIAL BEDS OVER 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips for bed space over 2400.

(b)(4)

CLIN 3003
TRANSPORTATION - GUARANTEED

This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles.

(b)(4)

CLIN 3004
TRANSPORTATION - OVER 50,000 MILES

This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles.

(b)(4)

CLIN 3005
EDUCATION

This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts	(b)(4)
37	\$	
38	\$	
39	\$	
40	\$	
41	\$	
42	\$	
43	\$	
44	\$	
45	\$	
46	\$	
47	\$	
48	\$	
Total	\$	

**CLIN 3006
GUARD RATE**

This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services.

(b)(4)

**CLIN 3007
SACK LUNCHES**

This CLIN provides a price per sack lunch, which will be provided in accordance with the PWS Section xiii, Food Services.

(b)(4)

xiii. Food Services

The vehicle crew shall provide meals and snacks during any transfer that exceeds six hours roundtrip. Officers shall consider when the detainees last ate before serving meals and snacks. The requirements specified in the Detention Standard on Food Service apply equally to food served in transit and in detention facilities. Special dietary needs should be identified to the Contractor before departure, so suitable meals can be arranged.

In the interest of safety, detainees shall have no access to eating utensils (disposable or not) while in transit.

In transit, the crew shall store and serve food at the required temperatures. The crew shall maintain a constant supply of bottled drinking water. A small number of disposable garbage receptacles (plastic bags) shall be kept in the driver's compartment, with the remainder stored in the equipment box located in the forward baggage compartment. Appropriate meal items (i.e. sandwiches, bottled water) will be placed in an electronic cooler on board the transport vehicle. The Government will attempt to as much notification as possible prior to transports that will exceed six hours so that the above meals can be prepared.

Sack lunches must comply with PBNDS Standard 4.1, Food Services unless specifically prepared for ICE Air Operation (IAO) Charter Flights. ICE Air Operation (IAO) Charter Flight sack lunches will only include one sandwich, one granola bar (or acceptable substitute) and one bottle of water. Due to allergy precautions, no peanut butter or peanut-based products are allowed. No fruit, chips, or condiments (mustard, ketchup, mayonnaise, etc.) are allowed on ICE Air Operation Charter Flights. Juveniles require two (2) sack lunches. Additional meals will be provided for aliens on a medical-needs basis noted on the medical form.

All other sack lunches will consist of the following:

- Two sandwiches with lunch meat;
- A piece of fruit or a fruit cup;
- Small snack item (for example, a bag of chips);
- Small package of cookies; and
- A bottle of water.

These meals shall be provided starting on Monday, December 29, 2014 for the eligible transports.

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)
 P00012 03/02/2015

6. ISSUED BY CODE ICE/DCR 7. ADMINISTERED BY (if other than item 6) CODE ICE/DM/DC-LAGUNA
 ICE/Detention Compliance & Removals ICE/Detent Mngt/Detent Contract-IAG
 Immigration and Customs Enforcement Immigration and Customs Enforcement
 Office of Acquisition Management Office of Acquisition Management
 801 I Street, NW Suite (b)(6); 24000 Avila Road, Room (b)(6);
 WASHINGTON DC 20536 Attn: (b)(6); (949) 425-(b)(6);
 Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 CITY OF ELOY
 628 N MAIN ST
 ELOY AZ 852310628

9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. X DROIGSA-06-00027
 10B. DATED (SEE ITEM 13) 02/17/2006
 CODE 0025134220000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
 DUNS Number: 002513422
 Contracting Officer's Representative: (b)(6); (b)(7)(C)
 Email: (b)(6); (b)(7)(C)@ice.dhs.gov
 Telephone: 210-283-(b)(6);

Program Point of Contact: (b)(6); (b)(7)(C)
 Email: (b)(6); (b)(7)(C)@ice.dhs.gov
 Telephone: 210-283-(b)(6);

OAQ DC POC: (b)(6); (b)(7)(C)
 Email: (b)(6);@ice.dhs.gov

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6); (b)(7)(C)
 15B. CONTRACTOR'S SIGNATURE (b)(6); (b)(7)(C)
 15C. DATE SIGNED 3/30/15
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6);
 16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C)
 16C. DATE SIGNED 4/1/15

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Telephone: 202-732-(b)(6);</p> <p>The purpose of this modification is to incorporate a modification to Section 4 of the Performance Work Statement (PWS), Program Scope and Services, Religious Services. Additionally, it follows that this modification to the PWS will result in a cost increase to CLINs 0001, 1001, 2001, and 3001. The increase of (b)(4) in the monthly rates associated with these CLINs as reflected in the attached and modified Section B assumes religious services in place by month 7. In the event that religious services are not in place by month 7, CLINs 0001, 1001, 2001, and 3001 will be billed at their original rates as follows:</p> <p>CLIN 0001 - (b)(4) CLIN 1001 - CLIN 2001 - CLIN 3001 -</p> <p>Once religious services are in place, CLINs 0001, 1001, 2001, and 3001 will be billed as follows:</p> <p>CLIN 0001 - (b)(4) CLIN 1001 - CLIN 2001 - CLIN 3001 -</p> <p>Religious services will begin 45 days following ICE background clearance of all religious services staff.</p> <p>The terms of this modification (P00012) apply only to the South Texas Family Residential Center. Exempt Action: Y All other terms and conditions remain in full force and effect.</p>				

4. Program Scope and Services

x. Religious Services

The Service Provider will provide a Chapel facility or facilities of sufficient size to allow residents reasonable and equitable opportunities to participate in the practices of their respective religious faiths in compliance with the FRS and applicable federal law.

The Service Provider shall ensure residents of different religious beliefs will be provided reasonable and equitable opportunity to practice their respective religious faiths. The Service Provider will provide a Chapel facility or facilities of sufficient size and religious programming that is in compliance with the Family Residential Standards (FRS) and applicable federal law.

The FRS also requires the facility to "make every attempt to hire a full time chaplain" who will provide the following services among other duties:

- Manage the religious services program;
- Approve and train other clergy and lay volunteers as to the facility environs;
- Schedule and direct religious activities; and,
- Provide pastoral counseling.

If a chaplain cannot be procured, a Religious Service Coordinator (RSC) or staff member will be assigned to oversee the program and perform these functions.

CLIN 0001
RESIDENTIAL BEDS UP TO 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, religious services and transportation and fuel related expenses to medical and legal/court trips.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts
1	\$ (b)(4)
2	\$
3	\$
4	\$
5	\$
6	\$
7	\$
8	\$
9	\$
10	\$
11	\$
12	\$
Total	\$

which will consist of the following two invoices:
which will consist of the following two invoices:

(b)(4)

October Invoice &
November Invoice &

(b)(4)

December Invoice
January Invoice

*assuming religious services start in month 7

CLIN 0001A
RESIDENTIAL BEDS OVER 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips for bed space over 2400.

QTY = TBD
Unit of measure = EA
Unit price = \$276.69/bed day

CLIN 0002
UP FRONT COSTS

This CLIN provides funding for up front costs:

(b)(4)

CLIN 0003
TRANSPORTATION - GUARANTEED

This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles.

(b)(4)

CLIN 0004
TRANSPORTATION - OVER 50,000 MILES

This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles.

(b)(4)

**CLIN 0005
EDUCATION**

This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts		
3	\$	(b)(4)	which will consist of the following two invoices: which will consist of the following two invoices:
4	\$		
5	\$		
6	\$		
7	\$		
8	\$		
9	\$		
10	\$		
11	\$		
12	\$		
Total	\$		

(b)(4) October Invoice & November Invoice & (b)(4) December Invoice January Invoice

**CLIN 0006
GUARD RATE**

This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services.

(b)(4)

**CLIN 0007
SACK LUNCHES**

This CLIN provides a price per sack lunch, which will be provided in accordance with the PWS Section xiii. Food Services.

(b)(4)

CLIN 1001
RESIDENTIAL BEDS UP TO 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, religious services and transportation and fuel related expenses to medical and legal/court trips.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts
13	\$ (b)(4)
14	\$
15	\$
16	\$
17	\$
18	\$
19	\$
20	\$
21	\$
22	\$
23	\$
24	\$
Total	\$

CLIN 1001A
RESIDENTIAL BEDS OVER 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips for bed space over 2400.

(b)(4)

CLIN 1003
TRANSPORTATION - GUARANTEED

This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles.

(b)(4)

CLIN 1004
TRANSPORTATION - OVER 50,000 MILES

This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles.

(b)(4)

CLIN 1005
EDUCATION

This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts	(b)(4)
13	\$	
14	\$	
15	\$	
16	\$	
17	\$	
18	\$	
19	\$	
20	\$	
21	\$	
22	\$	
23	\$	
24	\$	
Total	\$	

CLIN 1006
GUARD RATE

This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services.

(b)(4)

CLIN 1007
SACK LUNCHES

This CLIN provides a price per sack lunch, which will be provided in accordance with the PWS Section xlii. Food Services.

(b)(4)

CLIN 2001
RESIDENTIAL BEDS UP TO 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, religious services and transportation and fuel related expenses to medical and legal/court trips.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts
25	\$ (b)(4)
26	\$
27	\$
28	\$
29	\$
30	\$
31	\$
32	\$
33	\$
34	\$
35	\$
36	\$
Total	\$

CLIN 2001A
RESIDENTIAL BEDS OVER 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips for bed space over 2400.

(b)(4)

CLIN 2003
TRANSPORTATION - GUARANTEED

This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles.

(b)(4)

CLIN 2004
TRANSPORTATION - OVER 50,000 MILES

This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles.

(b)(4)

CLIN 2005
EDUCATION

This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts	(b)(4)
25	\$	
26	\$	
27	\$	
28	\$	
29	\$	
30	\$	
31	\$	
32	\$	
33	\$	
34	\$	
35	\$	
36	\$	
Total	\$	

CLIN 2006
GUARD RATE

This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services.

(b)(4)

CLIN 2007
SACK LUNCHES

This CLIN provides a price per sack lunch, which will be provided in accordance with the PWS Section xiii. Food Services.

(b)(4)

CLIN 3001
RESIDENTIAL BEDS UP TO 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, religious services and transportation and fuel related expenses to medical and legal/court trips.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts	
37	\$	(b)(4)
38	\$	
39	\$	
40	\$	
41	\$	
42	\$	
43	\$	
44	\$	
45	\$	
46	\$	
47	\$	
48	\$	
Total	\$	

CLIN 3001A
RESIDENTIAL BEDS OVER 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips for bed space over 2400.

(b)(4)

CLIN 3003
TRANSPORTATION - GUARANTEED

This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles.

(b)(4)

CLIN 3004
TRANSPORTATION - OVER 50,000 MILES

This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles.

(b)(4)

CLIN 3005
EDUCATION

This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year.

Qty = 1
Unit of measure = EA

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO.

P00013

3. EFFECTIVE DATE

04/11/2015

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

ICE/DCR

7. ADMINISTERED BY (if other than Item 6)

CODE

ICE/DM/DC-LAGUNA

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

ICE/Detent Mngt/Detent Contract-LAG
Immigration and Customs Enforcement
Office of Acquisition Management
24000 Avila Road, Room (b)(6);
Attn: (b)(6); (949) 425-(b)(6);
Laguna Niguel CA 92677

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

CITY OF ELOY
628 N MAIN ST
ELOY AZ 852310628

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
DRO IGSA-06-0002/

10B. DATED (SEE ITEM 13)

02/17/2006

CODE

0025134220000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

CHECK ONE

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

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

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

D. OTHER (Specify type of modification and authority)

X Bilateral Modification

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

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

DUNS Number: 002513422

Contracting Officer's Representative: Richard Edge/MPA

Email: (b)(6); (b)(7)(C) @ice.dhs.gov

Telephone: 210-283-(b)(6); (b)(7)(C)

Alternate Contracting Officer's Representative: (b)(6); (b)(7)(C)

Email: (b)(6); (b)(7)(C) @ice.dhs.gov

Telephone: 210-386-(b)(6)

Program Point of Contact: (b)(6); (b)(7)(C)

Email: (b)(6); (b)(7)(C) @ice.dhs.gov

Continued ...

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

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

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

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

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

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

15C. DATE SIGNED

4/15/15

16B. UNITED STATES OF AMERICA

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

16C. DATE SIGNED

4/20/15

NSN
Previous edition unusable

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002//P00013

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NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Telephone: 210-283 (b)(6);</p> <p>OAQ DC POC: (b)(6);(b)(7)(C)</p> <p>Email: (b)(6); @ice.dhs.gov</p> <p>Telephone: 202-732 (b)(6); (h)(7)(C)</p> <p>This modification adds (b)(6);(b)(7)(C) as the alternate contracting officer representative for all task orders and actions related to the South Texas Family Residential Center (STFRC) located in Dilley, Texas.</p> <p>Section B (attached) has been corrected to include the Detainee Work Program as CLIN XXX7 and Sack Lunches as CLIN XXX8 for the base and all option years.</p> <p>This modification memorializes changes to the delivery schedule initially captured in Attachment 6 Ramp Up Plan (attached). Provided however, if additional Change Orders are requested past those shown on the attached Change Order renderings, a revised schedule may be required.</p> <p>CCA agrees to absorb at its own expense the costs of items listed as "Required" on the Change Order List (attached). In the event that ICE requests further changes or requests further alterations to the items detailed on the attached Change Order Renderings, ICE and CCA shall negotiate the coverage of the costs of those additional or alternate changes at that time.</p> <p>CCA and ICE agree that any additional changes or modifications requested during the walk throughs scheduled in advance of each area of the Phase II opening shall be minor in nature (in the nature of a "punch list item" rather than a "change order" item). In the event that requested changes are in excess (either by cost or nature) of typical punch list type items, ICE and CCA shall negotiate the coverage of the costs of those additional or alternate changes at that time. To date, ICE has provided the items on the attached Walk Through list and CCA has agreed to absorb at its own expense the cost of addressing those items in the manner described in red under the "Comments" section except for those items that are listed as "not required at this time" or Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002//P00013

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NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>"not required at this time but may revisit later".</p> <p>CCA shall be granted a 90 day activation period wherein any concerns with the Phase II construction shall be handled in a non-formal "dashboard" type process without the generation of any formal deficiency reports of any kind. This activation period shall run from April 19, 2015 through July 18, 2015.</p> <p>The terms of this modification (P00013) apply only to the South Texas Family Residential Center. Exempt Action: Y All other terms and conditions remain in full force and effect.</p>				

CLIN 0001
RESIDENTIAL BEDS UP TO 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, religious services and transportation and fuel related expenses to medical and legal/court trips.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts
1	\$ (b)(4)
2	\$ (b)(4)
3	\$ (b)(4)
4	\$ (b)(4)
5	\$ (b)(4)
6	\$ (b)(4)
7	\$ (b)(4)
8	\$ (b)(4)
9	\$ (b)(4)
10	\$ (b)(4)
11	\$ (b)(4)
12	\$ (b)(4)
Total	\$ (b)(4)

which will consist of the following two invoices:
which will consist of the following two invoices:

(b)(4)

October Invoice &
November Invoice &

(b)(4)

December Invoice
January Invoice

*assuming religious services start in month 7

CLIN 0001A
RESIDENTIAL BEDS OVER 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips for bed space over 2400.

(b)(4)

CLIN 0002
UP FRONT COSTS

This CLIN provides funding for up front costs.

(b)(4)

CLIN 0003
TRANSPORTATION - GUARANTEED

This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles.

(b)(4)

CLIN 0004
TRANSPORTATION - OVER 50,000 MILES

This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles.

(b)(4)

CLIN 0005
EDUCATION

This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year.

Qty = 1
Unit of measure = EA

MO Monthly Invoice Amounts

3	\$	(b)(4)
4	\$	(b)(4)
5	\$	(b)(4)
6	\$	(b)(4)
7	\$	(b)(4)
8	\$	(b)(4)
9	\$	(b)(4)
10	\$	(b)(4)
11	\$	(b)(4)
12	\$	(b)(4)
Total	\$	(b)(4)

which will consist of the following two invoices:
which will consist of the following two invoices:

(b)(4)

October Invoice &
November Invoice &

(b)(4)

December Invoice
January Invoice

CLIN 0006
GUARD RATE

This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services.

(b)(4)

CLIN 0007
VOLUNTARY WORK PROGRAM

This CLIN provides reimbursement for the detainee work program in accordance with the PWS.

(b)(4)

CLIN 0008
SACK LUNCHES

This CLIN provides a price per sack lunch, which will be provided in accordance with the PWS Section xiii. Food Services.

(b)(4)

CLIN 1001
RESIDENTIAL BEDS UP TO 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, religious services and transportation and fuel related expenses to medical and legal/court trips.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts
13	\$ (b)(4)
14	\$ (b)(4)
15	\$ (b)(4)
16	\$ (b)(4)
17	\$ (b)(4)
18	\$ (b)(4)
19	\$ (b)(4)
20	\$ (b)(4)
21	\$ (b)(4)
22	\$ (b)(4)
23	\$ (b)(4)
24	\$ (b)(4)
Total	\$ (b)(4)

CLIN 1001A
RESIDENTIAL BEDS OVER 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips for bed space over 2400.

(b)(4)

CLIN 1003
TRANSPORTATION - GUARANTEED

This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles.

(b)(4)

CLIN 1004
TRANSPORTATION - OVER 50,000 MILES

This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles.

(b)(4)

CLIN 1005
EDUCATION

This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts	(b)(4)
13	\$	
14	\$	
15	\$	
16	\$	
17	\$	
18	\$	
19	\$	
20	\$	
21	\$	
22	\$	
23	\$	
24	\$	
Total	\$	

CLIN 1006
GUARD RATE

This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services.

(b)(4)

CLIN 1007
VOLUNTARY WORK PROGRAM

This CLIN provides reimbursement for the detainee work program in accordance with the PWS.

(b)(4)

CLIN 1008
SACK LUNCHES

This CLIN provides a price per sack lunch, which will be provided in accordance with the PWS Section xiii. Food Services.

(b)(4)

CLIN 2001
RESIDENTIAL BEDS UP TO 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, religious services and transportation and fuel related expenses to medical and legal/court trips.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts
25	\$ (b)(4)
26	\$ (b)(4)
27	\$ (b)(4)
28	\$ (b)(4)
29	\$ (b)(4)
30	\$ (b)(4)
31	\$ (b)(4)
32	\$ (b)(4)
33	\$ (b)(4)
34	\$ (b)(4)
35	\$ (b)(4)
36	\$ (b)(4)
Total	\$ (b)(4)

CLIN 2001A
RESIDENTIAL BEDS OVER 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips for bed space over 2400.

(b)(4)

CLIN 2003
TRANSPORTATION - GUARANTEED

This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles.

(b)(4)

CLIN 2004
TRANSPORTATION - OVER 50,000 MILES

This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles.

(b)(4)

CLIN 2005
EDUCATION

This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts	(b)(4)
25	\$	
26	\$	
27	\$	
28	\$	
29	\$	
30	\$	
31	\$	
32	\$	
33	\$	
34	\$	
35	\$	
36	\$	
Total	\$	

CLIN 2006
GUARD RATE

This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services.

(b)(4)

CLIN 2007
VOLUNTARY WORK PROGRAM

This CLIN provides reimbursement for the detainee work program in accordance with the PWS.

(b)(4)

CLIN 2008
SACK LUNCHES

This CLIN provides a price per sack lunch, which will be provided in accordance with the PWS Section xiii. Food Services.

(b)(4)

CLIN 3001
RESIDENTIAL BEDS UP TO 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, religious services and transportation and fuel related expenses to medical and legal/court trips.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts
37	\$ (b)(4)
38	\$ (b)(4)
39	\$ (b)(4)
40	\$ (b)(4)
41	\$ (b)(4)
42	\$ (b)(4)
43	\$ (b)(4)
44	\$ (b)(4)
45	\$ (b)(4)
46	\$ (b)(4)
47	\$ (b)(4)
48	\$ (b)(4)
Total	\$ (b)(4)

CLIN 3001A
RESIDENTIAL BEDS OVER 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips for bed space over 2400.

(b)(4)

CLIN 3003
TRANSPORTATION - GUARANTEED

This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles.

(b)(4)

CLIN 3004
TRANSPORTATION - OVER 50,000 MILES

This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles.

(b)(4)

CLIN 3005
EDUCATION

This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts	
37	\$	(b)(4)
38	\$	
39	\$	
40	\$	
41	\$	
42	\$	
43	\$	
44	\$	
45	\$	
46	\$	
47	\$	
48	\$	
Total	\$	

CLIN 3006
GUARD RATE

This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services.

(b)(4)

CLIN 2007
VOLUNTARY WORK PROGRAM

This CLIN provides reimbursement for the detainee work program in accordance with the PWS.

(b)(4)

CLIN 2008
SACK LUNCHES

This CLIN provides a price per sack lunch, which will be provided in accordance with the PWS Section xiii. Food Services.

(b)(4)

RAMP UP PLAN:

The term "Start Date" starts the calendar. "Start Date" is defined as the later of ICE and CCA signing an award document which precipitates the IGSA amendment being sent to Eloy, a COR being assigned to the contract for purposes of initiating the background clearance process, necessary permits being received or the date which CCA is allowed on site per NEPA clearance.

2,400 beds consist of five housing neighborhoods of 480 beds each.

Delivery Schedule

- 45 days after Start Date (November 3, 2014), CCA will accept the first 480 into temporary beds;
- On April 19, 2015, CCA will open the first 960 permanent beds in neighborhoods 2.a and 2.b;
- On May 6, 2015, CCA will open an additional 480 permanent beds in neighborhood 2.c, bringing the total number of permanent beds up to 1,440;
- On May 17, 2015, CCA will open an additional 480 permanent beds in neighborhood 2.d, bringing the total number of permanent beds up to 1,920; and,
- On May 29, 2015, CCA will open the final 480 permanent beds in neighborhood 2.e, bringing the total number of permanent beds up to 2,400.

**South Texas Family Residential Center
Phase II Dashboard**

	Type	Specific concern	Estimated Cost	Comment (CCA comments are in red, ICE comments remain in black)	Required Before Opening Phase 2/ Required After Opening Phase 2/Not Required At All in Phase 2	Notes
1	OPLA	(b)(5); (b)(7)(E)			N/A - CCA is preparing this deliverable for Phase 2.a delivery	
2	OPLA				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
3	OPLA				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
4	OPLA				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
5	OPLA				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
6	OPLA				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
7	OPLA				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
8	OPLA				Not required at this time.	
9	OPLA				Not required at this time.	
10	OPLA				Not required at this time.	
11	OPLA				Required before opening Phase 2	
12	OPLA				Required before opening Phase 2	
13	OPLA				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
14	MEDICAL			Required before opening Phase 2	**Wire shelving (similar to the type you would find in a pantry).	
15	MEDICAL			N/A - CCA is preparing this deliverable for Phase 2.a delivery		
16	MEDICAL			N/A - CCA is preparing this deliverable for Phase 2.a delivery		
16A	MEDICAL			Would like before opening before Phase 2 if possible.		
17	MEDICAL			N/A - CCA is preparing this deliverable for Phase 2.a delivery		

	Type	Specific concern	Estimated Cost	Comment (CCA comments are in red, ICE comments remain in black)	Required Before Opening Phase 2/ Required After Opening Phase 2/Not Required At All in Phase 2	Notes
18	MEDICAL	(b)(5); (b)(7)(E)			ts. N/A - CCA is preparing this deliverable for Phase 2.a delivery	
19	MEDICAL				on N/A - CCA is preparing this deliverable for Phase 2.a delivery	
20	MEDICAL				Required before opening Phase 2	
21	MEDICAL				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
22	MEDICAL				th o N/A - CCA is preparing this deliverable for Phase 2.a delivery	
22A	MEDICAL				Required before opening Phase 2	
22B	MEDICAL				Required before opening Phase 2	
22C	MEDICAL				Required before opening Phase 2	
23	MEDICAL/INTAKE				h ll N/A - CCA is preparing this deliverable for Phase 2.a delivery	
24	MEDICAL					
	MEDICAL				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
25	MEDICAL				d. Required before opening Phase 2	
26	MEDICAL				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
27	MEDICAL	N/A - CCA is preparing this deliverable for Phase 2.a delivery				

	Type	Specific concern	Estimated Cost	Comment (CCA comments are in red, ICE comments remain in black)	Required Before Opening Phase 2/ Required After Opening Phase 2/Not Required At All in Phase 2	Notes
28	MEDICAL	(b)(5); (b)(7)(E)			N/A - CCA is preparing this deliverable for Phase 2.a delivery	
29	MEDICAL				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
30	MEDICAL (ALL)				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
31	DINING				Not required at this time but may need to revisit this item later.	**
32	DINING				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
33	DINING				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
33B	DINING				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
34	RESIDENTIAL				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
35	RESIDENTIAL				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
36	RESIDENTIAL				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
37	RESIDENTIAL				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
38	RESIDENTIAL				Not required at this time but may need to revisit this item later.	**
39	RESIDENTIAL				Not required at this time but may need to revisit this item later.	**
40	RESIDENTIAL				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
41	RESIDENTIAL				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
42	RESIDENTIAL				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
43	RESIDENTIAL				N/A - CCA is preparing this deliverable for Phase 2.a delivery	

	Type	Specific concern	Estimated Cost	Comment (CCA comments are in red, ICE comments remain in black)	Required Before Opening Phase 2/ Required After Opening Phase 2/Not Required At All in Phase 2	Notes
44	CIS/VISITATION	(b)(5); (b)(7)(E)			N/A - CCA is preparing this deliverable for Phase 2.a delivery	
45	CIS				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
45A	CIS					(b)(5)
46	BARBER SHOP				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
47	INTAKE				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
48	INTAKE				N/A - already completed	**
49	INTAKE				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
50	INTAKE				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
51	INTAKE				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
51	SPRUNG STRUCTUR				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
52	FOOD ANNEX/OVERFLOW CAFETERIA				Required before opening Phase 2	**
53	FOOD ANNEX/OVERFLOW CAFETERIA				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
54	MEDICAL TRIAGE				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
55	MEDICAL TRIAGE				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
56	MEDICAL TRIAGE			N/A - CCA is preparing this deliverable for Phase 2.a delivery		

	Type	Specific concern	Estimated Cost	Comment (CCA comments are in red, ICE comments remain in black)	Required Before Opening Phase 2/ Required After Opening Phase 2/Not Required At All In Phase 2	Notes
57	EDUCATIONAL OFFICES	(b)(5); (b)(7)(E)			N/A - CCA is preparing this deliverable for Phase 2.a delivery	
58	EDUCATIONAL OFFICES				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
59	EDUCATION				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
60	EDUCATION				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
61	EDUCATION				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
62	SECURITY				N/A - John Nelson will follow up with CCA.	**
63	SECURITY				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
64	SECURITY				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
65	EOIR					**
66	EOIR				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
67	EOIR				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
68	FACILITY				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
69	FACILITY				N/A - CCA is preparing this deliverable for Phase 2.a delivery	
70	COMMISSARY				N/A - will be moved on or about April 16th	

South Texas Family Residential Center

**PHASE TWO REQUIRED CHANGE ORDERS ABSORBED BY CCA EXCEPT WHERE NOTED
COST IS DRAFT AS OF 3/13/2015 AND CANNOT BE FINALIZED UNTIL COMPLETION**

ORIGINAL #	Type	Specific concern	Resolution	Estimated Cost	Actual Cost	Comment (CCA comments are in red, ICE comments remain in black)	Required / Not Required	Notes
1	Intake	(b)(4); (b)(5); (b)(7)(E)					Required	
2	Intake						Required	
3	Intake						Required	
4	Intake							
5	Intake						Required	
6	Intake						Required	
7	Medical						Required	NOTHING BEING DONE ON THIS DUE TO ITEM #8 RESOLVING
8	Medical						Required	
9	Medical						Required	
10	Medical						Required	
11	Medical						Required	
12	Medical						Required	
13	Medical						Required	

ORIG- INAL #	Type	Specific concern	Resolution	Estimated Cost	Actual Cost	Comment (CCA comments are in red, ICE comments remain in black)	Required / Not Required	Notes				
		(b)(4); (b)(5)										
14	Medical										Required	
16	Medical										Required	
17	Medical											
18	Medical											
19	Medical										Required	
20	Medical										Required	
21	Medical										Required	
22	Medical										Required	
23	Medical										Required	
24	Medical											
26	Medical										Required	
27	Medical										Required	

ORIGINAL #	Type	Specific concern	Resolution	Estimated Cost	Actual Cost	Comment (CCA comments are in red, ICE comments remain in black)	Required / Not Required	Notes
28	Medical	(b)(4); (b)(5)						
29	Check-in							
30	CIS						Required	
31	CIS						Required	
33	CIS							
34	Education							
35	Education						Required	CCA PROVIDED LAYOUT AT NO COST. WE HAVE NOT PRICED ANY FURTHER ALTERATIONS.

ORIGINAL #	Type	Specific concern	Resolution	Estimated Cost	Actual Cost	Comment (CCA comments are in red, ICE comments remain in black)	Required / Not Required	Notes
36	Education	Room dividers do not provide adequate sound barrier	No known solution	80,000		Researching Options. No support exists for full height accordian. CCA to send ICE options to fall within this budget. See attached cut sheet	Required	DUE TO THE COMMENT BELOW CCA IS NOT PROVIDING ANYTHING NEW.
37	Education	(b)(4); (b)(5)						
39	Exterior Plant							
41	Housing Units						Required	CCA PROVIDED A DESIGN AND CURTAINS THAT WAS APPROVED AND THAT IS WHAT IS PRICED.
43	Housing Units						Required	
45	ICE / OPLA / Admin							
47	ICE / OPLA / Admin							
48	Monitored Care						Required	
49	Outdoor recreation						Required	
50	Recreation							
51	Visitation							
52	Visitation							

ORIGINAL #	Type	Specific concern	Resolution	Estimated Cost	Actual Cost	Comment (CCA comments are in red, ICE comments remain in black)	Required / Not Required	Notes
				(b)(5); (b)(4)				

SOUTH TEXAS FAMILY RESIDENTIAL FACILITY

CHANGE ORDER GRAPHICS PACKAGE

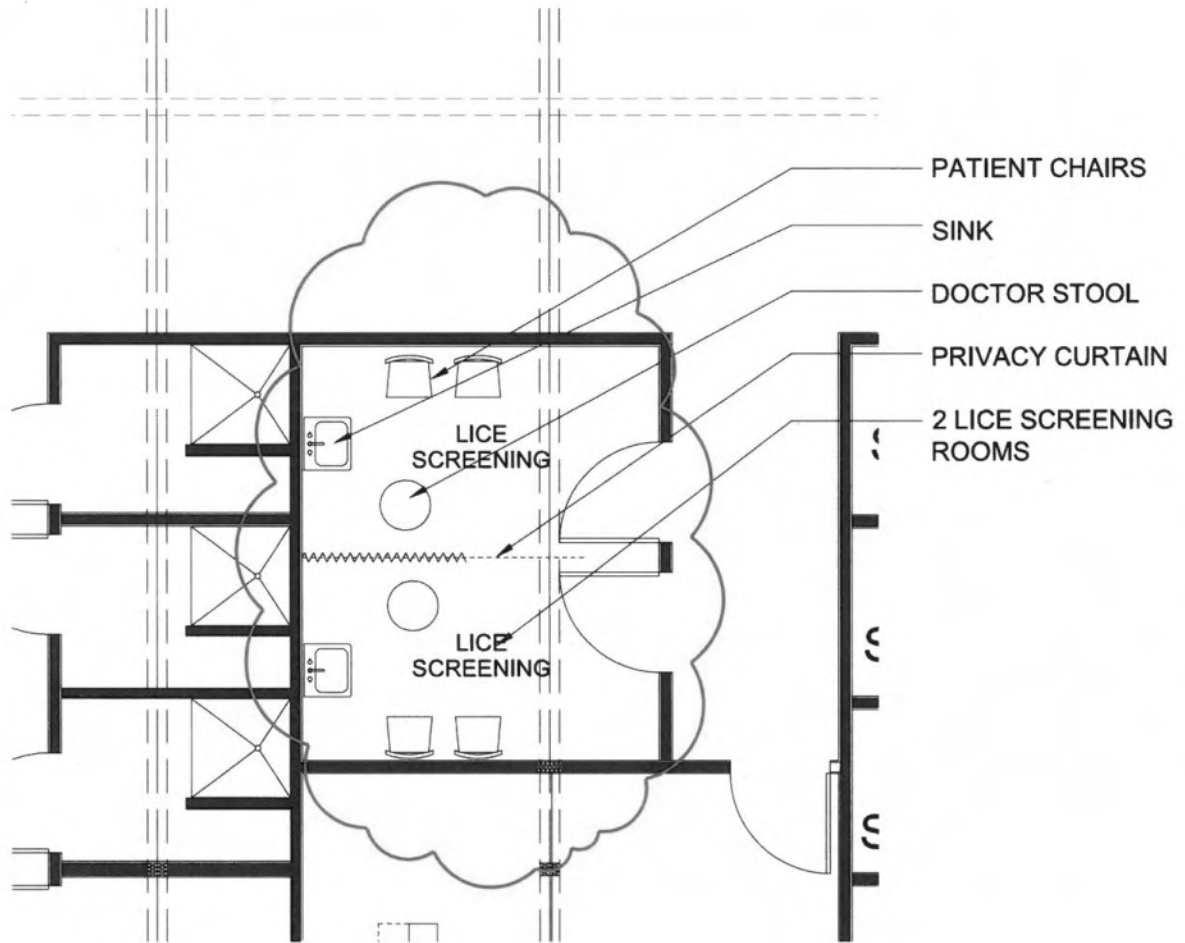
- CHANGE ORDER #1 Inadequate space in intake lice screening room
- CHANGE ORDER #2 "Inbound /outbound" wall in intake constricts waiting area capacity and processing flow.
- CHANGE ORDER #3 No intake clothing issuance area
- CHANGE ORDER #5 No initial clothing issuance space
- CHANGE ORDER #6 Inadequate privacy for intake showers
- CHANGE ORDER #8 Residents are exposed to elements while waiting in pill line
- CHANGE ORDER #9 Various doors in the medical unit were not sized appropriately
- CHANGE ORDER #10 Urgent Care door width (2) are too narrow to allow stretcher to pass through.
- CHANGE ORDER #11 Visibility issue in Pharmacy and medical triage rooms
- CHANGE ORDER #12 Visibility issue in MHU area
- CHANGE ORDER #14 ICE wants to confirm furnishings in each medical room
- CHANGE ORDER #16 Inadequate number of eyewash stations
- CHANGE ORDER #19 No space allocated for gas tanks and other dental supplies
- CHANGE ORDER #21 Desk counters in the repurposed Medical Triage Trailers (2 rooms) X 3 trailers as currently shown does not afford enough work space for the required sink installation and exam table while allowing for privacy of computer screen.
- CHANGE ORDER # 22 Vision panel in medical triage exam rooms do not offer sufficient privacy.
- CHANGE ORDER # 23 Missing sink (hoppers) at Intake for urine disposal
- CHANGE ORDER #26 No outdoor medical recreation area
- CHANGE ORDER #27 Missing locking hardware
- CHANGE ORDER #29 Check in, Inadequate space to perform operations
- CHANGE ORDER #30 No CIS waiting room
- CHANGE ORDER #31 Inadequate CIS staff bathroom facilities
- CHANGE ORDER #35 Inadequate classroom space for population
- CHANGE ORDER #36 Room dividers do not provide adequate sound barrier
- CHANGE ORDER #41 Housing unit changing curtains provide inadequate privacy
- CHANGE ORDER #43 Unknown if phone booth doors have vision panel
- CHANGE ORDER #48 Monitored Care, Missing sink, fridge, counter space and storage
- CHANGE ORDER #49 Outdoor Parks, Inadequate seating in outdoor recreation areas

Updated April 6, 2015



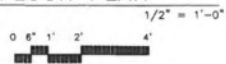
South Texas Residential Family Center
Dilley, Tx.

2020-ICLI-00042 4668



CHANGE ORDER ITEM #1
 Inadequate space in intake lice screening room

FLOOR PLAN



PROPOSED AREA FOR LICE SCREENING

UPDATED: MARCH 17, 2015



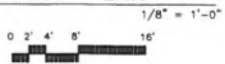
South Texas Residential Family Center
 Dilley, Tx.

(b)(7)(E)



CHANGE ORDER ITEM #2
"Inbound /outbound" wall in intake constricts waiting area capacity and processing flow

FLOOR PLAN



UPDATED: MARCH 17, 2015



South Texas Residential Family Center
Dilley, Tx.

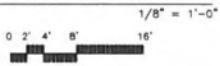
(b)(7)(E)

MOVE CHILD PLAY

E
E
E
E
8
G
D

CHANGE ORDER ITEM #3 and #4
#3 Not adequate intake clothing issuance area
#4 No play area in waiting room area of intake
#5 No initial clothing issuance space

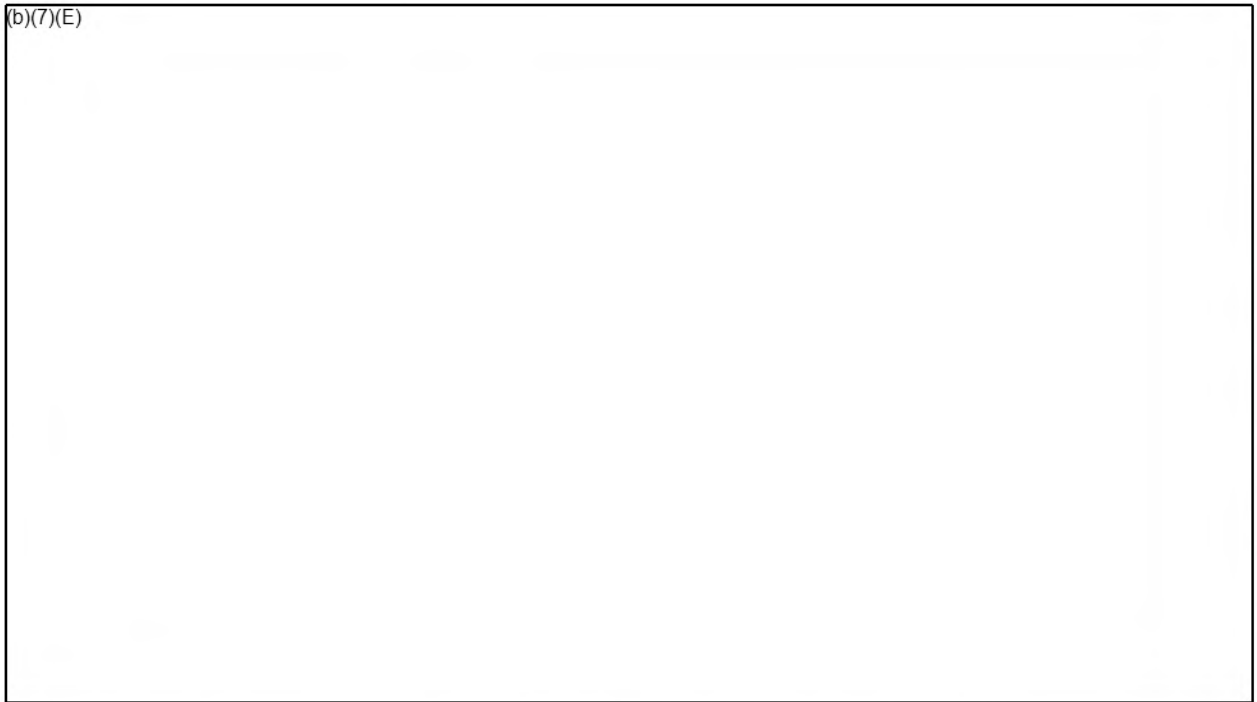
FLOOR PLAN



UPDATED: MARCH 17, 2015

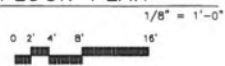


South Texas Residential Family Center
Dilley, Tx.



CHANGE ORDER ITEM #6 Inadequate privacy for intake showers

FLOOR PLAN



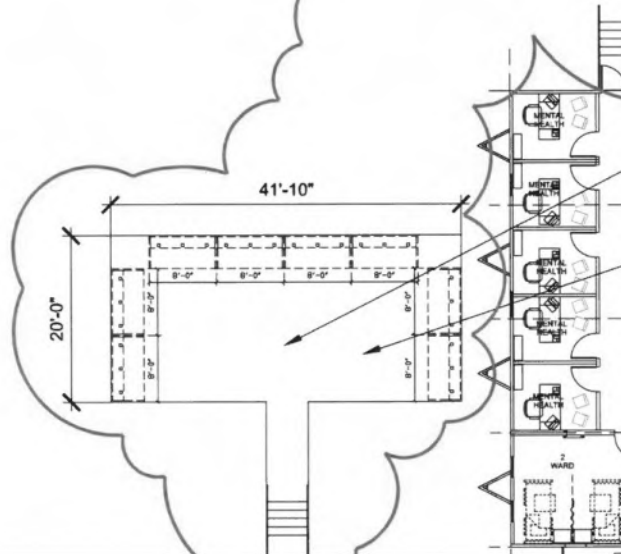
UPDATED: MARCH 17, 2015



CCA
America's Leader in Partnership of Communities
CCA.ORG

South Texas Residential Family Center
Dilley, Tx.

2020-ICLI-00042 4672



WALKABLE DRY SURFACE

ADD 8 "BUS SHELTER" STYLE WAITING AREAS FOR PILL LINE APPROXIMATE SIZES ARE (8) 5' X 8' UNITS. SEATING FOR APPROX. 32 RESIDENTS

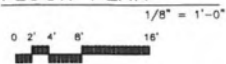
EXAMPLE ABOVE

DIMS ARE APPROX.

(b)(7)(E)

CHANGE ORDER ITEM #7 Resident traffic flow
#8 Residents are exposed to elements while waiting in pill line

FLOOR PLAN

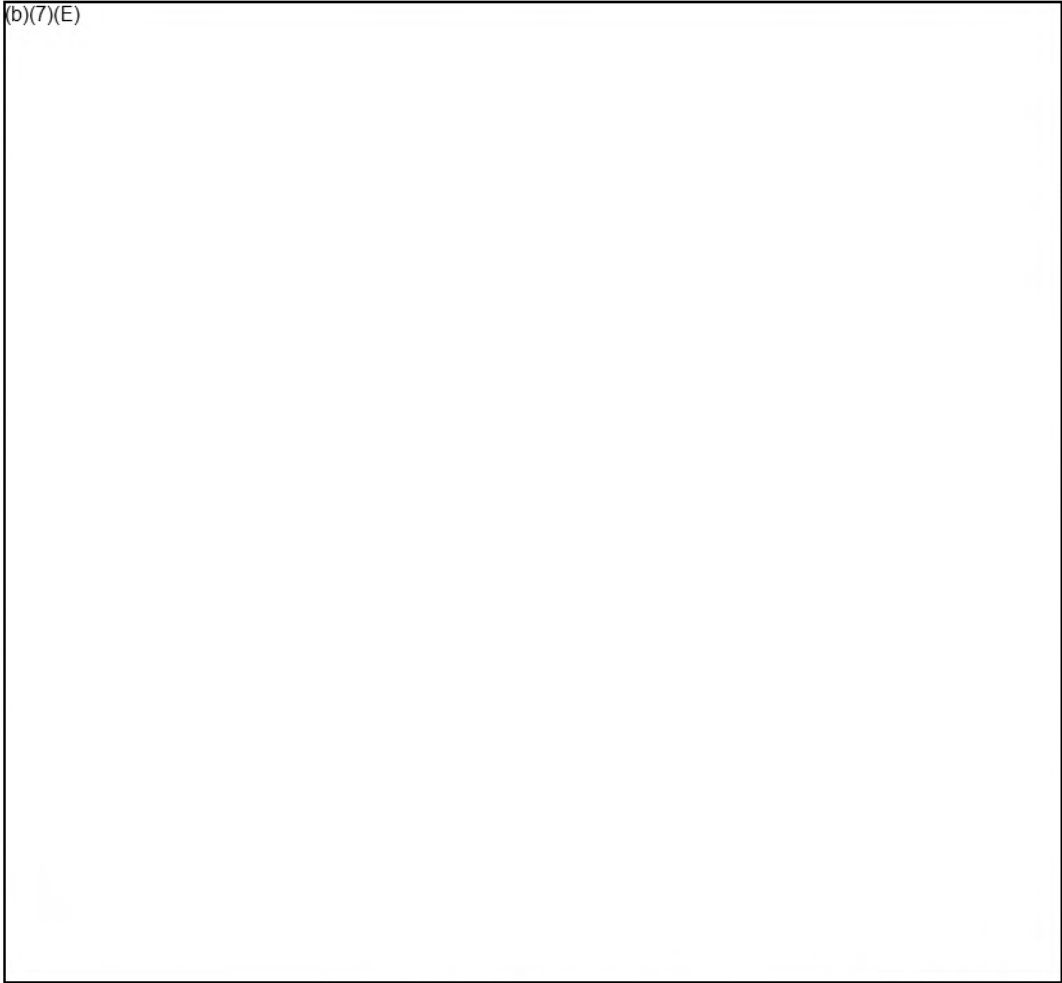


PROPOSED PILL LINE WAITING AREA OUTSIDE

UPDATED: MARCH 17, 2015



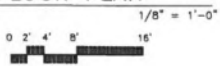
South Texas Residential Family Center
Dilley, Tx.



REPLACE 3 DOORS
WITH 4' WIDE DOORS
TO ALLOW GURNEY TO
PASS

CHANGE ORDER ITEM #9 Various doors in the medical unit were not sized appropriately
#10 Urgent Care door width (2) are too narrow to allow stretcher to pass through

FLOOR PLAN



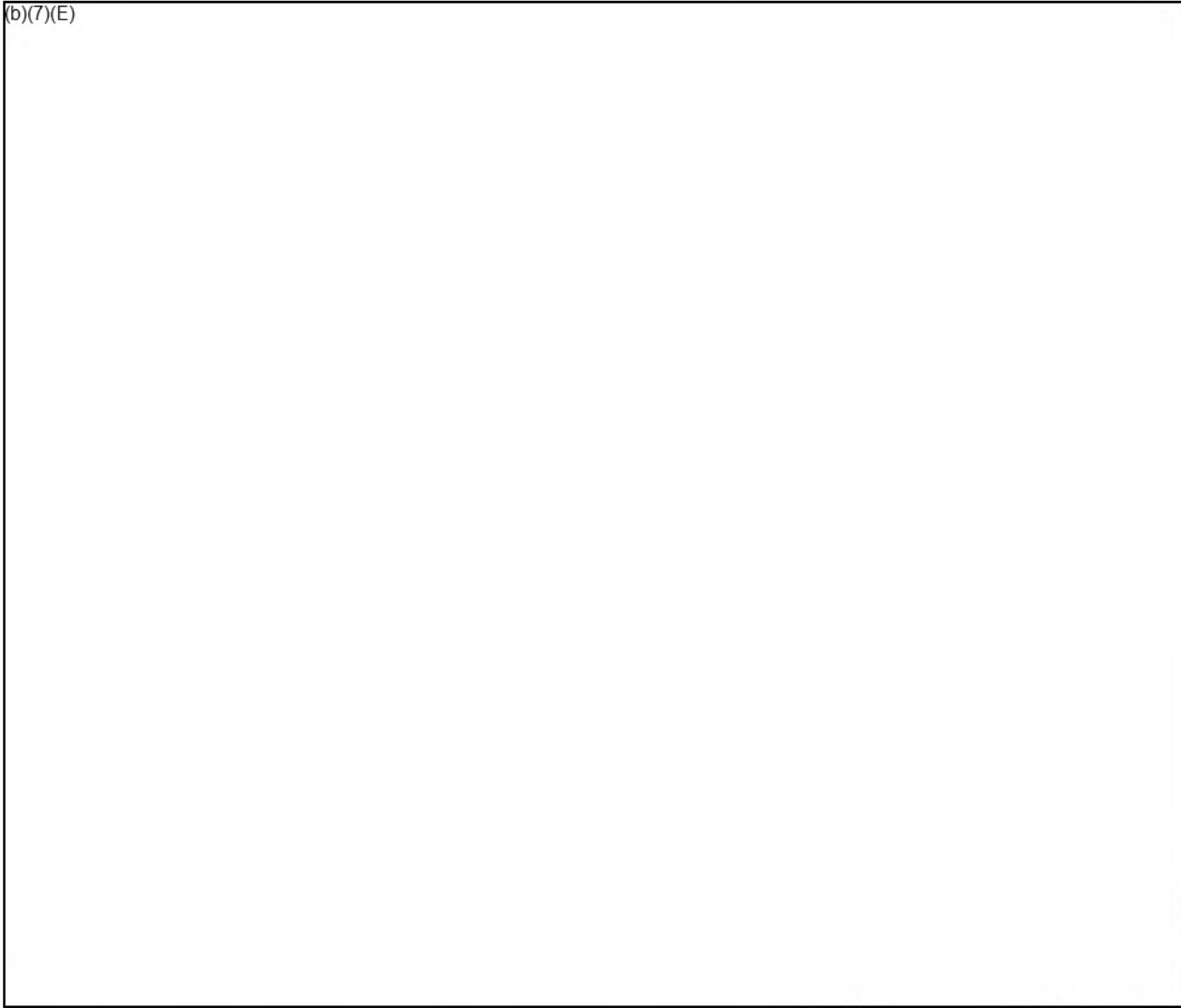
PROPOSED AREA FOR LICE SCREENING

UPDATED: MARCH 17, 2015

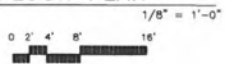


South Texas Residential Family Center
Dilley, Tx.

(b)(7)(E)



FLOOR PLAN



CHANGE ORDER ITEM # 11 Visibility issue in Pharmacy and medical triage rooms

PROPOSED AREA FOR LICE SCREENING

UPDATED: MARCH 17, 2015



South Texas Residential Family Center
Dilley, Tx.

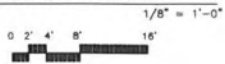
ADD VISION LIGHT INTO EACH
OF 14 MENTAL HEALTH UNIT
DOORS AND 2 BED WARDS

(b)(7)(E)



CHANGE ORDER ITEM # 12 Visibility issue in MHU area

FLOOR PLAN



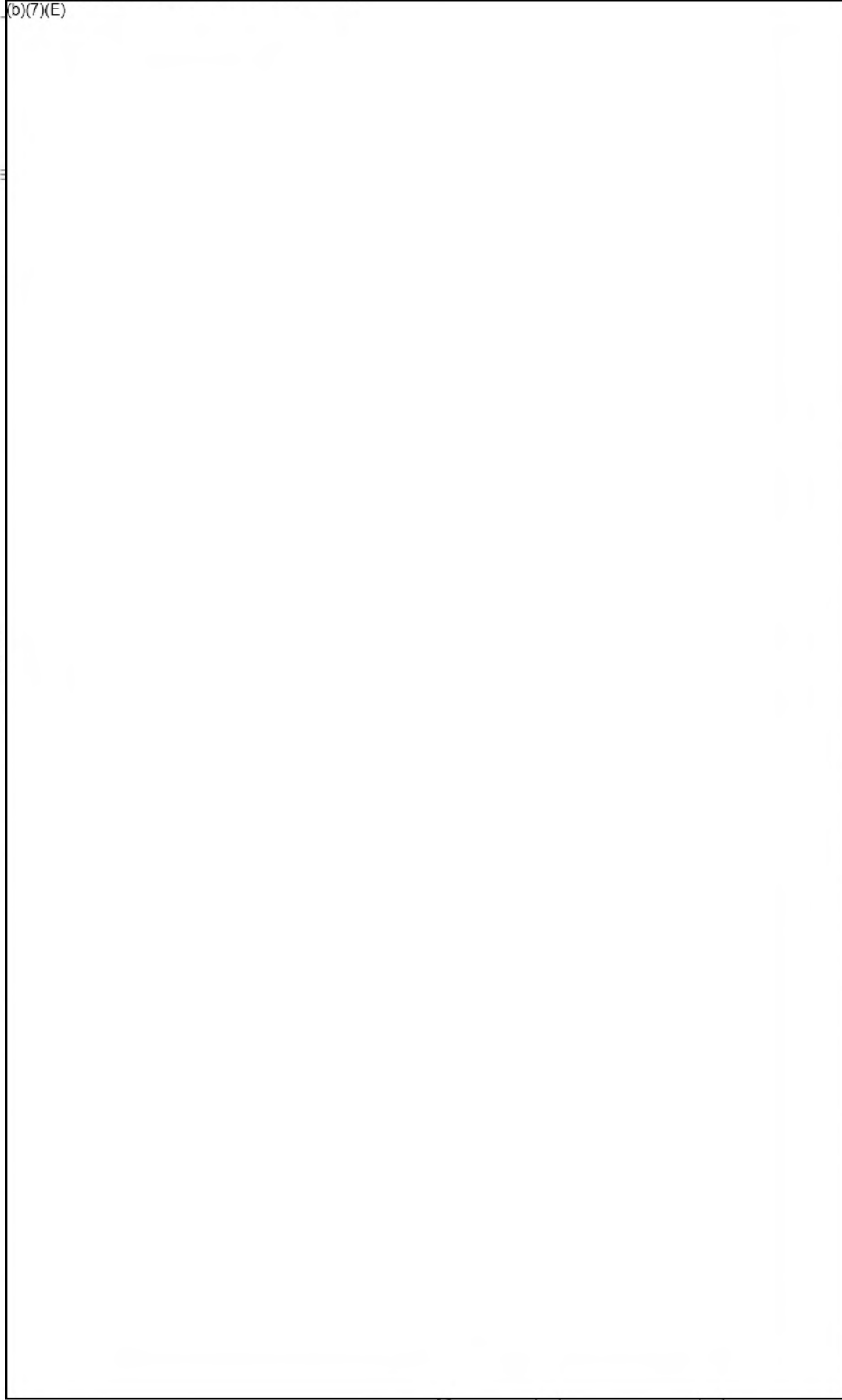
PROPOSED AREA FOR LICE SCREENING

UPDATED: MARCH 17, 2015



South Texas Residential Family Center
Dilley, Tx.

(b)(7)(E)



- WHITE METAL STEP ON TRASH CAN
- DOORING STOOL
- DISPENSER
- DISPENSER WITH GLASS DISPENSER
- SINK WITH EYE WASH
- PAPER TOWEL DISPENSER
- LIQUID SOAP DISPENSER
- UPPER CABINETS
- LOWER CABINETS
- RED METAL BIO-HAZARD TRASH CAN
- LAPTOP OR COMPUTER
- DESK AND CHAIR
- PHONE
- WALL CLOCK

UP

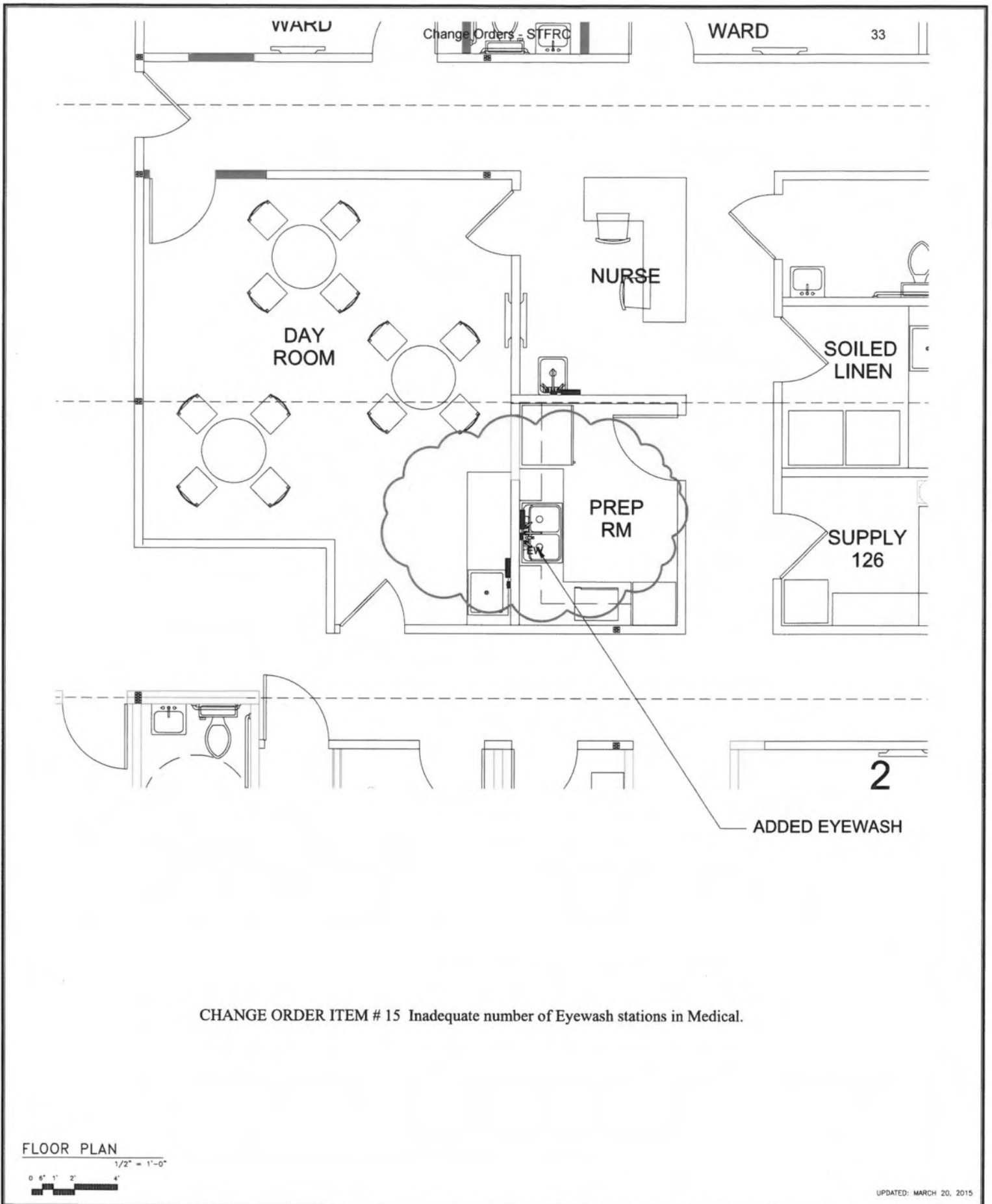
FLOOR PLAN
 1/8" = 1'-0"

CHANGE ORDER ITEM # 14 ICE wants to confirm furnishings in each medical room.

OVERALL MEDICAL FFE LAYOUT

South Texas Residential Family Center
 Dilley, Tx.

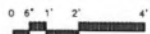




CHANGE ORDER ITEM # 15 Inadequate number of Eyewash stations in Medical.

FLOOR PLAN

1/2" = 1'-0"

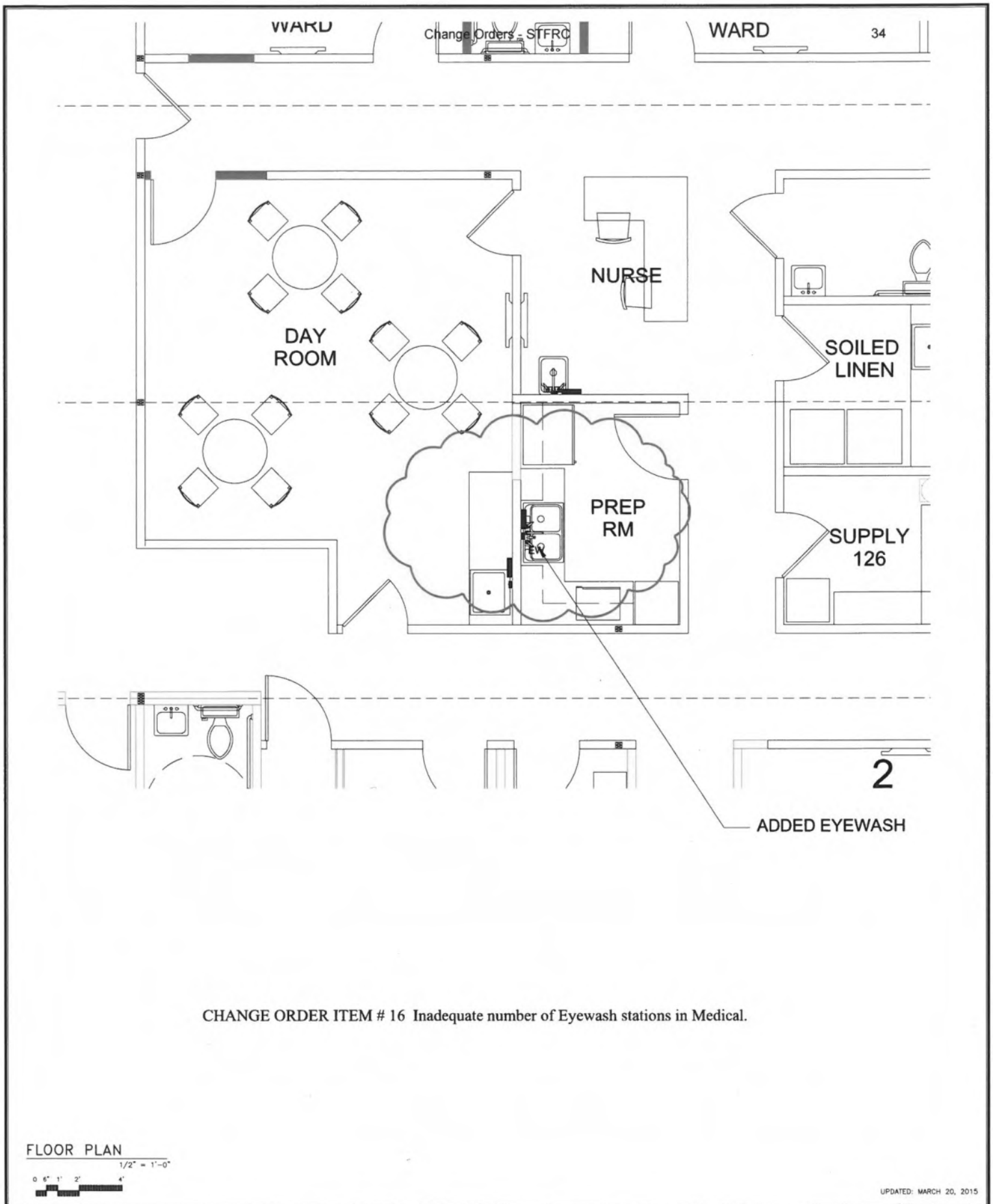


UPDATED: MARCH 20, 2015



South Texas Residential Family Center
Dilley, Tx.

2020-ICLI-00042 4678



CHANGE ORDER ITEM # 16 Inadequate number of Eyewash stations in Medical.



South Texas Residential Family Center
 Dilley, Tx.

2020-ICLI-00042 4679

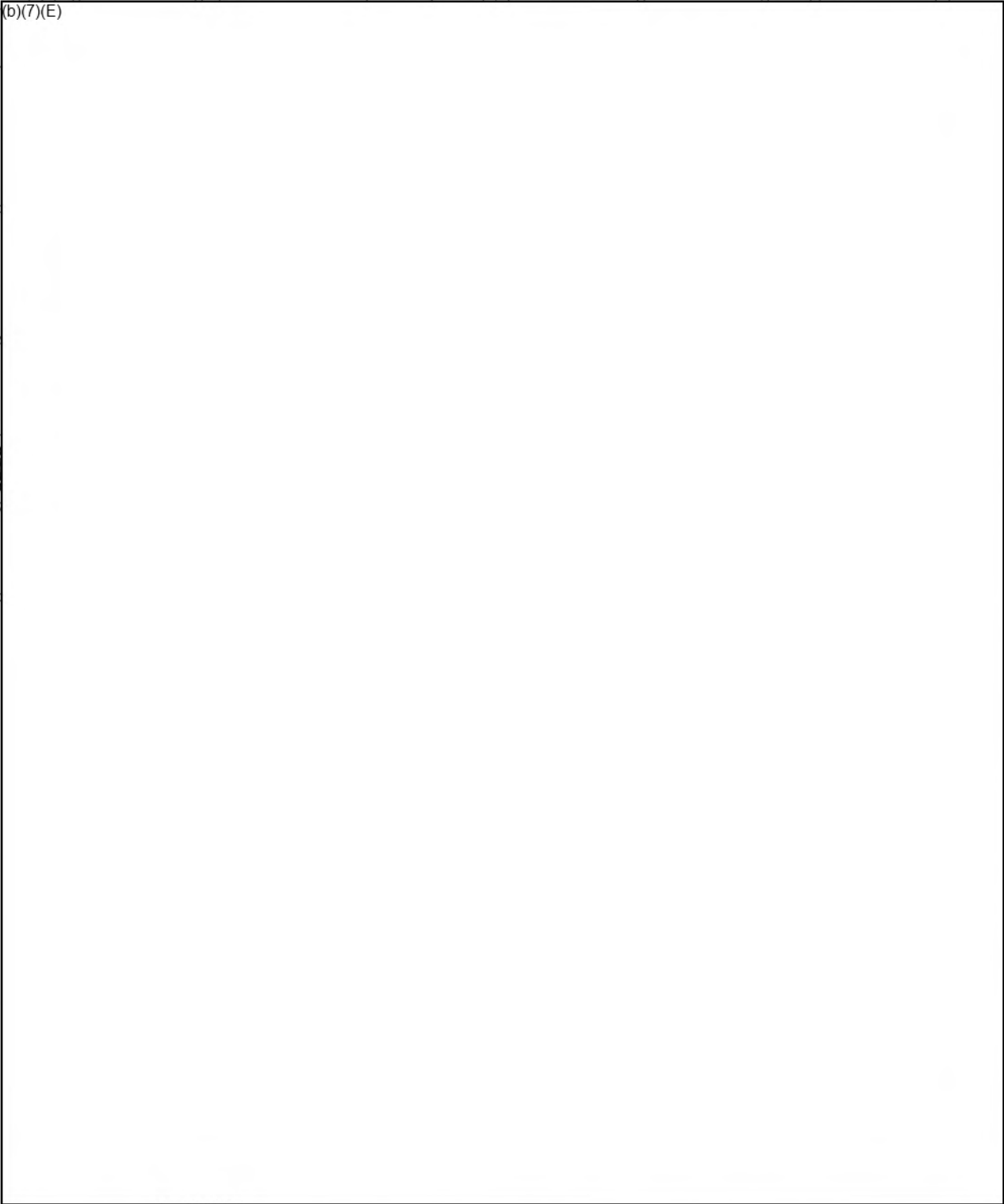
Change Orders - STFRC

35

MED GAS STORAGE

DENTAL SUPPLY

(b)(7)(E)



FLOOR PLAN

1/2" = 1'-0"



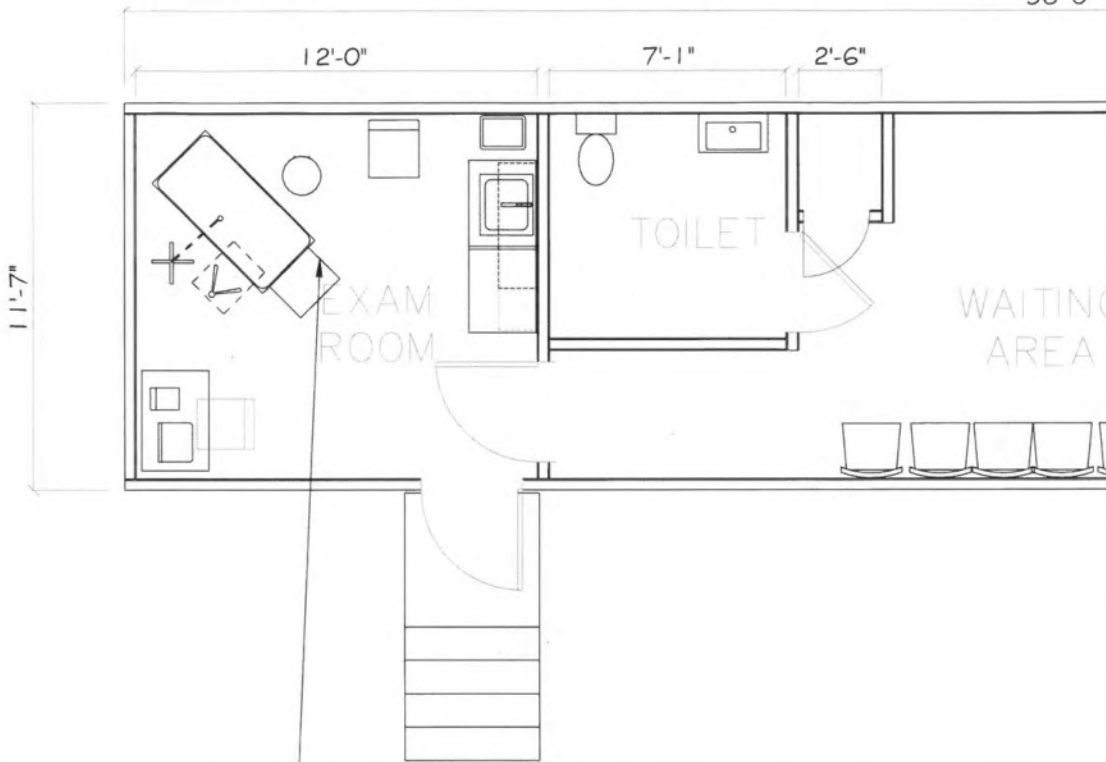
CHANGE ORDER ITEM # 19 No space allocated for gas tanks and other dental supplies

UPDATED: MARCH 20, 2015

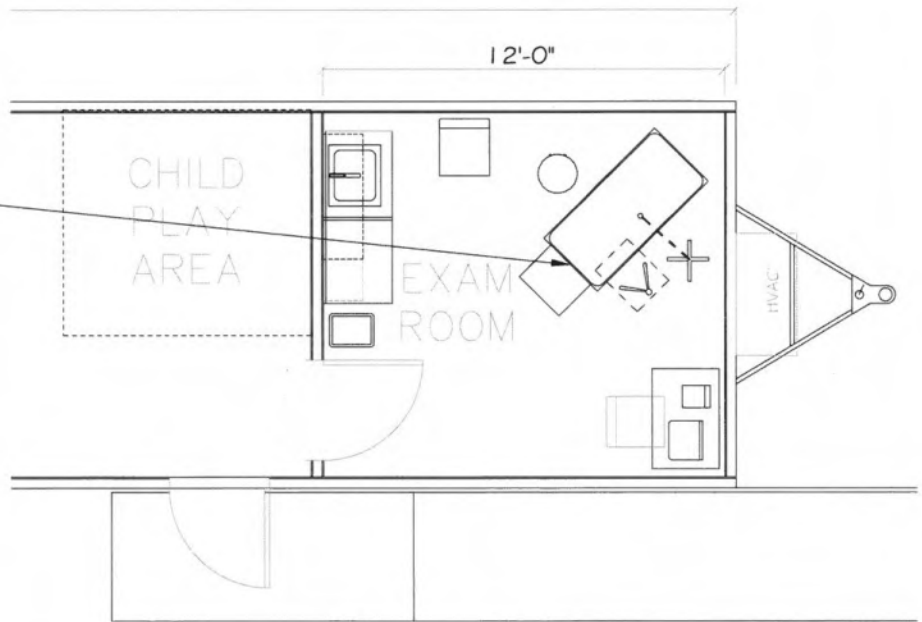


South Texas Residential Family Center
Dilley, Tx.

2020-ICLI-00042 4680



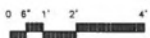
TYPICAL TRIAGE EXAM ROOM LAYOUT



CHANGE ORDER ITEM # 21 Desk counters in the repurposed Medical Triage Trailers (2 rooms) X 3 trailers as currently shown does not afford enough work space for the required sink installation and exam table while allowing for privacy of computer screen.

FLOOR PLAN

1/2" = 1'-0"

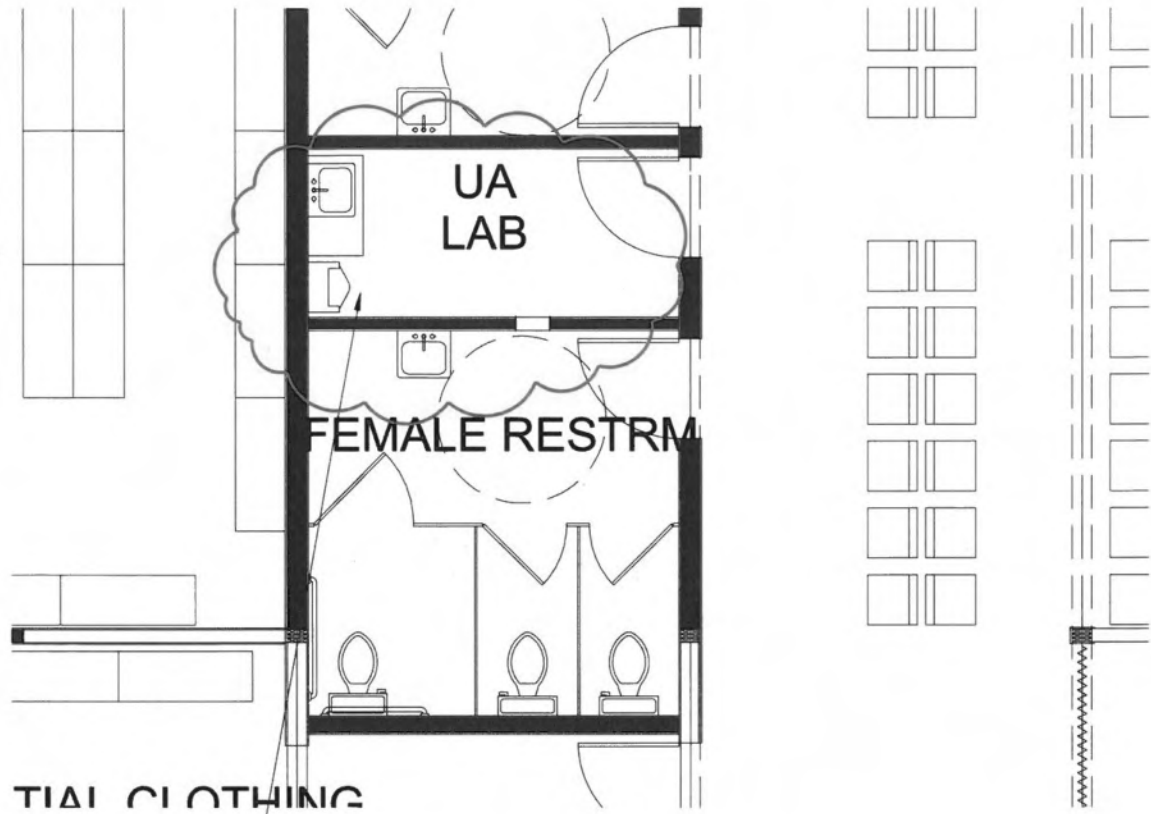


UPDATED: MARCH 20, 2015



CCA
COMMUNITY CARE ASSOCIATION
CCA.COM

South Texas Residential Family Center
Dilley, Tx.



TIAL CLOTHING

ADDED HOPPER FOR URINE DISPOSAL

CHANGE ORDER ITEM # 23 Missing sink (hoppers) at Intake for urine disposal

FLOOR PLAN

1/2" = 1'-0"

0 6" 1' 2' 4'

UPDATED: MARCH 20, 2015



South Texas Residential Family Center
Dilley, Tx.

(b)(7)(E)

MAIN
ENTRANCE



T S R A O N L M J K L I H G F E D C B A

Ⓛ IDENTIFIES LOCKS ADDED

CHANGE ORDER ITEM # 27 Missing locking hardware

FLOOR PLAN

1/4" = 1'-0"



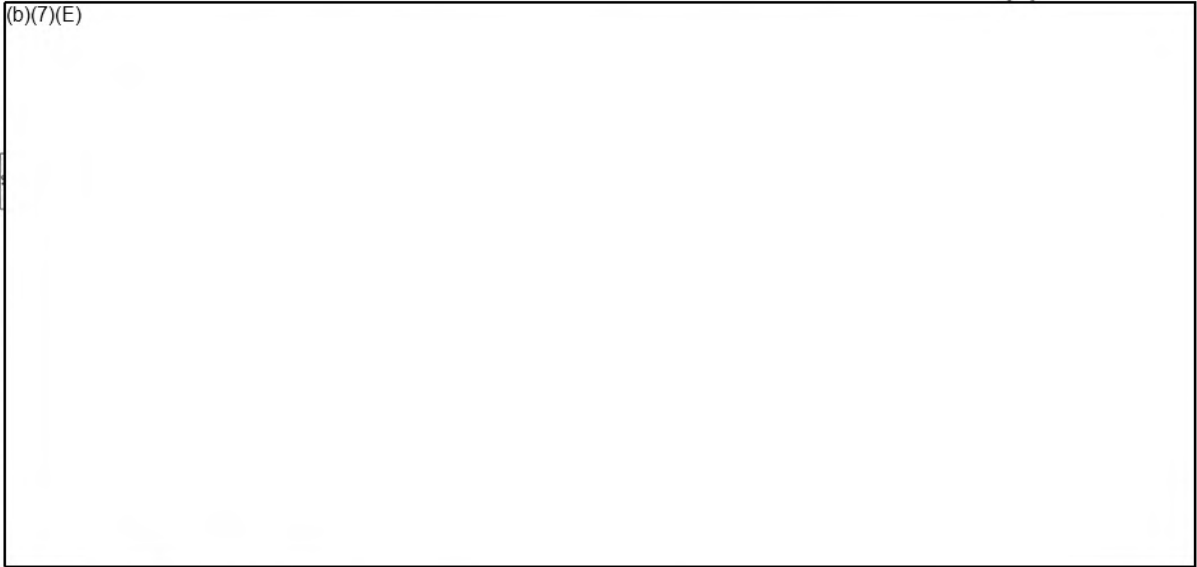
UPDATED: MARCH 20, 2015



South Texas Residential Family Center
Dilley, Tx.

2020-ICLI-00042 4683

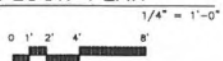
(b)(7)(E)



ENLARGED LOBBY CHECK IN
SPACE

CHANGE ORDER ITEM # 29 Check in- Inadequate space to perform
operations.

FLOOR PLAN



UPDATED: MARCH 20, 2015



South Texas Residential Family Center
Dilley, Tx.

RECONFIGURED
WAITING AREA

CHILDREN
PLAY

(b)(7)(E)

E

D

C

B

A

ENLARGED CIS WAITING
RECONFIGURED
RESTROOMS

CHANGE ORDER ITEM
30 No CIS waiting room
31 Inadequate CIS staff bathroom facilities

FLOOR PLAN

1/4" = 1'-0"



UPDATED: MARCH 20, 2015



South Texas Residential Family Center
Dilley, Tx.

(b)(7)(E)

ENLARGED FLOOR PLAN OLDER GRADES

1/4" = 1'-0"



ENLARGED FLOOR PLAN YOUNGER GRADES

1/4" = 1'-0"



*** PROPOSED
RECONFIGURATION OF
CLASSROOM FURNITURE
* PROPOSED CLASSROOM
SEPARATION**

CHANGE ORDER ITEM

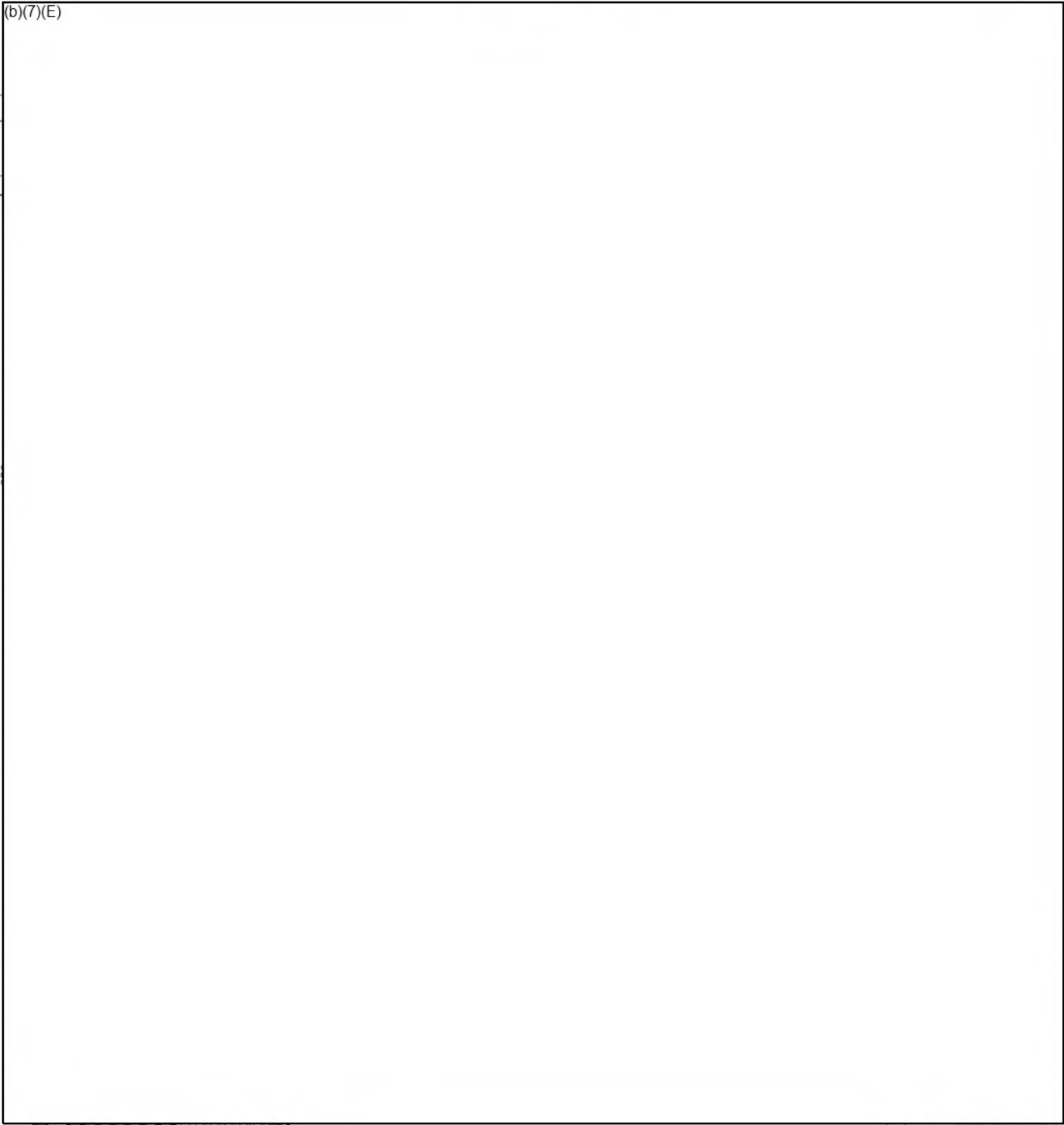
- # 35 Inadequate classroom space for population
- # 36 Room dividers do not provide adequate sound barrier

UPDATED: MARCH 20, 2015



**South Texas Residential Family Center
Dilley, Tx.**

(b)(7)(E)



- * ALL OUTLETS IN REACH OF CHILDREN SHALL BE COVERED WITH NON-TAMPER TYPE OUTLETS.
- * PROVIDE PRIVACY CURTAINS PER SKETCH ABOVE. APPROX. 4'-8" LONG WHEN EXTENDED AND 12" WHEN NOT EXTENDED. TYPICAL FOR EACH SLEEPING ROOM.
- * PROVIDE RESIDENT PHONE IN EACH LIVING ROOM.
- * PROVIDE ADA ACCESSIBLE RESTROOMS WHERE SHOWN ON SITE PLAN.
- * PROVIDE DATA DROPS IN HOUSING AS SHOWN ON PLANS.

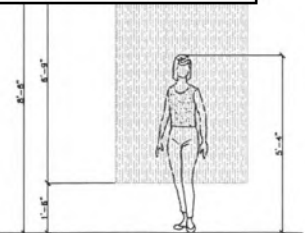
OVERALL FLOOR PLAN

1/16" = 1'-0"



CHANGE ORDER ITEM

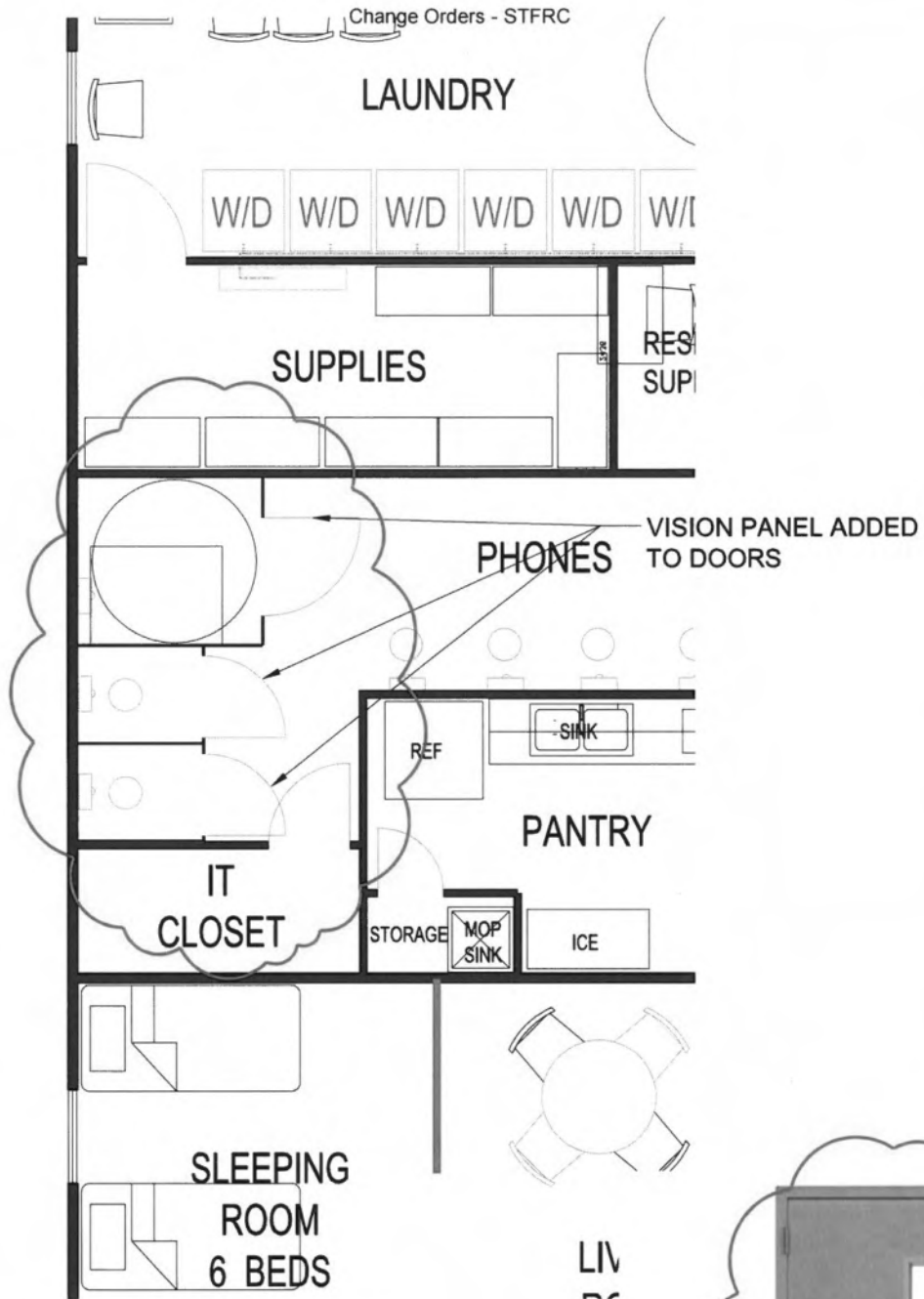
41 Housing unit changing curtains provide inadequate privacy



UPDATED: MARCH 20, 2015



South Texas Residential Family Center
Dilley, Tx.

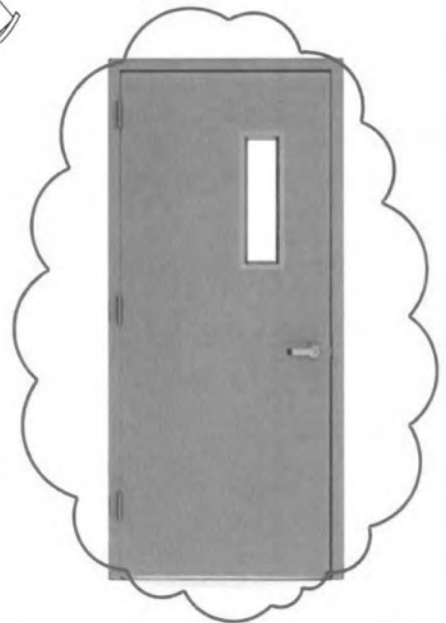


ENLARGED FLOOR PLAN PHONE BOOTHS

1/2" = 1'-0"



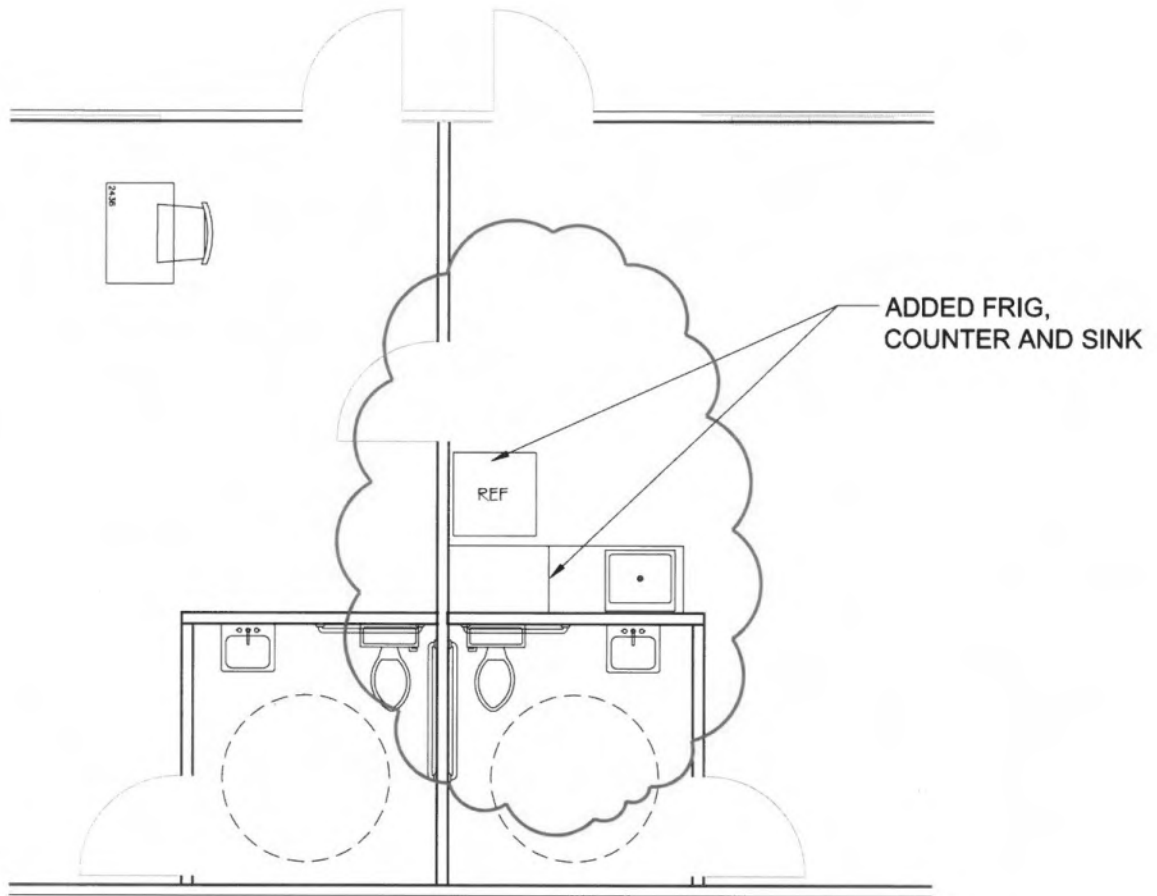
CHANGE ORDER ITEM
 # 43 Unknown if phone booth doors have vision panel



UPDATED: MARCH 20, 2015



South Texas Residential Family Center
 Dilley, Tx.



ENLARGED FLOOR PLAN MONITORED CARE

1/2" = 1'-0"



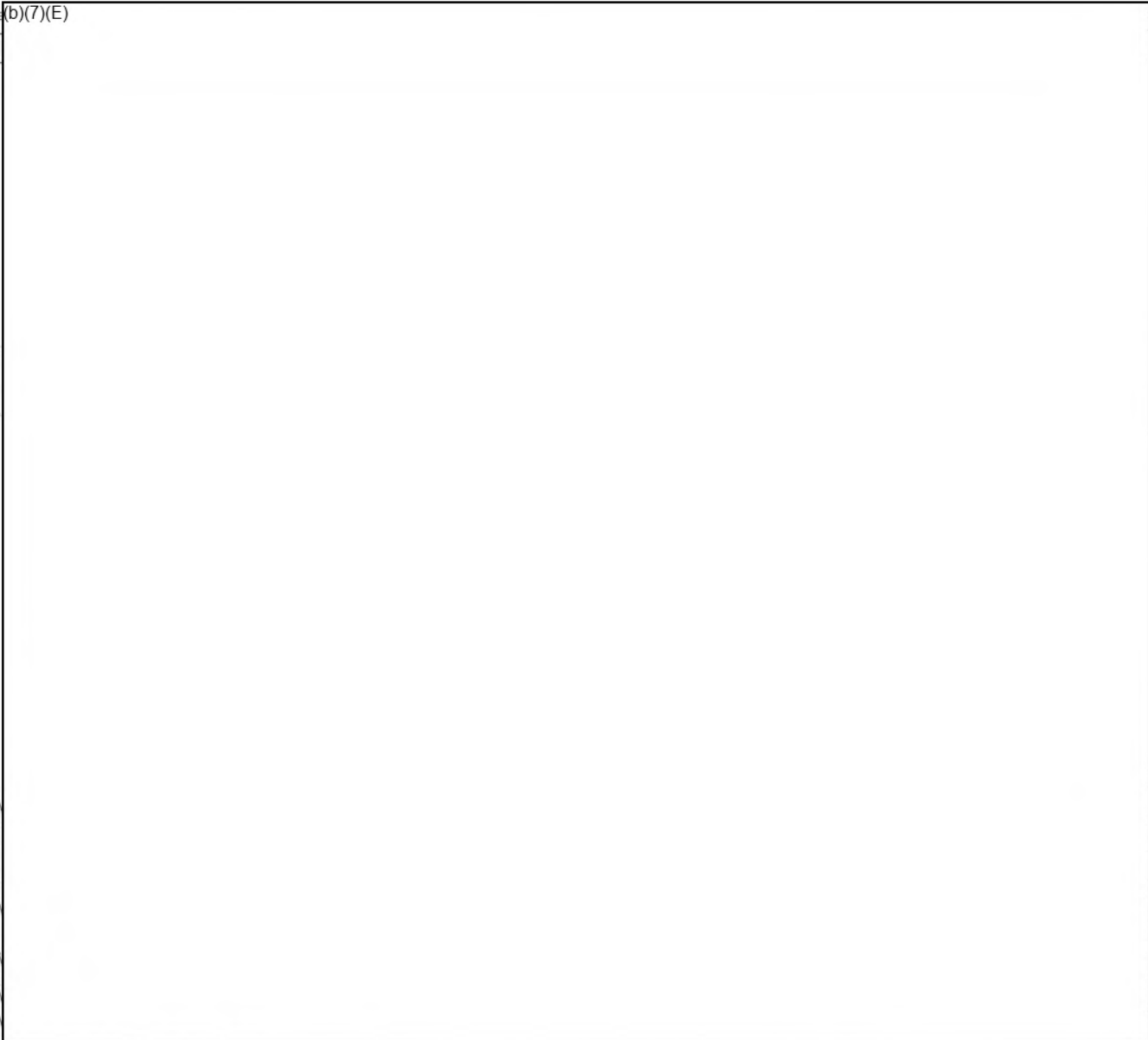
CHANGE ORDER ITEM
48 MONITORED CARE Missing sink, fridge, counter space and storage.

UPDATED: MARCH 20, 2015



South Texas Residential Family Center
Dilley, Tx.

(b)(7)(E)



TYPICAL ENLARGED PARK PLAN

1" = 30'-0"



TRASH CAN



BENCH



TABLE



CHANGE ORDER ITEM

49 Inadequate seating in outdoor recreation areas.

UPDATED: MARCH 20, 2015



South Texas Residential Family Center
Dilley, Tx.

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)
 PD0014 See Block 16C

6. ISSUED BY CODE ICE/DCR 7. ADMINISTERED BY (if other than item 5) CODE ICE/DM/DC-LAGUNA
 ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6); WASHINGTON DC 20536
 ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Attn: (b)(6); (949) 425-(b)(6); Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT ORDER NO. DROIGSA-06-0002/ X
 10B. DATED (SEE ITEM 13) 02/17/2006
 CODE 0025134220000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 002513422
 Program POC: (b)(6); (b)(7)(C) 602-766-(b)(6); (b)(6); (b)(7)(C) @ice.dhs.gov
 Finance POC: (b)(6); (b)(7)(C) 602-766-(b)(6); (b)(6); @ice.dhs.gov

The contractor shall comply with the requirements applicable to detention facilities contained in Subpart A of the U.S. Department of Homeland Security (DHS) regulation titled, "Standards to Prevent, Detect, and Respond to Sexual Abuse and Assault in Confinement Facilities," 79 Fed. Reg. 13100 (Mar 7, 2014), as outlined in Attachment 1.
 Exempt Action: Y
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6); (b)(7)(C)
 15B. DATE SIGNED 17/15
 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
 15B. DATE SIGNED 9-18-15
 15B. CONTROL NUMBER (b)(6); (b)(7)(C)

2 AMENDMENT/MODIFICATION NO. P00015	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO. PRO-15-L054	5 PROJECT NO. (If applicable)
--	-----------------------------------	---	-------------------------------

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

8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628	9A AMENDMENT OF SOLICITATION NO. 9B DATED (SEE ITEM 11) 10A MODIFICATION OF CONTRACT/ORDER NO DROIGSA-06-0002/ 10B DATED (SEE ITEM 13) 02/17/2006
---	--

CODE 0025134220000	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
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The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 9 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule

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

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

E. (IMPORTANT: Contractor is not is required to sign this document and return _____ 0 copies to the issuing office

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

DUNS Number: 002513422
Contracting Officer's Representative: (b)(6); (b)(7)(C)
Email: (b)(6); (b)(7)(C)@ice.dhs.gov
Telephone: 210-283-(b)(6);

Alternate Contracting Officer's Representative: Lisreth Smith
Email: (b)(6); (b)(7)(C)@ice.dhs.gov
Telephone: 210-386-(b)(6);

Program Point of Contact: (b)(6); (b)(7)(C)
Email: (b)(6); (b)(7)(C)@ice.dhs.gov
Continued ...

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

15A NAME AND TITLE OF SIGNER (Type or print)	15A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C DATE SIGNED
15B UNITED STATES OF AMERICA (b)(6); (b)(7)(C)	15C DATE SIGNED 7/10/15

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002//P00015

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Telephone: 210-896-(b)(6);</p> <p>OAQ DC POC: (b)(6); (b)(7)(C) Email: (b)(6); (b)(7)(C)@ice.dhs.gov Telephone: 202-732-(b)(6);</p> <p>OAQ LAGUNA POC: (b)(6); (b)(7)(C) Email: (b)(6); (b)(7)(C)@ice.dhs.gov Telephone: 949-360-(b)(6);</p> <p>The purpose of this modification is to incorporate the following wage determinations and Health and Welfare updates:</p> <p>Attachment 1 - Department of Labor Wage Rate Determination No. 2005-2023, Rev 17, dated 06/19/2013 is effective 3/1/2014.</p> <p>Attachment 2 - Department of Labor Wage Rate Determination No. 2005-2023, Rev 18, dated 07/25/2014 is effective 3/1/2015.</p> <p>Attachment 3 - Department of Labor Wage Rate Determination No. 2005-2023, Rev 19, dated 12/22/2014 is effective 4/1/2015.</p> <p>Health and Welfare updates: \$3.81 per hour effective 3/1/2014 \$4.02 per hour effective 4/1/2015</p> <p>In accordance with FAR 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts)(f) "The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the Contracting Officer may reasonably require.</p> <p>The terms of this modification (P00015) apply only to the Eloy Detention Center. Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002//P00015

PAGE 3 OF 3

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exempt Action: Y All other terms and conditions remain in full force and effect.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00016	3. EFFECTIVE DATE 08/05/2015	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6); WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite (b)(6); Washington DC 20536	CODE ICE/DCR

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628	(x) 9A. AMENOMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/
	10B. DATED (SEE ITEM 13) 02/17/2006
CODE 0025134220000	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 002513422
 Program POC: (b)(6); (b)(7)(C), 602-766 (b)(6);
 (b)(6); (b)(7)(C) @ice.dhs.gov
 Finance POC: (b)(6); (b)(7)(C) 602-766 (b)(6);
 (b)(6); @ice.dhs.gov
 OAQ DC POC: (b)(6); (b)(7)(C)
 Email: (b)(6); @ice.dhs.gov
 Telephone: 202-732 (b)(6);

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6); (b)(7)(C)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B. DATE SIGNED 8/28/15	16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C)
15C. DATE SIGNED 9/15/15	16C. DATE SIGNED 9/15/15

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this Modification P00016 is to revise Modification P00015 which incorporated three Department of Labor (DOL) Area Wide Wage Determinations.</p> <p>Based upon emails from DOL to ICE, the Contract Specific Wage Determination applicable to this contract remains under review. Until such time that DOL makes a determination as to the renewal of this Contract Specific Wage Determination or other application of the Service Contract Act to this contract, the City of Eloy shall be responsible for incorporating only the Health and Welfare fringe benefit increases as stated in the area wide wage determinations incorporated in Modification P00015.</p> <p>Because this action requires the application of retroactive increases to health and welfare rates paid to employees, the City of Eloy has sixty (60) days from receipt and signature of this Modification P00016 to submit a request for equitable adjustment.</p> <p>The City of Eloy also reserves the right to seek additional reimbursement based on the results of DOL's review of the contract including, but not limited to, seeking reimbursement under relevant contract clauses and law for any increased wages or fringe benefits retroactively made applicable to the contract by either DOL or ICE (including, but not limited to, wage rate increases in the area wide wage determinations incorporated through P00015, but currently stayed through issuance of this Modification P00016).</p> <p>Finally, this modification serves to correct health and welfare rates and dates stated in P00015. The following rates should be effective as of the dates listed below:</p> <p>\$3.81 per hour effective 3/1/2014 \$4.02 per hour effective 3/1/2015 Exempt Action: Y All other terms and conditions remain in full force and effect.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 11
2. AMENDMENT/MODIFICATION NO. P00017	3. EFFECTIVE DATE 09/10/2015	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6); WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite (b)(6); Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0025134220000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA--06-0002/	
		10B. DATED (SEE ITEM 13) 02/17/2006	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 002513422

Program POC: (b)(6); (b)(7)(C) 602-766-(b)(6);
(b)(6); (b)(7)(C) @ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C) 602-766-(b)(6);
(b)(6); @ice.dhs.gov

OAQ DC POC: (b)(6); (b)(7)(C)

Email (b)(6); @ice.dhs.gov

Telephone: 202-732-(b)(6);

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6); (b)(7)(C)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6);
15B. CONTRACT NO. (b)(6); (b)(7)(C)	16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C)
15C. DATE SIGNED 9/21/15	16C. DATE SIGNED 9/22/15

NSN 7540-0
Previous edition unknown

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002//P00017

PAGE OF
2 11

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to incorporate a revision to Section B (attached). This revision reflects a change in the monthly rates for month 7, 8, 11 and 12 on CLIN 0001 and month 12 on CLIN 0005. For CLINs 1001 and 1005, the month 13 rate changes for both.</p> <p>The rates are changed as follows:</p> <p>CLIN 0001 (b)(4)</p> <p>For month 11: (b)(4)</p> <p>These changes are pursuant to the start of religious services in month 9 and as noted in Section B.</p> <p>CLIN 0001 For month 12: (b)(4)</p> <p>CLIN 0005 For month 12: (b)(4)</p> <p>For month 12 on these CLINs, the contractor shall invoice only for the period of performance through September 21, 2015.</p> <p>CLIN 1001 For month 13: (b)(4)</p> <p>CLIN 1005 For month 13: (b)(4)</p> <p>The contractor shall be permitted to invoice for the period of performance September 22, 2015 through September 30, 2015 against month 13. Invoices for month 13 shall be paid against task Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002//P00017

PAGE OF
3 11

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>order HSCEDM-15-F-IG290.</p> <p>Note: The terms of this modification (P00017) apply only to the South Texas Family Residential Center.</p> <p>Facility Location:</p> <p>South Texas Family Residential Center 1925 West Highway 85 Dilley, Texas 78017</p> <p>Exempt Action: Y All other terms and conditions remain in full force and effect.</p>				

CLIN 0001
RESIDENTIAL BEDS UP TO 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, religious services and transportation and fuel related expenses to medical and legal/court trips.

Qty = 1
Unit of measure = EA

MO Monthly Invoice Amounts

1	\$	(b)(4)
2	\$	(b)(4)
3	\$	(b)(4)
4	\$	(b)(4)
5	\$	(b)(4)
6	\$	(b)(4)
7	\$	(b)(4)
8	\$	(b)(4)
9	\$	(b)(4)
10	\$	(b)(4)
11	\$	(b)(4)
12	\$	(b)(4)
Total	\$	(b)(4)

which will consist of the following two invoices:
which will consist of the following two invoices:

(b)(4)

October Invoice &
November Invoice &

(b)(4)

December Invoice
January Invoice

*assuming religious services start in month 9

For the period of performance through to 9/21/2015

CLIN 0001A
RESIDENTIAL BEDS OVER 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips for bed space over 2400.

(b)(4)

CLIN 0002
UP FRONT COSTS

This CLIN provides funding for up front costs.

(b)(4)

CLIN 0003
TRANSPORTATION - GUARANTEED

This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles.

(b)(4)

CLIN 0004
TRANSPORTATION - OVER 50,000 MILES

This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles.

(b)(4)

CLIN 0005

EDUCATION

This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts						
3	\$	(b)(4)	which will consist of the following two invoices: which will consist of the following two invoices:	(b)(4) October Invoice & November Invoice & (b)(4) December Invoice January Invoice			
4	\$						
5	\$						
6	\$						
7	\$						
8	\$						
9	\$						
10	\$						
11	\$						
12	\$						
Total	\$					For the period of performance through to 9/21/2015	

CLIN 0006
GUARD RATE

This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services.

(b)(4)

CLIN 0007
VOLUNTARY WORK PROGRAM

This CLIN provides reimbursement for the detainee work program in accordance with the PWS.

(b)(4)

CLIN 0008
SACK LUNCHES

This CLIN provides a price per sack lunch, which will be provided in accordance with the PWS Section xiii. Food Services.

(b)(4)

CLIN 1001
RESIDENTIAL BEDS UP TO 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, religious services and transportation and fuel related expenses to medical and legal/court trips.

Qty = 1
Unit of measure = EA

MO Monthly Invoice Amounts

13	\$	(b)(4)	* This month includes funding for month 13 and nine days of month 12 from 9/22/15-9/30/2015
14	\$	(b)(4)	
15	\$	(b)(4)	
16	\$	(b)(4)	
17	\$	(b)(4)	
18	\$	(b)(4)	
19	\$	(b)(4)	
20	\$	(b)(4)	
21	\$	(b)(4)	
22	\$	(b)(4)	
23	\$	(b)(4)	
24	\$	(b)(4)	
Total	\$	(b)(4)	

CLIN 1001A
RESIDENTIAL BEDS OVER 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips for bed space over 2400.

(b)(4)

CLIN 1003
TRANSPORTATION - GUARANTEED

This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles.

(b)(4)

CLIN 1004
TRANSPORTATION - OVER 50,000 MILES

This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles.

(b)(4)

CLIN 1005
EDUCATION

This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year.

Qty = 1
Unit of measure = EA

MO Monthly Invoice Amounts

13	\$	(b)(4)	* accounts for funding for month 13 and nine days of month 12 from 9/22/15-9/30/2015
14	\$		
15	\$		
16	\$		
17	\$		
18	\$		
19	\$		
20	\$		
21	\$		
22	\$		
23	\$		
24	\$		
Total	\$		

CLIN 1006
GUARD RATE

This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services.

(b)(4)

CLIN 1007
VOLUNTARY WORK PROGRAM

This CLIN provides reimbursement for the detainee work program in accordance with the PWS.

(b)(4)

CLIN 1008
SACK LUNCHES

This CLIN provides a price per sack lunch, which will be provided in accordance with the PWS Section xiii. Food Services.

(b)(4)

CLIN 2001
RESIDENTIAL BEDS UP TO 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, religious services and transportation and fuel related expenses to medical and legal/court trips.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts
25	\$ (b)(4)
26	\$
27	\$
28	\$
29	\$
30	\$
31	\$
32	\$
33	\$
34	\$
35	\$
36	\$
Total	\$

CLIN 2001A
RESIDENTIAL BEDS OVER 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips for bed space over 2400.

(b)(4)

CLIN 2003
TRANSPORTATION - GUARANTEED

This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles.

(b)(4)

CLIN 2004
TRANSPORTATION - OVER 50,000 MILES

This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles.

(b)(4)

CLIN 2005
EDUCATION

This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts	
25	\$	(b)(4)
26	\$	
27	\$	
28	\$	
29	\$	
30	\$	
31	\$	
32	\$	
33	\$	
34	\$	
35	\$	
36	\$	
Total	\$	

CLIN 2006
GUARD RATE

This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services.

(b)(4)

CLIN 2007
VOLUNTARY WORK PROGRAM

This CLIN provides reimbursement for the detainee work program in accordance with the PWS.

(b)(4)

CLIN 2008
SACK LUNCHES

This CLIN provides a price per sack lunch, which will be provided in accordance with the PWS Section xiii. Food Services.

(b)(4)

CLIN 3001
RESIDENTIAL BEDS UP TO 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, religious services and transportation and fuel related expenses to medical and legal/court trips.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts	
37	\$	(b)(4)
38	\$	
39	\$	
40	\$	
41	\$	
42	\$	
43	\$	
44	\$	
45	\$	
46	\$	
47	\$	
48	\$	
Total	\$	

CLIN 3001A
RESIDENTIAL BEDS OVER 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips for bed space over 2400.

(b)(4)

CLIN 3003
TRANSPORTATION - GUARANTEED

This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles.

(b)(4)

CLIN 3004
TRANSPORTATION - OVER 50,000 MILES

This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles.

(b)(4)

CLIN 3005
EDUCATION

This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts	(b)(4)
37	\$	
38	\$	
39	\$	
40	\$	
41	\$	
42	\$	
43	\$	
44	\$	
45	\$	
46	\$	
47	\$	
48	\$	
Total	\$	

CLIN 3006
GUARD RATE

This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services.

(b)(4)

CLIN 2007
VOLUNTARY WORK PROGRAM

This CLIN provides reimbursement for the detainee work program in accordance with the PWS.

(b)(4)

CLIN 2008
SACK LUNCHES

This CLIN provides a price per sack lunch, which will be provided in accordance with the PWS Section xiii. Food Services.

(b)(4)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 13
2. AMENDMENT/MODIFICATION NO. P00018	3. EFFECTIVE DATE 09/11/2015	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6); WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite (b)(6); Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0025134220000		9B. DATED (SEE ITEM 11)	
FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/	
		10B. DATED (SEE ITEM 13) 02/17/2006	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 002513422
 Program POC: (b)(6); (b)(7)(C) 602-766-(b)(6);
 (b)(6); (b)(7)(C) @ice.dhs.gov
 Finance POC: (b)(6); (b)(7)(C) 602-766-(b)(6);
 (b)(6); @ice.dhs.gov
 OAQ DC POC: (b)(6); (b)(7)(C)
 Email: (b)(6); @ice.dhs.gov
 Telephone: 202-732-(b)(6);

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C)	16C. DATE SIGNED 9/30/15

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002//P00018

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2 13

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to incorporate a new CLIN to Section B (attached). CLIN 1009, 2009 and 3009 will account for costs associated with medical rovers for the South Texas Family Residential Center in Dilley, Texas.</p> <p>Note: The terms of this modification (P00018) apply only to the South Texas Family Residential Center.</p> <p>Facility Location:</p> <p>South Texas Family Residential Center 1925 West Highway 85 Dilley, Texas 78017</p> <p>Exempt Action: Y All other terms and conditions remain in full force and effect.</p>				

CLIN 0001
RESIDENTIAL BEDS UP TO 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, religious services and transportation and fuel related expenses to medical and legal/court trips.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts	
1	\$	(b)(4)
2	\$	
3	\$	
4	\$	which will consist of the following two invoices:
5	\$	which will consist of the following two invoices:
6	\$	
7	\$	
8	\$	
9	\$	*assuming religious services start in month 9
10	\$	
11	\$	
12	\$	For the period of performance through to 9/21/2015
Total	\$	

(b)(4) October Invoice & November Invoice & (b)(4) December Invoice January Invoice

CLIN 0001A
RESIDENTIAL BEDS OVER 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips for bed space over 2400.

(b)(4)

CLIN 0002
UP FRONT COSTS

This CLIN provides funding for up front costs.

(b)(4)

CLIN 0003
TRANSPORTATION - GUARANTEED

This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles.

(b)(4)

CLIN 0004
TRANSPORTATION - OVER 50,000 MILES

This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles.

(b)(4)

CLIN 0005
EDUCATION

This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts				
3	\$	(b)(4)	which will consist of the following two invoices: which will consist of the following two invoices:	(b)(4) October Invoice & November Invoice &	
4	\$				(b)(4) December Invoice January Invoice
5	\$				
6	\$				
7	\$				
8	\$				
9	\$				
10	\$				
11	\$				
12	\$				
Total	\$			For the period of performance through to 9/21/2015	

CLIN 0006
GUARD RATE

This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services.

(b)(4)

CLIN 0007
VOLUNTARY WORK PROGRAM

This CLIN provides reimbursement for the detainee work program in accordance with the PWS.

(b)(4)

CLIN 0008
SACK LUNCHES

This CLIN provides a price per sack lunch, which will be provided in accordance with the PWS Section xiii. Food Services.

(b)(4)

CLIN 1001
RESIDENTIAL BEDS UP TO 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, religious services and transportation and fuel related expenses to medical and legal/court trips.

Qty = 1
Unit of measure = EA

MO Monthly Invoice Amounts

13	\$	(b)(4)
14	\$	(b)(4)
15	\$	(b)(4)
16	\$	(b)(4)
17	\$	(b)(4)
18	\$	(b)(4)
19	\$	(b)(4)
20	\$	(b)(4)
21	\$	(b)(4)
22	\$	(b)(4)
23	\$	(b)(4)
24	\$	(b)(4)
Total	\$	(b)(4)

* This month includes funding for month 13 and nine days of month 12 from 9/22/15-9/30/2015

CLIN 1001A
RESIDENTIAL BEDS OVER 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips for bed space over 2400.

(b)(4)

CLIN 1003
TRANSPORTATION - GUARANTEED

This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles.

(b)(4)

CLIN 1004
TRANSPORTATION - OVER 50,000 MILES

This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles.

(b)(4)

CLIN 1005
EDUCATION

This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year.

Qty = 1
Unit of measure = EA

MO Monthly Invoice Amounts

13	\$	(b)(4)
14	\$	(b)(4)
15	\$	(b)(4)
16	\$	(b)(4)
17	\$	(b)(4)
18	\$	(b)(4)
19	\$	(b)(4)
20	\$	(b)(4)
21	\$	(b)(4)
22	\$	(b)(4)
23	\$	(b)(4)
24	\$	(b)(4)
Total	\$	(b)(4)

* accounts for funding for month 13 and nine days of month 12 from 9/22/15-9/30/2015

CLIN 1006
GUARD RATE

This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services.

(b)(4)

CLIN 1007
VOLUNTARY WORK PROGRAM

This CLIN provides reimbursement for the detainee work program in accordance with the PWS.

(b)(4)

CLIN 1008
SACK LUNCHES

This CLIN provides a price per sack lunch, which will be provided in accordance with the PWS Section xiii. Food Services.

(b)(4)

CLIN 1009
MEDICAL ROVERS

This CLIN provides for 10 medical rovers and appropriate relief factors.

(b)(4)

CLIN 2001
RESIDENTIAL BEDS UP TO 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, religious services and transportation and fuel related expenses to medical and legal/court trips.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts	
25	\$	(b)(4)
26	\$	
27	\$	
28	\$	
29	\$	
30	\$	
31	\$	
32	\$	
33	\$	
34	\$	
35	\$	
36	\$	
Total	\$	

CLIN 2001A
RESIDENTIAL BEDS OVER 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips for bed space over 2400.

(b)(4)

CLIN 2003
TRANSPORTATION - GUARANTEED

This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles.

(b)(4)

CLIN 2004
TRANSPORTATION - OVER 50,000 MILES

This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles.

(b)(4)

CLIN 2005
EDUCATION

This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts	
25	\$	(b)(4)
26	\$	
27	\$	
28	\$	
29	\$	
30	\$	
31	\$	
32	\$	
33	\$	
34	\$	
35	\$	
36	\$	
Total	\$	

CLIN 2006
GUARD RATE

This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services.

(b)(4)

CLIN 2007
VOLUNTARY WORK PROGRAM

This CLIN provides reimbursement for the detainee work program in accordance with the PWS.

(b)(4)

CLIN 2008
SACK LUNCHES

This CLIN provides a price per sack lunch, which will be provided in accordance with the PWS Section xiii, Food Services.

(b)(4)

CLIN 2009
MEDICAL ROVERS

This CLIN provides for 10 medical rovers and appropriate relief factors.

(b)(4)

CLIN 3001
RESIDENTIAL BEDS UP TO 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, religious services and transportation and fuel related expenses to medical and legal/court trips.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts	
37	\$	(b)(4)
38	\$	
39	\$	
40	\$	
41	\$	
42	\$	
43	\$	
44	\$	
45	\$	
46	\$	
47	\$	
48	\$	
Total	\$	

CLIN 3001A
RESIDENTIAL BEDS OVER 2400

This CLIN accounts for the security, food, housing recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips for bed space over 2400.

(b)(4)

CLIN 3003
TRANSPORTATION - GUARANTEED

This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles.

(b)(4)

CLIN 3004
TRANSPORTATION - OVER 50,000 MILES

This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles.

(b)(4)

CLIN 3005
EDUCATION

This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year.

Qty = 1
Unit of measure = EA

MO	Monthly Invoice Amounts	
37	\$	(b)(4)
38	\$	
39	\$	
40	\$	
41	\$	
42	\$	
43	\$	
44	\$	
45	\$	
46	\$	
47	\$	
48	\$	
Total	\$	

CLIN 3006
GUARD RATE

This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services.

(b)(4)

CLIN 2007
VOLUNTARY WORK PROGRAM

This CLIN provides reimbursement for the detainee work program in accordance with the PWS.

(b)(4)

CLIN 2008
SACK LUNCHES

This CLIN provides a price per sack lunch, which will be provided in accordance with the PWS Section xiii. Food Services.

(b)(4)

CLIN 3009
MEDICAL ROVERS

This CLIN provides for 10 medical rovers and appropriate relief factors.

(b)(4)

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

From: (b)(6); (b)(7)(C)@cca.com>
Sent: Monday, September 28, 2015 6:16 PM
To: (b)(6); (b)(7)(C)
Cc: (b)(6); (b)(7)(C)
Subject: Medical Rovers
Attachments: Additional Supervision - Medical Rovers (17 RS).docx

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

Good afternoon. Attached you will find the costs associated with adding ten medical rover officers. The calculation also takes into account the relief needed to cover the posts. Below is the assumption used for the model:

<u>Shifts</u>	<u>Rover Requested</u>
0500-1330	1
0700-1530	4
1530-2100	5

The staff would be on eight hour shifts. Please let me know if you have any questions.

(b)(6);

[See how CCA is making a difference](#)

(i) This e-mail and any files transmitted with it are confidential and intended solely for the use of the intended recipient(s). If you have received this e-mail in error, please notify the sender immediately and delete this e-mail and any associated files from your system. (ii) Views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of Corrections Corporation of America. (iii) The recipient should check this e-mail and any attachments for the presence of viruses. The company accepts no liability for errors or omissions caused by e-mail transmission or any damage caused by any virus transmitted by or with this e-mail. This email has been scanned for content and viruses by the McAfee Email Security System.

SCHEDULE B				
PART II – PERSONNEL COSTS				
(Direct Costs – Personnel Supporting Detention Facility)				
Instructions: Provide name of retirement plans (i.e. N.Y.S. employees retirement system), insurance plans (i.e. Blue Cross/Blue Shield), or unemployment insurance contribution plans for positions listed in Schedule B – Part I).				
	Number of Employees Participating	Total Salary Base	Employer Contribution	Annual Cost (1)
1. Retirement Program(s)				
a. 401k Program	(b)(5)			
b.				
2. Insurance Program(s)				
a. Health Insurance				
b. Life Insurance				
c. Auto Liability Insurance				
d. Short-Term Disability Insurance				
e. AD&D Insurance				
3. Other Employee Con				
a. Unemployment Taxes				
b. Workers Compensation				

(1) Benefits costs provided represent CCA portion of each benefit item. Employee share not included in cost line items.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 10
2. AMENDMENT/MODIFICATION NO. P00019	3. EFFECTIVE DATE 10/30/2015	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6); WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite (b)(6); Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 002513422000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/	10B. DATED (SEE ITEM 13) 02/17/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 002513422

Program POC: (b)(6); (b)(7)(C) 602-766-(b)(6);

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

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

(b)(6); @ice.dhs.gov

OAQ DC POC: (b)(6); (b)(7)(C)

Email: (b)(6); (b)(7)(C)@ice.dhs.gov

Telephone: 202-732-(b)(6);

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6); (b)(7)(C)	15B. CONTRACT NO. (b)(6); (b)(7)(C)	15C. DATE SIGNED 11/2/15	15D. UNITED STATES OF AMERICA (b)(6); (b)(7)(C)	15E. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	16C. DATE SIGNED 10/30/2015
--	--	-----------------------------	--	--	--------------------------------

NSN 7540-01-15
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002//P00019

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2 10

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to:</p> <p>1)Correct CLINs 1009, 2009, and 3009 to reflect the correct amount of \$(b)(4) and to allow for monthly billing; and</p> <p>2)Decrease the amount of CLIN 0001 from (b)(4) reflect the unfilled religious services position for months 12 and 13.</p> <p>Both changes are reflected in the updated Schedule B, attached.</p> <p>Note: The terms of this modification (P00019) apply only to the South Texas Family Residential Center.</p> <p>Facility Location:</p> <p>South Texas Family Residential Center 1925 West Highway 85 Dilley, Texas 78017 Exempt Action: Y All other terms and conditions remain in full force and effect.</p>				

CLIN 0001
RESIDENTIAL BEDS UP TO 2400

This CLIN accounts for the security, food, housing, recreation, clothing, pro bono telephone calls, religious services, and transportation and fuel related expenses to medical and legal/court trips.

QTY = 1
Unit of measure = EA

MO	Monthly Invoice Amounts	(b)(4)
1	\$	
2	\$	
3	\$	
4	\$	
5	\$	
6	\$	
7	\$	
8	\$	
9	\$	
10	\$	
11	\$	
12	\$	
Total	\$	

which will consist of the following two invoices:
which will consist of the following two invoices:

(b)(4)

October Invoice & November Invoice &

(b)(4)

December Invoice January Invoice

assuming religious services start in month 9
for the period of performance through to 9/21/2015

CLIN 0001A
RESIDENTIAL BEDS OVER 2400

This CLIN accounts for the security, food, housing, recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips for bed space over 2400.

(b)(4)

CLIN 0002
UP FRONT COSTS

This CLIN provides funding for up front costs.

(b)(4)

CLIN 0003
TRANSPORTATION - GUARANTEED

This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles.

(b)(4)

CLIN 0004
TRANSPORTATION - OVER 50,000 MILES

This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles.

(b)(4)

CLIN 0005
EDUCATION

This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year

QTY = 1
Unit of measure = EA

MO	Monthly Invoice Amounts	(b)(4)	
3	\$		
4	\$		
5	\$		
6	\$		
7	\$		
8	\$		
9	\$		
10	\$		
11	\$		
12	\$		
Total	\$		

which will consist of the following two invoices:
which will consist of the following two invoices:

(b)(4)

October Invoice & November Invoice &

(b)(4)

December Invoice January Invoice

For the period of performance through to 9/21/2015

CLIN 0006
GUARD RATE

This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services.

(b)(4)

CLIN 0007
VOLUNTARY WORK PROGRAM

This CLIN provides reimbursement for the ~~detainee~~ work program in accordance with the PWS.

(b)(4)

CLIN 0008
SACK LUNCHES

This CLIN provides a price per sack lunch, which will be provided in accordance with the PWS Section xiii, Food Services.

(b)(4)

CLIN 1001
RESIDENTIAL BEDS UP TO 2400

This CLIN accounts for the security, food, housing, recreation, clothing, pro bono telephone calls, religious services, and transportation and fuel related expenses to medical and legal/court trips.

QTY = 1
Unit of measure = EA

MO Monthly Invoice Amounts

13	\$
14	\$
15	\$
16	\$
17	\$
18	\$
19	\$
20	\$
21	\$
22	\$
23	\$
24	\$
Total	\$

(b)(4)

This month includes funding for month 13 and nine days of month 12 from 9/22/15-9/30/2015 which consists of 9/22-9/30: \$6,080,893.25 and 10/1-10/31: \$20,269,644.17

CLIN 1001A
RESIDENTIAL BEDS OVER 2400

This CLIN accounts for the security, food, housing, recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips for bed space over 2400.

(b)(4)

CLIN 1003
TRANSPORTATION - GUARANTEED

This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles.

(b)(4)

CLIN 1004
TRANSPORTATION - OVER 50,000 MILES

This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles.

(b)(4)

CLIN 1005
EDUCATION

This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year.

QTY = 1
Unit of measure = EA

MO Monthly Invoice Amounts

13	\$
14	\$
15	\$
16	\$
17	\$
18	\$
19	\$
20	\$
21	\$
22	\$
23	\$
24	\$
Total	\$

(b)(4)

accounts for funding for month 13 and nine days of month 12 from 9/22/15-9/30/2015

CLIN 1006
GUARD RATE

This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services.

(b)(4)

CLIN 1007
VOLUNTARY WORK PROGRAM

This CLIN provides reimbursement for the detainee work program in accordance with the PWS.

(b)(4)

CLIN 1008
SACK LUNCHES

This CLIN provides a price per sack lunch, which will be provided in accordance with the PWS Section xiii, Food Services

(b)(4)

CLIN 1009
MEDICAL ROVERS

This CLIN provides for 10 medical rovers and appropriate relief factors.

(b)(4)

CLIN 2001
RESIDENTIAL BEDS UP TO 2400

This CLIN accounts for the security, food, housing, recreation, clothing, pro bono telephone calls, religious services, and transportation and fuel related expenses to medical and legal/court trips.

QTY = 1
Unit of measure = EA

MO	Monthly Invoice Amounts	(b)(4)
25	\$	
26	\$	
27	\$	
28	\$	
29	\$	
30	\$	
31	\$	
32	\$	
33	\$	
34	\$	
35	\$	
36	\$	
Total	\$	

CLIN 2001A
RESIDENTIAL BEDS OVER 2400

This CLIN accounts for the security, food, housing, recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips for bed space over 2400.

(b)(4)

CLIN 2003
TRANSPORTATION - GUARANTEED

This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles.

(b)(4)

CLIN 2004
TRANSPORTATION - OVER 50,000 MILES

This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles.

(b)(4)

CLIN 2005
EDUCATION

This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year.

QTY = 1
Unit of measure = EA

MO	Monthly Invoice Amounts	(b)(4)
25	\$	
26	\$	
27	\$	
28	\$	
29	\$	
30	\$	
31	\$	
32	\$	
33	\$	
34	\$	
35	\$	
36	\$	
Total	\$	

CLIN 2006
GUARD RATE

This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services.

(b)(4)

CLIN 2007
VOLUNTARY WORK PROGRAM

This CLIN provides reimbursement for the detainee work program in accordance with the PWS.

(b)(4)

CLIN 2008
SACK LUNCHES

This CLIN provides a price per sack lunch, which will be provided in accordance with the PWS Section xiii, Food Services.

(b)(4)

CLIN 2009
MEDICAL ROVERS

This CLIN provides for 10 medical rovers and appropriate relief factors.

(b)(4)

CLIN 3001
RESIDENTIAL BEDS UP TO 2400

This CLIN accounts for the security, food, housing, recreation, clothing, pro bono telephone calls, religious services, and transportation and fuel related expenses to medical and legal/court trips.

QTY = 1
Unit of measure = EA

MO	Monthly Invoice Amounts	(b)(4)
37	\$	
38	\$	
39	\$	
40	\$	
41	\$	
42	\$	
43	\$	
44	\$	
45	\$	
46	\$	
47	\$	
48	\$	
Total	\$	

CLIN 3001A
RESIDENTIAL BEDS OVER 2400

This CLIN accounts for the security, food, housing, recreation, clothing, pro bono telephone calls, and transportation and fuel related expenses to medical and legal/court trips for bed space over 2400.

(b)(4)

CLIN 3003
TRANSPORTATION - GUARANTEED

This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles.

(b)(4)

CLIN 3004
TRANSPORTATION - OVER 50,000 MILES

This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles.

(b)(4)

CLIN 3005
EDUCATION

This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year.

QTY = 1
Unit of measure = EA

MO	Monthly Invoice Amounts	(b)(4)
37	\$	
38	\$	
39	\$	
40	\$	
41	\$	
42	\$	
43	\$	
44	\$	
45	\$	
46	\$	
47	\$	
48	\$	
Total	\$	

CLIN 3006
GUARD RATE

This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services.

(b)(4)

CLIN 3007
VOLUNTARY WORK PROGRAM

This CLIN provides reimbursement for the **detainee work program in accordance with the PWS.**

QTY = 1
Unit of measure = LT
Unit price = \$10,000.00

CLIN 3008
SACK LUNCHES

This CLIN provides a price per sack lunch, which will be provided in accordance with the PWS Section xiii: Food Services.

(b)(4)

CLIN 3009
MEDICAL ROVERS

This CLIN provides for 10 medical rovers and appropriate relief factors.

(b)(4)

P00020 11/16/2015

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

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO.

CITY OF ELOY
628 N MAIN ST
ELOY AZ 852310628

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/

10B. DATED (SEE ITEM 13) 02/17/2006

CODE 002513422000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ 0 _____ copies to the issuing office.

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

DUNS Number: 002513422
Program POC: (b)(6); (b)(7)(C) 602-766 (b)(6);
(b)(6); (b)(7)(C) @ice.dhs.gov
Finance POC: (b)(6); (b)(7)(C) 602-766 (b)(6);
(b)(6); @ice.dhs.gov
OAQ DC POC: (b)(6); (b)(7)(C)
Email: (b)(6); (b)(7)(C)@ice.dhs.gov
Telephone: 202-732-(b)(6)

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

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

15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED

(b)(6); (b)(7)(C) 11/24/15 (b)(6); (b)(7)(C) 11/16/2015
(Signature of Contracting Officer)

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Pursuant to 29 CFR 4.5(c) and FAR 22.1015, this modification retroactively incorporates to December 10, 2011, 29 CFR Part 4.6 and 29 CFR Part 4.181 and the FAR clauses references on page 3 of this modification P00020 in the entirety (attached).</p> <p>It follows that this modification incorporates Department of Labor (DOL) area wide wage determination 05-2023 revision 16 (attached), which increased health and welfare (H&W) fringe benefits from \$3.59 to \$3.71 beginning on June 13, 2012.</p> <p>Based upon emails from DOL to ICE, the Contract Specific Wage Determination applicable to this contract remains under review. Until such time that DOL makes a determination as to the renewal of this Contract Specific Wage Determination or other application of the Service Contract Act to this contract, the City of Eloy shall be responsible for incorporating only the Health and Welfare fringe benefit increases as stated in the area wide wage determinations incorporated in modification P00015 and this modification.</p> <p>The City of Eloy shall be responsible for incorporating only the Health and Welfare fringe benefit increases as stated in the area wide wage determinations incorporated in modification P00015 and this modification.</p> <p>Because this action requires the application of retroactive increases to health and welfare rates paid to employees, the city of Eloy has sixty (60) days from receipt and signature of this modification P00020 to submit a request for equitable adjustment pertaining to all H&W adjustments incorporated in P00015, P00016 and P00020.</p> <p>The City of Eloy also reserves the right to seek additional reimbursement based on the results of DOL's review of the contract and the incorporation of the CFR and FAR clauses effective December 10, 2011 through the issuance of this modification P00020 including, but not limited to, seeking reimbursement under relevant contract clauses and law for any increased wages or fringe benefits retroactively made applicable</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002//P00020

PAGE OF
3 23

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>to the contract by either DOL or ICE (including, but not limited to, wage rate increases in the area wide wage determinations incorporated through P00015 and P00020, but currently stayed through issuance of modification P00016 and P00020).</p> <p>The following rates should be effective as of the dates listed below: \$3.71 per hour effective 6/13/2012 \$3.81 per hour effective 3/1/2014 \$4.02 per hour effective 3/1/2015</p> <p>Additionally, this modification incorporates the following FAR clauses by reference: 52.222-41 Service Contract Act of 1965 (NOV 2007) 52.222-43 Fair Labor Standards Act / Service Contract Act Price Adjustment - Multiple Year and Options Contracts (MAY 2014) 52.243-1 Changes - Fixed Price (AUG 1987) - Alternate I (APR 1984) Exempt Action: Y All other terms and conditions remain in full force and effect.</p>				

U.S. Department of Labor
WAGE AND HOUR DIVISION
230 N. First Ave Suite 402
Phoenix, AZ 85003



Transmitted via email

September 9, 2015

U.S. Department of Homeland Security
Immigration and Customs Enforcement
Attn: (b)(6); [redacted] Contracting Officer

RE: Service Contract Act Clauses and Stipulations
Contract No.: DROIGSA-06-0002

Dear Madame,

As you are aware, it has come to the attention of the Department of Labor (DOL) that the DHS ICE has issued a contract with CCA Tennessee in order to provide all housing, transportation, medical, guard services and food to federal inmates. The DOL has learned that the DHS ICE failed to include the Service Contract Act (SCA) or the Contract Work Hours and Safety Standards Act (CWHSSA) clauses and stipulations.

The Service Contract Act requires that all contracts over \$2,500 that are principally for the furnishing of services through the use of Service Employees to the United States, must include SCA provisions and the appropriate wage determination. Additionally, any contract over \$100,000 must incorporate the CWHSSA stipulations as well.

The Department of Labor is requesting pursuant to 29 CFR 4.5(c) that the contract be modified retroactively to the start date of the contract to include CFR Part 4.6 and CFR Part 4.181 in its entirety.

Please advise Wage and Hour Investigator (b)(6); (b)(7)(C) of your agency's actions with regard to the above-referenced matter within by Friday, October 9, 2015. You may contact (b)(6); (b)(7)(C) at 602-407-(b)(6); (b)(7)(C) if you need further assistance.

Sincerely,

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

Phoenix District Director

§ 4.180

cases where contractors are not exclusively engaged in Government contract work, and there are adequate records segregating the periods in which work was performed on contracts subject to the Act from periods in which other work was performed, the compensation specified under the Act need not be paid for hours spent on non-contract work. However, in the absence of records adequately segregating non-covered work from the work performed on or in connection with the contract, all employees working in the establishment or department where such covered work is performed shall be presumed to have worked on or in connection with the contract during the period of its performance, unless affirmative proof establishing the contrary is presented. Similarly, in the absence of such records, an employee performing any work on or in connection with the contract in a workweek shall be presumed to have continued to perform such work throughout the workweek, unless affirmative proof establishing the contrary is presented. Even where a contractor can segregate Government from non-Government work, it is necessary that the contractor comply with the requirements of section 6(e) of the FLSA discussed in § 4.160.

OVERTIME PAY OF COVERED EMPLOYEES

§ 4.180 Overtime pay—in general.

The Act does not provide for compensation of covered employees at premium rates for overtime hours of work. Section 6 recognizes, however, that other Federal laws may require such compensation to be paid to employees working on or in connection with contracts subject to the Act (see § 4.181) and prescribes, for purposes of such laws, the manner in which fringe benefits furnished pursuant to the Act shall be treated in computing such overtime compensation as follows: "In determining any overtime pay to which such service employees are entitled under any Federal law, the regular or basic hourly rate of such an employee shall not include any fringe benefit payments computed hereunder which are excluded from the regular rate under the Fair Labor Standards Act by provisions of section 7(d) [now section 7(c)]

29 CFR Subtitle A (7-1-11 Edition)

thereof." Fringe benefit payments which qualify for such exclusion are described in part 778, subpart C of this title. The interpretations there set forth will be applied in determining the overtime pay to which covered service employees are entitled under other Federal statutes. The effect of section 6 of the Act in situations where equivalent fringe benefits or cash payments are provided in lieu of the specified fringe benefits is stated in § 4.177(e) of this part, and illustrated in § 4.182.

§ 4.181 Overtime pay provisions of other Acts.

(a) *Fair Labor Standards Act.* Although provision has not been made for insertion in Government contracts of stipulations requiring compliance with the overtime provisions of the Fair Labor Standards Act, contractors and subcontractors performing contracts subject to the McNamara-O'Hara Service Contract Act may be required to compensate their employees working on or in connection with such contracts for overtime work pursuant to the overtime pay standards of the Fair Labor Standards Act. This is true with respect to employees engaged in interstate or foreign commerce or in the production of goods for such commerce (including occupations and processes closely related and directly essential to such production) and employees employed in enterprises which are so engaged, subject to the definitions and exceptions provided in such Act. Such employees, except as otherwise specifically provided in such Act, must receive overtime compensation at a rate of not less than $1\frac{1}{2}$ times their regular rate of pay for all hours worked in excess of the applicable standard in a workweek. See part 778 of this title. However, the Fair Labor Standards Act provides no overtime pay requirements for employees, not within such interstate commerce coverage of the Act, who are subject to its minimum wage provisions only by virtue of the provisions of section 6(a), as explained in § 4.180.

(b) *Contract Work Hours and Safety Standards Act.* (1) The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) applies generally to

Government contracts, including service contracts in excess of \$100,000, which may require or involve the employment of laborers and mechanics. Guards, watchmen, and many other classes of service employees are laborers or mechanics within the meaning of such Act. However, employees rendering only professional services, seamen, and as a general rule those whose work is only clerical or supervisory or nonmanual in nature, are not deemed laborers or mechanics for purposes of the Act. The wages of every laborer and mechanic for performance of work on such contracts must include compensation at a rate not less than 1½ times the employees' basic rate of pay for all hours worked in any workweek in excess of 40. Exemptions are provided for certain transportation and communications contracts, contracts for the purchase of supplies ordinarily available in the open market, and work, required to be done in accordance with the provisions of the Walsh-Healey Act.

(2) Regulations concerning this Act are contained in 29 CFR part 5 which permit overtime pay to be computed in the same manner as under the Fair Labor Standards Act.

(c) *Walsh-Healey Public Contracts Act.* As pointed out in § 4.117, while some Government contracts may be subject both to the McNamara-O'Hara Service Contract Act and to the Walsh-Healey Public Contracts Act, the employees performing work on the contract which is subject to the latter Act are, when so engaged, exempt from the provisions of the former. They are, however, subject to the overtime provisions of the Walsh-Healey Act if, in any workweek, any of the work performed for the employer is subject to such Act and if, in such workweek, the total hours worked by the employee for the employer (whether wholly or only partly on such work) exceed 40 hours in the workweek. In any such workweek the Walsh-Healey Act requires payment of overtime compensation at a rate not less than 1½ times the employee's basic rate for such weekly overtime hours. The overtime pay provisions of the

Walsh-Healey Act are discussed in greater detail in 41 CFR part 50-201.

[48 FR 49762, Oct. 27, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 61 FR 40716, Aug. 5, 1996]

§ 4.182 Overtime pay of service employees entitled to fringe benefits.

Reference is made in § 4.180 to the rules prescribed by section 6 of the Act which permit exclusion of certain fringe benefits and equivalents provided pursuant to section 2(a)(2) of the Act from the regular or basic rate of pay when computing overtime compensation of a service employee under the provisions of any other Federal law. As provided in § 4.177, not only those fringe benefits excludable under section 6 as benefits determined and specified under section 2(a)(2), but also equivalent fringe benefits and cash payments furnished in lieu of the specified benefits may be excluded from the regular or basic rate of such an employee. The application of this rule may be illustrated by the following examples:

(a) The A company pays a service employee \$4.60 an hour in cash under a wage determination which requires a monetary rate of not less than \$4 and a fringe benefit contribution of 50 cents which would qualify for exclusion from the regular rate under section 7(c) of the Fair Labor Standards Act. The contractor pays the 50 cents in cash because he made no contributions for fringe benefits specified in the determination and the contract. Overtime compensation in this case would be computed on a regular or basic rate of \$4 an hour.

(b) The B company has for some time been paying \$4.25 an hour to a service employee as his basic cash wage plus 25 cents an hour as a contribution to a welfare and pension plan, which contribution qualifies for exclusion from the regular rate under the Fair Labor Standards Act. For performance of work under a contract subject to the Act a monetary rate of \$4 and a fringe benefit contribution of 50 cents (also qualifying for such exclusion) are specified because they are found to be prevailing for such employees in the locality. The contractor may credit the 25 cent welfare and pension contribution

§ 4.6

cancellation, and termination). With respect to any contract subject to section 10 of the Act, the Administrator may require retroactive application of such wage determination. (See 53 Comp. Gen. 412, (1973); *Curtiss-Wright Corp. v. McClucas*, 381 F. Supp. 657 (D NJ 1974); *Marine Engineers Beneficial Assn., District 2 v. Military Sealift Command*, 86 CCH Labor Cases ¶33,782 (D DC 1979); *Brinks, Inc. v. Board of Governors of the Federal Reserve System*, 468 F. Supp. 112 (D DC 1979), 468 F. Supp. 116 (D DC 1979).) (See also 32 CFR 1-403.)

(d) In cases where the contracting agency has filed an e98 and has not received a response from the Department of Labor, the contracting agency shall, with respect to any contract for which section 10 to the Act and §4.3 for this part mandate the inclusion of an applicable wage determination, contact the Wage and Hour Division by e-mail or telephone for guidance.

[48 FR 49762, Oct. 27, 1983, as amended at 70 FR 50897, Aug. 26, 2005]

§ 4.8 Labor standards clauses for Federal service contracts exceeding \$2,500.

The clauses set forth in the following paragraphs shall be included in full by the contracting agency in every contract entered into by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees:

(a) Service Contract Act of 1965, as amended; This contract is subject to the Service Contract Act of 1965, as amended (41 U.S.C. 361 *et seq.*) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued thereunder (29 CFR part 4).

(b)(1) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

29 CFR Subtitle A (7-1-11 Edition)

(2)(i) If there is such a wage determination attached to this contract, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section.

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor

with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in

any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b)(2)(i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with paragraphs (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced contract work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division, Employment Standards Administration of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in subpart D of 29 CFR part 4, and not otherwise.

(d)(1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under the contract (regardless of whether they

are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(2) If this contract succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of §4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in §4.10 of 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in §4.11 of 29 CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are

substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(c) The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(f) The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR part 1926.

(g)(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information

Office of the Secretary of Labor

§4.6

specified in paragraphs (g)(1) (i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor:

(i) Name and address and social security number of each employee.

(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee.

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this contract but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in paragraph (b)(2)(ii) of this section shall be deemed to be such a list.

(vi) Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to §4.6(1)(2).

(2) The contractor shall also make available a copy of this contract for inspection and transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(f) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of those clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all subcontracts subject to the Act. The term *contractor* as used in these clauses in any subcontract, shall be deemed to refer to the subcontractor, except in the term *Government prime contractor*.

(k)(1) As used in these clauses, the term *service employee* means any person

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engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in part 541 of title 29, Code of Federal Regulations, as of July 30, 1976, and any subsequent revision of those regulations. The term *service employee* includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contracts pursuant to section 2(a)(5) of the Act and is for *informational purposes only*:

The following classes of service employees expected to be employed under the contract with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee class	Monetary wage-fringe benefits

(1)(1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance,

such agreements shall be reported promptly after negotiation thereof.

(2) Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (§4.173 of Regulations, 29 CFR part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR part 4.

(n)(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(c) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest

or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in parts 525 and 528 of title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate

and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) Where an employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips, the amount of tips received by the employee may be credited by the employer against the minimum wage required by Section 2(a)(1) or 2(b)(1) of the Act to the extent permitted by section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. To utilize this proviso:

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(r) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between

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the contractor (or any of its sub-contractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(The information collection, recordkeeping, and reporting requirements contained in this section have been approved by the Office of Management and Budget under the following numbers:

Paragraph	OMB control number
(b)(2) (i) (v)	1215-0150
(c)	1215-0150
(d)(1) (i)-(iv)	1215-0017
(d)(1) (v), (vi)	1215-0150
(f) (1), (2)	1215-0150
(g)(3)	1215-0017

[48 FR 49762, Oct. 27, 1983; 48 FR 50529, Nov. 2, 1983, as amended at 61 FR 66663, Dec. 30, 1996]

§§ 4.7-4.9 [Reserved]

§4.10 Substantial variance proceedings under section 4(c) of the Act.

(a) *Statutory provision.* Under section 4(c) of the Act, and under corresponding wage determinations made as provided in section 2(a)(1) and (2) of the Act, contractors and subcontractors performing contracts subject to the Act generally are obliged to pay to service employees employed on the contract work wages and fringe benefits not less than those to which they would have been entitled under a collective bargaining agreement if they were employed on like work under a predecessor contract in the same locality. (See §§4.1b, 4.3, 4.6(d)(2).) Section 4(c) of the Act provides, however, that "such obligations shall not apply if the Secretary finds after a hearing in accordance with regulations adopted by the Secretary that such wages and fringe benefits are substantially at variance with those which prevail for services of a character similar in the locality".

(b) *Prerequisites for hearing.* (1)(i) A request for a hearing under this section may be made by the contracting agency or other person affected or interested, including contractors or prospective contractors and associations of contractors, representatives of employees, and other interested Governmental agencies. Such a request shall be submitted in writing to the Adminis-

trator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210, and shall include the following:

(A) The number of any wage determination at issue, the name of the contracting agency whose contract is involved, and a brief description of the services to be performed under the contract;

(B) A statement regarding the status of the procurement and any estimated procurement dates, such as bid opening, contract award, commencement date of the contract or its follow-up option period;

(C) A statement of the applicant's case, setting forth in detail the reasons why the applicant believes that a substantial variance exists with respect to some or all of the wages and/or fringe benefits, attaching available data concerning wages and/or fringe benefits prevailing in the locality;

(D) Names and addresses (to the extent known) of interested parties.

(i) If the information in paragraph (b)(1)(i) of this section is not submitted with the request, the Administrator may deny the request or request supplementary information, at his/her discretion. No particular form is prescribed for submission of a request under this section.

(2) The Administrator will respond to the party requesting a hearing within 30 days after receipt, granting or denying the request or advising that additional time is necessary for a decision. No hearing will be provided pursuant to this section and section 4(c) of the Act unless the Administrator determines from information available or submitted with a request for such a hearing that there may be a substantial variance between some or all of the wage rates and/or fringe benefits provided for in a collective bargaining agreement to which the service employees would otherwise be entitled by virtue of the provisions of section 4(c) of the Act, and those which prevail for services of a character similar in the locality.

(3) Pursuant to section 4(b) of the Act, requests for a hearing shall not be considered unless received as specified below, except in those situations where

***** THIS WAGE DETERMINATION WAS REPLACED 06/25/2013 *****
 WD 05-2023 (Rev.-16) was first posted on www.wdol.gov on 06/19/2012

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

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

Diane C. Koplewski Division of
 Director Wage Determinations

Wage Determination No.: 2005-2023
 Revision No.: 16
 Date Of Revision: 06/13/2012

State: Arizona

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

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.85
01012 - Accounting Clerk II		16.68
01013 - Accounting Clerk III		18.65
01020 - Administrative Assistant		25.36
01040 - Court Reporter		16.73
01051 - Data Entry Operator I		12.52
01052 - Data Entry Operator II		13.66
01060 - Dispatcher, Motor Vehicle		16.40
01070 - Document Preparation Clerk		13.55
01090 - Duplicating Machine Operator		13.55
01111 - General Clerk I		12.53
01112 - General Clerk II		13.67
01113 - General Clerk III		15.34
01120 - Housing Referral Assistant		20.78
01141 - Messenger Courier		12.33
01191 - Order Clerk I		12.32
01192 - Order Clerk II		14.86
01261 - Personnel Assistant (Employment) I		14.98
01262 - Personnel Assistant (Employment) II		16.76
01263 - Personnel Assistant (Employment) III		18.69
01270 - Production Control Clerk		20.26
01280 - Receptionist		12.58
01290 - Rental Clerk		14.97
01300 - Scheduler, Maintenance		16.66
01311 - Secretary I		16.66
01312 - Secretary II		18.64
01313 - Secretary III		20.78
01320 - Service Order Dispatcher		14.32
01410 - Supply Technician		25.36
01420 - Survey Worker		16.63
01531 - Travel Clerk I		13.28
01532 - Travel Clerk II		14.46
01533 - Travel Clerk III		15.61
01611 - Word Processor I		13.82
01612 - Word Processor II		15.78
01613 - Word Processor III		17.54
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		20.34

05010	Automotive Electrician	20.30
05040	- Automotive Glass Installer	19.42
05070	- Automotive Worker	19.42
05110	- Mobile Equipment Servicer	16.62
05130	- Motor Equipment Metal Mechanic	22.69
05160	- Motor Equipment Metal Worker	19.62
05190	- Motor Vehicle Mechanic	21.59
05220	- Motor Vehicle Mechanic Helper	15.12
05250	- Motor Vehicle Upholstery Worker	18.14
05280	- Motor Vehicle Wrecker	19.62
05310	- Painter, Automotive	22.12
05340	- Radiator Repair Specialist	19.58
05370	- Tire Repairer	14.21
05400	- Transmission Repair Specialist	21.59
07000	- Food Preparation And Service Occupations	
07010	- Baker	12.03
07041	- Cook I	10.50
07042	- Cook II	12.16
07070	- Dishwasher	8.60
07130	- Food Service Worker	10.17
07210	- Meat Cutter	16.58
07260	- Waiter/Waitress	9.75
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	16.50
09040	- Furniture Handler	10.88
09080	- Furniture Refinisher	16.50
09090	- Furniture Refinisher Helper	12.16
09110	- Furniture Repairer, Minor	14.59
09130	- Upholsterer	16.50
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	9.97
11060	- Elevator Operator	9.97
11090	- Gardener	12.96
11122	- Housekeeping Aide	11.10
11150	- Janitor	11.10
11210	- Laborer, Grounds Maintenance	10.31
11240	- Maid or Houseman	9.59
11260	- Pruner	10.74
11270	- Tractor Operator	12.53
11330	- Trail Maintenance Worker	10.31
11360	- Window Cleaner	12.00
12000	- Health Occupations	
12010	- Ambulance Driver	13.87
12011	- Breath Alcohol Technician	18.71
12012	- Certified Occupational Therapist Assistant	24.60
12015	- Certified Physical Therapist Assistant	18.94
12020	- Dental Assistant	16.61
12025	- Dental Hygienist	34.70
12030	- EKG Technician	21.08
12035	- Electroneurodiagnostic Technologist	21.08
12040	- Emergency Medical Technician	13.87
12071	- Licensed Practical Nurse I	16.73
12072	- Licensed Practical Nurse II	18.71
12073	- Licensed Practical Nurse III	20.87
12100	- Medical Assistant	14.39
12130	- Medical Laboratory Technician	19.61
12160	- Medical Record Clerk	13.11
12190	- Medical Record Technician	15.57
12195	- Medical Transcriptionist	17.02
12210	- Nuclear Medicine Technologist	33.98

12221 - Nursing Assistant I	10.25
12222 - Nursing Assistant II	11.53
12223 - Nursing Assistant III	12.58
12224 - Nursing Assistant IV	14.12
12235 - Optical Dispenser	15.39
12236 - Optical Technician	14.85
12250 - Pharmacy Technician	14.15
12280 - Phlebotomist	14.12
12305 - Radiologic Technologist	24.34
12311 - Registered Nurse I	26.93
12312 - Registered Nurse II	33.08
12313 - Registered Nurse II, Specialist	33.08
12314 - Registered Nurse III	40.02
12315 - Registered Nurse III, Anesthetist	40.02
12316 - Registered Nurse IV	47.96
12317 - Scheduler (Drug and Alcohol Testing)	23.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.08
13012 - Exhibits Specialist II	21.08
13013 - Exhibits Specialist III	25.71
13041 - Illustrator I	18.79
13042 - Illustrator II	23.18
13043 - Illustrator III	28.27
13047 Librarian	23.06
13050 - Library Aide/Clerk	14.20
13054 - Library Information Technology Systems Administrator	20.92
13058 - Library Technician	14.08
13061 - Media Specialist I	15.03
13062 - Media Specialist II	16.81
13063 - Media Specialist III	18.75
13071 - Photographer I	14.99
13072 - Photographer II	17.27
13073 - Photographer III	21.32
13074 - Photographer IV	26.01
13075 - Photographer V	31.55
13110 - Video Teleconference Technician	16.68
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.04
14042 - Computer Operator II	17.51
14043 - Computer Operator III	20.13
14044 - Computer Operator IV	22.75
14045 - Computer Operator V	24.82
14071 - Computer Programmer I	23.00
14072 - Computer Programmer II	24.90
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.04
14160 - Personal Computer Support Technician	22.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.46
15020 - Aircrew Training Devices Instructor (Rated)	36.56
15030 - Air Crew Training Devices Instructor (Pilot)	40.22
15050 - Computer Based Training Specialist / Instructor	29.46
15060 - Educational Technologist	21.91
15070 - Flight Instructor (Pilot)	40.22
15080 - Graphic Artist	21.68

15090 - Technical Instructor	20.91
15095 - Technical Instructor/Course Developer	25.58
15110 - Test Proctor	16.87
15120 - Tutor	16.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.06
16030 - Counter Attendant	9.06
16040 - Dry Cleaner	11.32
16070 - Finisher, Flatwork, Machine	9.06
16090 - Presser, Hand	9.06
16110 - Presser, Machine, Drycleaning	9.06
16130 - Presser, Machine, Shirts	9.06
16160 - Presser, Machine, Wearing Apparel, Laundry	9.06
16190 - Sewing Machine Operator	12.05
16220 - Tailor	12.81
16250 - Washer, Machine	9.86
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.74
19040 - Tool And Die Maker	22.78
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.52
21030 - Material Coordinator	19.58
21040 - Material Expediter	19.58
21050 - Material Handling Laborer	11.91
21071 - Order Filler	12.24
21080 - Production Line Worker (Food Processing)	13.52
21110 - Shipping Packer	14.52
21130 - Shipping/Receiving Clerk	14.52
21140 - Store Worker I	9.13
21150 - Stock Clerk	14.39
21210 - Tools And Parts Attendant	13.52
21410 - Warehouse Specialist	13.52
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.77
23021 - Aircraft Mechanic I	25.34
23022 - Aircraft Mechanic II	26.77
23023 - Aircraft Mechanic III	28.40
23040 - Aircraft Mechanic Helper	17.74
23050 - Aircraft, Painter	24.07
23060 - Aircraft Servicer	21.28
23080 - Aircraft Worker	22.80
23110 - Appliance Mechanic	18.79
23120 - Bicycle Repairer	12.92
23125 - Cable Splicer	29.26
23130 - Carpenter, Maintenance	17.36
23140 - Carpet Layer	15.63
23160 - Electrician, Maintenance	20.14
23181 - Electronics Technician Maintenance I	18.00
23182 - Electronics Technician Maintenance II	23.29
23183 - Electronics Technician Maintenance III	25.37
23260 - Fabric Worker	14.70
23290 - Fire Alarm System Mechanic	19.80
23310 - Fire Extinguisher Repairer	15.17
23311 - Fuel Distribution System Mechanic	29.33
23312 - Fuel Distribution System Operator	20.70
23370 - General Maintenance Worker	17.48
23380 - Ground Support Equipment Mechanic	25.34
23381 - Ground Support Equipment Servicer	21.28
23382 - Ground Support Equipment Worker	22.80
23391 - Gunsmith I	15.17

23392 - Gunsmith II	18.14
23393 - Gunsmith III	21.09
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.83
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.95
23430 - Heavy Equipment Mechanic	21.55
23440 - Heavy Equipment Operator	21.23
23460 - Instrument Mechanic	24.18
23465 - Laboratory/Shelter Mechanic	19.62
23470 - Laborer	11.55
23510 - Locksmith	19.50
23530 - Machinery Maintenance Mechanic	25.00
23550 - Machinist, Maintenance	17.73
23580 - Maintenance Trades Helper	13.00
23591 - Metrology Technician I	24.18
23592 - Metrology Technician II	25.25
23593 - Metrology Technician III	26.51
23640 - Millwright	23.72
23710 - Office Appliance Repairer	19.75
23760 - Painter, Maintenance	16.50
23790 - Pipefitter, Maintenance	20.86
23810 - Plumber, Maintenance	19.81
23820 - Pneudraulic Systems Mechanic	21.09
23850 - Rigger	21.09
23870 - Scale Mechanic	18.14
23890 - Sheet-Metal Worker, Maintenance	17.99
23910 - Small Engine Mechanic	16.52
23931 - Telecommunications Mechanic I	22.60
23932 - Telecommunications Mechanic II	26.99
23950 Telephone Lineman	18.23
23960 - Welder, Combination, Maintenance	17.37
23965 Well Driller	21.09
23970 - Woodcraft Worker	21.09
23980 Woodworker	14.71
24000 - Personal Needs Occupations	
24570 Child Care Attendant	10.73
24580 - Child Care Center Clerk	16.79
24610 - Chore Aide	10.71
24620 - Family Readiness And Support Services Coordinator	15.56
24630 - Homemaker	18.38
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.78
25040 - Sewage Plant Operator	22.71
25070 - Stationary Engineer	23.78
25190 - Ventilation Equipment Tender	14.81
25210 - Water Treatment Plant Operator	22.71
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.73
27007 - Baggage Inspector	11.01
27008 - Corrections Officer	19.52
27010 - Court Security Officer	20.49
27030 - Detection Dog Handler	16.13
27040 - Detention Officer	19.52
27070 - Firefighter	21.80
27101 - Guard I	11.01
27102 - Guard II	16.13
27131 - Police Officer I	25.69
27132 - Police Officer II	28.53

28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.84
28042 - Carnival Equipment Repairer	15.17
28043 - Carnival Equipment Worker	9.89
28210 - Gate Attendant/Gate Tender	14.95
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	16.73
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	17.99
28630 - Sports Official	13.33
28690 - Swimming Pool Operator	19.72
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.45
29020 - Hatch Tender	19.45
29030 - Line Handler	19.45
29041 - Stevedore I	17.16
29042 - Stevedore II	21.45
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.58
30023 - Archeological Technician III	24.25
30030 - Cartographic Technician	24.59
30040 - Civil Engineering Technician	21.56
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.84
30063 - Drafter/CAD Operator III	22.12
30064 - Drafter/CAD Operator IV	26.82
30081 - Engineering Technician I	16.02
30082 - Engineering Technician II	17.98
30083 - Engineering Technician III	21.48
30084 - Engineering Technician IV	25.33
30085 - Engineering Technician V	30.27
30086 - Engineering Technician VI	34.64
30090 - Environmental Technician	22.20
30210 - Laboratory Technician	22.92
30240 - Mathematical Technician	24.69
30361 - Paralegal/Legal Assistant I	21.19
30362 - Paralegal/Legal Assistant II	25.09
30363 - Paralegal/Legal Assistant III	30.61
30364 - Paralegal/Legal Assistant IV	37.15
30390 - Photo-Optics Technician	24.69
30461 - Technical Writer I	22.49
30462 - Technical Writer II	27.51
30463 - Technical Writer III	31.24
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.12
Surface Programs	
30621 - Weather Observer, Senior (see 2)	24.12
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.17
31030 - Bus Driver	17.45
31043 - Driver Courier	13.84
31260 - Parking and Lot Attendant	10.32

31290 - Shuttle Bus Driver	15.35
31310 - Taxi Driver	10.88
31361 - Truckdriver, Light	15.35
31362 - Truckdriver, Medium	18.71
31363 - Truckdriver, Heavy	19.29
31364 - Truckdriver, Tractor-Trailer	19.29
99000 - Miscellaneous Occupations	
99030 - Cashier	11.86
99050 - Desk Clerk	10.74
99095 - Embalmer	24.27
99251 - Laboratory Animal Caretaker I	10.57
99252 - Laboratory Animal Caretaker II	13.33
99310 - Mortician	28.19
99410 - Pest Controller	14.44
99510 - Photofinishing Worker	13.44
99710 - Recycling Laborer	18.15
99711 - Recycling Specialist	23.31
99730 - Refuse Collector	17.29
99810 - Sales Clerk	12.38
99820 - School Crossing Guard	8.69
99830 - Survey Party Chief	26.46
99831 - Surveying Aide	15.94
99832 - Surveying Technician	22.46
99840 - Vending Machine Attendant	14.89
99841 - Vending Machine Repairer	18.88
99842 - Vending Machine Repairer Helper	14.89

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 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. Conformance may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

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

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

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or

local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

2. AMENDMENT/MODIFICATION NO. P00021	3. EFFECTIVE DATE 12/03/2015	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6); WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite (b)(6); Washington DC 20536
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/ 10B. DATED (SEE ITEM 13) 02/17/2006
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 002513422
 Program POC: (b)(6); (b)(7)(C) 602-766-(b)(6); (b)(7)(C)
 (b)(6); (b)(7)(C)@ice.dhs.gov
 Finance POC: (b)(6); (b)(7)(C) 602-766-(b)(6); (b)(7)(C)
 (b)(6); (b)(7)(C)@ice.dhs.gov
 OAQ DC POC: (b)(6); (b)(7)(C)
 Email: (b)(6); (b)(7)(C)@ice.dhs.gov
 Telephone: 202-732-(b)(6);

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002//P00021

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to decrease the amount of CLIN 1001 from (b)(4) to (b)(4) to reflect the unfilled religious services position for months 14 and 15. These changes are reflected in the updated Schedule B, attached.</p> <p>Note: The terms of this modification (P00021) apply only to the South Texas Family Residential Center.</p> <p>Exempt Action: Y</p> <p>All other terms and conditions remain in full force and effect.</p>				

INTER-GOVERNMENTAL SERVICE AGREEMENT

CITY OF ELOY, ARIZONA

This Inter-Governmental Service Agreement (IGSA) is for Detention Services to be provided to United States Immigration and Customs Enforcement, hereinafter referred to as "ICE", for the detention and care of aliens (thereafter referred to as "DETAINEES").

FACILITY LOCATION:

The PROVIDER shall provide detention services for detainees at the following institution:

Eloy Detention Center
1705 East Hanna Road
Eloy, Arizona 85231

PERFORMANCE:

The PROVIDER is required to house ICE detainees, to perform in accordance with the most current editions of **ICE Detention Requirements, American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, latest edition, National Commission on Correctional Health Care (NCCHC)**. Some ACA standards are augmented by ICE policy and/or procedure. In cases where other standards conflict with DHS/ICE Policy or Standards, DHS/ICE Policy and Standards prevail. ICE Inspectors will conduct periodic inspections of the facility to assure compliance of the aforementioned standards.

The PROVIDER shall maintain continual compliance with ACA accreditation standards during performance of this agreement.

The PROVIDER shall be responsible for all costs associated with obtaining and maintaining full accreditation by ACA.

PERIOD OF PERFORMANCE:

This Agreement shall become effective upon the date of final signature by ICE and the PROVIDER and shall remain in effect indefinitely unless terminated in writing, by either party. Either party must provide written intentions to terminate the agreement, 120 days in advance of the effective date of formal termination.

PAYMENT RATE

Per Diem Rate:
(b)(4)

In consideration for the **PROVIDER'S** performance under the Terms and Conditions of this Agreement, ICE shall make payment to the **PROVIDER** for each detainee accepted and housed by the **PROVIDER**. The rate is the per diem rate for the support of one Detainee per day and shall include the day of arrival but not the day of departure.

The **PROVIDER** shall not charge for costs, which are not directly related to the housing and detention of detainees. Such costs include, but are not limited to:

- A) Salaries of elected officials.
- B) Salaries of employees not directly engaged in the housing and detention of detainees.
- C) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments.
- D) Detainee services which are not provided to, or cannot be used by detainees.
- E) Operating costs of facilities not utilized by detainees.
- F) Interest on borrowing (however represented), bond discounts, cost(s) of financing/refinancing, and legal or professional fees.

This agreement in no way obligates Immigration and Customs Enforcement to any minimum population guarantee.

MODIFICATION:

This Agreement, or any of its specific provisions, may be revised or modified by signatory concurrence of the undersigned parties, or their respective official successors.

TRANSPORTATION SERVICES:

1. The **PROVIDER shall** provide all ground transportation services as may be required to transport detainees securely, in a timely manner, to off-site medical providers. Transportation mileage reimbursable rates will be commensurate with current applicable federal travel allowance rates. When officers are not providing transportation services the **PROVIDER** shall assign the employees to supplement security duties within the facility or on-call duties to assist ICE as directed by the COTR or designated ICE official. However, the primary function of these officers is transportation. On-call duties as directed by the COTR utilizing these officers shall not incur any additional expense to the government.
2. The **PROVIDER** personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those **PROVIDER** personnel are provided for in

the other areas of this agreement.

3. During all transportation activities, at least one officer shall be the same sex as the detainee(s). Questions concerning guard assignments shall be directed to the COTR for final determination.
4. The **PROVIDER** shall, upon order of the COTR, or upon his own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The **PROVIDER** shall then transport the detainee to the detention site.
5. When the COTR provides documents to the **PROVIDER** concerning the detainee(s) to be transported and/or escorted, the **PROVIDER** shall deliver these documents only to the named authorized recipients. The **PROVIDER** shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
6. The **PROVIDER** shall establish a communications system that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COTR shall be provided with current status of all vehicles and post assignment employees.

GUARD SERVICES:

The **PROVIDER** agrees to provide stationary guard services as requested or required for detainees who are committed to, or require, medical services beyond the secure perimeter of the facility. Qualified law enforcement or correctional officer personnel employed by the **PROVIDER** under their policies, procedure and practices will perform such services. The **PROVIDER** agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Reimbursement for these stationary guard services is not separately priced and is included in the per diem rate.

MEDICAL SERVICES:

In the event of an emergency, the **PROVIDER** shall proceed immediately with necessary medical treatment. In such event, the **PROVIDER** shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and type of treatment provided.

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

The **PROVIDER** agrees to provide ICE detainees with the level of medical care and services as appropriate as part of the per diem rate. This rate includes but is not limited to:

- On-site sick call, medical appointments/services;
- Medication (over the counter/non-legend and routine drugs and medical supplies);
- Escort/security services for transport to/from emergency or non-emergency health care services as either an in-patient or outpatient.

When specifically requested by ICE, the **PROVIDER** agrees to arrange for and/or provide non-emergency ambulance transportation service to transport detainees from one off-site medical care facility to another. ICE agrees to provide reimbursement, over and above the per diem rate, to the **PROVIDER** for such ambulance transportation services when the costs are included with the regular monthly billing for detention services.

The **PROVIDER** agrees to cover all outside medical costs up to (b)(4) per event associated with hospital or health care services specifically provided to any detainee.

The **PROVIDER** shall also notify the designated contact person at the local ICE office, when any reimbursable medical care is provided to a detainee, in accordance with procedures to be established and mutually agreed upon. Notification must be made in advance of treatment other than in emergency situations.

RECEIPT AND DISCHARGE OF FEDERAL DETAINEES:

The **PROVIDER** agrees to receive and discharge Federal detainees only from and to properly identified law enforcement officers and with prior authorization. Admission and discharge of Federal detainees shall be fully consistent with **PROVIDER** policies and procedures.

ICE detainees shall not be released from the facility into the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.

INSPECTION:

The **PROVIDER** agrees to allow periodic inspections of the facility by ICE inspectors. Findings will be shared with facility administrators in order to promote improvements to facility operations or conditions of detainment.

PER DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

The per diem rate shall be (b)(4) and may not be adjusted prior to September 30, 2007. Thereafter, the per diem rate shall be subject to adjustment based on the actual and allowable costs associated with the operation of the facility. When a rate increase is desired, the Local Government shall submit a written request to Immigration and Customs Enforcement at least sixty (60) days prior to the desired effective date of the rate adjustment. All such requests must contain a detailed cost proposal to substantiate the desired rate increase. The Local Government agrees to provide additional cost information to support the requested rate increase and to permit an audit of accounting records upon request by Immigration and Customs

CITY OF ELOY, ARIZONA

DROIGSA-06-0002

Enforcement. The rate may be renegotiated not more than once per year.

Criteria used to evaluate the increase or decrease in the per diem rate shall be those specified in the Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.

The effective date of the rate modification will be negotiated and specified in a modification to this IGSA, which is approved by the ICE Contracting Officer. The effective date will be established on the first day of the month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized Local Government official to ICE.

BILLING PROCEDURE:

(A) Invoices - Invoices shall itemize each detainee by name, register number, dates of stay, and appropriate detainee-day rate. Billing shall be based upon the actual number of detainee days used.

(B) Invoices Submission

U.S. Immigration and Customs Enforcement
Phoenix Field District Office
2035 North Central Ave
Phoenix, Arizona 85004
(602) 379-3426

(C) Payment - Payments will be made to the **PROVIDER** after receipt of a complete invoice, which shall contain a remittance address. All transfer(s) will be accomplished through Electronic Funds Transfer (EFT) on a monthly basis. The Prompt Payment Act shall apply.

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the City of Eloy, Arizona and U.S. Immigration and Customs Enforcement.

ACCEPTED:

U.S. Immigration and Customs Enforcement

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

Date: 2/17/06

Enforcement. The rate may be renegotiated not more than once per year.

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ACCEPTED:

U.S. Immigration and Customs Enforcement

By: _____

Date: _____

CITY OF ELOY, ARIZONA

DROIGSA-06-0002

INTER-GOVERNMENTAL SERVICE AGREEMENT

CITY OF ELOY, ARIZONA

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PAYMENT RATE

[REDACTED] (b)(4) [REDACTED]

CITY OF ELOY, ARIZONA

DROIGSA-06-0002

In consideration for the PROVIDER'S performance under the Terms and Conditions of this Agreement, ICE shall make payment to the PROVIDER for each detainee accepted and housed by the PROVIDER. The rate is the per diem rate for the support of one Detainee per day and shall include the day of arrival but not the day of departure.

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2. The PROVIDER personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those PROVIDER personnel are provided for in

CITY OF ELOY, ARIZONA

DROIGSA-06-002

the other areas of this agreement.

3. During all transportation activities, at least one officer shall be the same sex as the detainee(s). Questions concerning guard assignments shall be directed to the COTR for final determination.
4. The PROVIDER shall, upon order of the COTR, or upon his own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The PROVIDER shall then transport the detainee to the detention site.
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CITY OF ELOY, ARIZONA

DROIGS:A-06-0002

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When specifically requested by ICE, the PROVIDER agrees to arrange for and/or provide non-emergency ambulance transportation service to transport detainees from one off-site medical care facility to another. ICE agrees to provide reimbursement, over and above the per diem rate, to the PROVIDER for such ambulance transportation services when the costs are included with the regular monthly billing for detention services.

The PROVIDER agrees to cover all outside medical costs up to \$3,000.00 per event associated with hospital or health care services specifically provided to any detainee.

The PROVIDER shall also notify the designated contact person at the local ICE office, when any reimbursable medical care is provided to a detainee, in accordance with procedures to be established and mutually agreed upon. Notification must be made in advance of treatment other than in emergency situations.

RECEIPT AND DISCHARGE OF FEDERAL DETAINEES:

The PROVIDER agrees to receive and discharge Federal detainees only from and to properly identified law enforcement officers and with prior authorization. Admission and discharge of Federal detainees shall be fully consistent with PROVIDER policies and procedures.

ICE detainees shall not be released from the facility into the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.

INSPECTION:

The PROVIDER agrees to allow periodic inspections of the facility by ICE inspectors. Findings will be shared with facility administrators in order to promote improvements to facility operations or conditions of detainment.

PER DIEM RATE AND ECONOMIC PRICE ADJUSTMENT

The per diem rate shall be (b)(4) and may not be adjusted prior to September 30, 2007. Thereafter, the per diem rate shall be subject to adjustment based on the actual and allowable costs associated with the operation of the facility. When a rate increase is desired, the Local Government shall submit a written request to Immigration and Customs Enforcement at least sixty (60) days prior to the desired effective date of the rate adjustment. All such requests must contain a detailed cost proposal to substantiate the desired rate increase. The Local Government agrees to provide additional cost information to support the requested rate increase and to permit an audit of accounting records upon request by Immigration and Customs

CITY OF ELOY, ARIZONA

DROIGSA-06-0002

Enforcement. The rate may be renegotiated not more than once per year.

Criteria used to evaluate the increase or decrease in the per diem rate shall be those specified in the Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.

The effective date of the rate modification will be negotiated and specified in a modification to this IGSA, which is approved by the ICE Contracting Officer. The effective date will be established on the first day of the month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized Local Government official to ICE.

BILLING PROCEDURE:

(A) Invoices - Invoices shall itemize each detainee by name, register number, dates of stay, and appropriate detainee-day rate. Billing shall be based upon the actual number of detainee days used.

(B) Invoices Submission

U.S. Immigration and Customs Enforcement
Phoenix Field District Office
2035 North Central Ave
Phoenix, Arizona 85004
(602) 379-3426

(C) Payment - Payments will be made to the PROVIDER after receipt of a complete invoice, which shall contain a remittance address. All transfer(s) will be accomplished through Electronic Funds Transfer (EFT) on a monthly basis. The Prompt Payment Act shall apply.

IN WITNESS WHEREOF the undersigned, duly authorized officers, have subscribed their names on behalf of the City of Eloy, Arizona and U.S. Immigration and Customs Enforcement.

ACCEPTED:

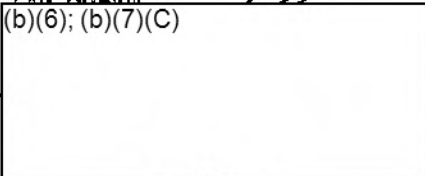
U.S. Immigration and Customs Enforcement

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

Date: 2/17/06

CITY OF ELOY, ARIZONA

DROIGSA-06-0002

City of Eloy, Arizona
By: 
Date: 02/13/06

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CORECIVIC of Tennessee, LLC

FOR ITS

LA PALMA CORRECTIONAL CENTER

AND

INTERNATIONAL UNION, SECURITY, POLICE AND FIRE PROFESSIONALS OF AMERICA (SPFPA) **AND**

IT'S AMALGAMATED LOCAL 825

October 1, 2019 through September 30, 2022

PREAMBLE

This Agreement is made **October 1, 2019** between, CoreCivic of Tennessee, LLC (hereinafter "CoreCivic," the "Company" or the "Employer") with respect only to its operations at the **La Palma Correctional Center, 5501 N. La Palma Rd., Eloy, Arizona 85131 (hereafter "LPCC")** and the International Union, Security, Police and Fire Professionals of America (SPFPA), and its Amalgamated Local 825 (hereinafter the "Union").

It is expressly understood and agreed the services to be performed by the employees covered by this Agreement pertain to and are essential to the operation of the **LPCC**. Both the Company and the Union recognize the paramount goal to maintain safety of the operations of the **LPCC**. The supervision in charge of the facility, at any time, may take any action which, in the sole and exclusive discretion of the management team in charge of the facility and, which is not in violation of the express written terms of this Agreement, is deemed necessary to continue that safe operation. The Union and the Company further agree such action and/or orders given for the purpose of continuing safe operation of the facility as directed by CCA Management or supervision will be carried out.

I. NON-ECONOMIC

ARTICLE 1— PURPOSE OF AGREEMENT

Section 1. It is the intent and purpose of the parties hereto that this Agreement shall serve to establish and maintain harmonious labor relations between the Company, the employees, the Union, and to set the rates of pay, wages, hours of work and other terms and conditions of employment of employees covered by this agreement.

Section 2. The Union and the Company mutually agree to cooperate, to the fullest extent possible, in achieving the safety of the employees, economy and efficiency of operation, elimination of waste, realization of increased productivity and maximum quality of output, cleanliness, protection of property, and avoidance of interruptions to production, for mutual benefit of all concerned, through better utilization of equipment, personnel, and methods of work.

Section 3. The parties agree that the principle of a fair day's work for a fair day's pay shall be observed at all times and employees shall perform their duties in a manner that best represents the employer's interest. The parties will cooperate in mutual efforts to promote harmony and efficiency in the work place.

ARTICLE 2 — RECOGNITION

Section 1. The Company recognizes the Union as the sole collective bargaining agent with respect to rates of pay, wages, hours of employment, or other conditions of employment as certified for all full-time and regular part-time armed and unarmed correctional officers employed by CoreCivic at its **La Palma Correctional Center** as certified by the National Labor Relations Board case in Case No. **28-RC-213154**, dated **April 3, 2018**, **excluding office clerical employees, confidential and administrative assistants, professional employees, accountants, warden, assistant wardens, chiefs, captains, lieutenants, sergeants, department heads, unit managers, senior managers, case managers, correctional counselors, commissary workers, warehouse workers, library workers, investigators, maintenance staff, managers shift supervisors, supervisors as defined by the act and all other employees.**

ARTICLE 3 — DUES CHECKOFF

Section 1. The Employer will deduct initiation fees, union dues and financial core fees from the wages of any employee covered by this Agreement as a member of the Union upon receiving the employee's individual written authorization, **completed and dated on or after the effective date of this contract**, for the Company to make such deductions signed by the employee, on a form to be provided by the Union attached as Appendix A. Such deductions shall be made from the first paycheck of each month, or the first pay received in that month in which the employee has sufficient net earnings to cover the Union membership dues or payments. Funds deducted with a monthly summary showing name, address, date of hire, hourly rate, dues or service fee paid or not paid, and employees who have been terminated or placed on leave of absence shall be remitted to the Secretary-Treasurer of the International Union, SPFPA within fifteen (15) days after the first regular payday of the month. The Company shall notify the Secretary-Treasurer of the International Union, SPFPA of employees who have been terminated or placed on leave of absence as they occur.

Section 2. The Union will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and financial core fees. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made.

Section 3. Upon timely demand received from the Employer, the Union agrees to represent and indemnify the Employer against any loss or claim, which may arise as a result of the Employer's compliance with the Union membership or check off articles. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

ARTICLE 4 — UNION SECURITY

Section 1. An employee shall not be required, as a condition of employment, to pay any dues to the Union, or become a member of, or continue membership in, the Union.

ARTICLE 5 — STEWARDS

Section 1. The Employer agrees to recognize two (2) stewards for each shift plus two (2) alternates, duly appointed with the performance of their assigned duties. The stewards' performance of their duties on behalf of the Union shall not interfere with the performance of their assigned duties. A steward must provide reasonable advance notice to his or her immediate supervisor of the need for replacement before leaving the workstation in order to conduct Union business.

Section 2. A steward who leaves his or her workstation to conduct any Union business after obtaining such permission shall conduct the Union business in the time reasonably granted by the supervisor and shall then promptly report back to the steward's assigned workstation/post.

Section 3. **An officer being disciplined or subject to an investigation may request the presence of a Shift Steward at any disciplinary or investigatory meeting. If requested, the Employer will contact the Union representative. If no representative is available within thirty (30) minutes, the Employee will be provided a witness of his or her choice if the witness is available. Management shall suspend further discussion concerning discipline and/or an investigation with such employee until arrangements can be made for Union representative or witness participation.**

ARTICLE 6 — BULLETIN BOARDS

Section 1. The Employer shall provide an appropriate bulletin board exclusively for the use of the Union for the posting of factual notices regarding Union events and news, such as:

- a. Notices of Union recreational and social affairs.
- b. Notices of Union elections.
- c. Notices of Union appointments and results of Union elections.
- d. Notices of Union meetings.
- e. Union updates of negotiations.

Section 2. Bulletin boards are to be placed at one front and one back entrance to the facility. The Union shall first provide a copy of any posting to the Warden or designee for approval before posting. Approval for such posting will not be unreasonably withheld. The Union will not post any notices or other materials in any location other than the designated bulletin boards referenced herein.

ARTICLE 7 — MANAGEMENT RIGHTS

Section 1. Except as specifically limited by the express written provisions of his Agreement, the Employer maintains sole and exclusive right to manage its business in such a manner as the Employer shall determine to be in its best interest. The rights reserved to and retained by the Employer under this Agreement, whether such rights are exercised or not, include, but are not limited to the following:

- a. The right to staff, train, hire, promote, demote, transfer, assign, and direct employees;
- b. The right to commence, expand, curtail, discontinue, terminate, merge, sell, lease, move, or otherwise transfer its business or operation, or any part thereof, whether such action is planned or taken on a temporary, intermittent, or permanent basis, now or hereinafter carried out at the premises covered by this Agreement;
- c. The right to discipline, suspend or discharge for just cause;
- d. The right to increase or decrease the workforce;
- e. The right to relieve employees of duties;
- f. The right to determine the services provided and the number of hours per day or per week that operations shall be carried on;
- g. The right to determine the work to be performed, job content, the qualifications, skills and abilities needed and the methods to be employed and equipment to be used;
- h. The right to evaluate the qualifications, skills, and abilities of employees;
- i. The right to establish quality and work standards and to evaluate the performance of employees and take action consistent with the contract, in whole or in part, in consideration of such standards;
- j. The right to test for proficiency, re-certification, and psychological profile; and
- k. The right to determine shifts and work schedules, the right to determine the number of employees needed at any time and in any capacity consistent with officer's safety. In establishing operational shift schedules/cards, the Company will schedule the normal shift/card days off as consecutive days. This does not preclude assigning employees to work on their otherwise normal days off under the Overtime Article of this Agreement or to be called-in for non-overtime work on such days pursuant to this Agreement.

Section 2. The Company retains the right to establish and enforce work rules and policies, not otherwise set out in this Agreement or in existence at the time of this Agreement, designed to maintain safety and order or otherwise related to the performance of the bargaining unit employee's job and operation of the facility. Any such rule or policy may not be in conflict with the express written terms of this Agreement. Work rules and policies set out in this Agreement or in existence at the time of the Agreement are presumed reasonable, in contract conformity, and just cause for disciplinary action. The Union, under the grievance and arbitration procedures of this Agreement, retains the right to grieve the reasonableness or contract conformity of any such newly established work rule or policy within ten (10) calendar days of it being furnished to the Union through its steward or representatives. Should the Union not grieve any such rule or

policy, it shall be deemed reasonable and in conformity and just cause for disciplinary action under this Agreement.

Section 3. During the term of this Agreement, the Company will not subcontract bargaining unit work directly relating to the day-to-day custody and control of inmates while within the confines of LPCC where such subcontracting would directly result in the layoff of any active bargaining unit employee. In terms of inmate transportation outside of the confines of LPCC, during the term of this Agreement, unless otherwise directed by the governmental partner or the underlying government contract shall typically be performed by bargaining unit employees, CoreCivic maintains the right to subcontract out custody and control of LPCC inmates being transported to or from (a) air lifts, (b) court runs, (c) hospital runs, or (d) medical appointments. The exercise of such right by the Employer shall not reduce bargaining unit employees regularly scheduled hours or reduce the number of the bargaining unit employees. Notwithstanding the foregoing, CoreCivic may temporally subcontract any work relating to inmate custody and control inside or outside the confines of LPCC where necessary to respond to any emergency situation or other similar occurrence that may threaten security and public safety.

ARTICLE 8 — MANAGEMENT / LABOR RELATIONS COMMITTEE

Section 1. In the interests of good communication, the Company and Union agree there shall be a Labor and Management Committee consisting of at least two (2) representatives of the International Union Security, Police and Fire Professionals of America (SPFPA) Local 825 and at least two (2) representatives of CoreCivic Management. Both parties will mutually agree upon meetings and any additional participants. The purpose of this committee will be to improve labor/management relations by providing an informal forum for the free exchange of views and discussion of mutual concerns of both parties. It neither is the intention that this exchange not by-pass the normal chain of command nor pertains to matters beyond the framework of this Agreement. These meetings are advisory only.

Section 2. The two union representatives referred to in Section 1 will be from Local 825 and serve for a term of no less than 12-months. The Union will notify the Company in writing of the selected representatives. The Company has the authority to schedule any meetings that may be held under this Article at a time that, in the Company's opinion, has the least possible impact upon operation or coverage issues, If scheduled at the convenience of the Company at a time such that any of the union representatives are otherwise scheduled to work, attendance at the meeting will not result in any loss of pay by such representatives. If the union representatives are otherwise off work at the time of any such meeting, attendance will be without pay. Unless otherwise agreed by the parties, meetings scheduled during the representative(s) off time will not be held on the employee's scheduled day off but rather held preceding or following the employee's regular scheduled shift.

Section 3. The Labor and Management Committee shall meet the second Monday of January each contract year. Additional meetings may be held at the request of either the Company or the Union and, when so requested, with the agreement/concurrence of the other party.

ARTICLE 9 — EQUAL OPPORTUNITY (NON-DISCRIMINATION)

Section 1. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans With Disabilities Act. This Agreement does not alter or in any way expand or increase the Company's obligation to make reasonable accommodations as required by state and/or federal law, including the Americans With Disabilities Act.

In the event a proposed accommodation conflicts with an express provision of this Agreement, the parties, at either party's request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by the Company with respect to job duties or any other term or condition of employment shall not, in any way, become applicable to any other individual, class, or group of employees but shall apply only to the person or persons accommodated in the particular situation. The fact that such person(s) was accommodated, the manner and method of such accommodation shall be without precedent and therefore may not be used or relied upon by any person for that purpose at any time in the future.

Section 2. The use of the masculine pronoun herein is understood to refer to and include both the masculine and the feminine gender.

ARTICLE 10 — TRIAL PERIOD / ORIENTATION

Section 1. Newly hired employees, shall undergo a ninety (90) day training and orientation period. After the orientation period, the new employee shall be considered a "regular" employee and shall accrue seniority from the date of hire. The Company may extend the probationary period to include additional days on the job up to, but not to exceed, the number of days missed and not worked during the probationary period.

Section 2. Employees rehired into bargaining unit after a break in service less than six(6) consecutive months or non-bargaining unit CCA employees transferring into the CADC bargaining unit, shall undergo a Ninety (90) day training and orientation period. After the orientation period, the new employee shall be considered a "regular" employee and shall accrue seniority from the date of rehire or transfer into the unit.

Section 3. Employees shall have no rights under the Grievance and Arbitration Procedures provisions of the Agreement until they have completed their respective training/probationary period under this Article.

Section 4. The Employer shall notify the Union on request not more than once every three (3) months of all new employees hired and of all employees terminated, setting forth their address, job classification and department.

ARTICLE 11— SENIORITY

Section 1. As set forth in this Article and as may be expressly applicable in other Articles of this Agreement, seniority shall be defined as the length of service in the bargaining unit at LPCC, and applicable as a determining factor, along with qualifications, work record, and experience, only in layoffs, recalls, shifts, bids, and days off. Post-assignments shall be based in the discretion of the Employer.

Section 2. Laid off employees shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and termination.

Section 3. Notices of recall shall be sent by Registered or Certified mail or E-mail to the employee's last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work.

Section 4. Employees shall lose their seniority and it will otherwise be terminated for the following reasons:

- a. If the employee quits;
- b. If the employee is discharged for just cause;
- c. If the employee fails to return to work within three (3) days after the issuance of the Employer's notice of recall;
- d. If the employee fails to report for work for two (2) consecutive working days without advising the Employer and giving reasons satisfactory to the Employer for such absence, except in an emergency beyond their control which renders such notice impossible;
- e. If the employee overstays a leave of absence;
- f. If the employee gives a false reason for a leave of absence or engages in other employment during such leave;
- g. If the employee is laid off for a continuous period of twelve (12) months;
- h. If the employee provides pertinent information on his application for employment or other pre-employment forms which the employee knew or should have known was false.

Section 5. Seniority order for employees becoming a "regular" employee (as defined in Article 10) on the same date shall be determined by the last four digits of the employee's social security number with the lowest number being the highest ranked in terms of seniority. This provision only applies to employees who become "regular" employees after the effective date of this Agreement and is not intended to re-order any seniority dates of non-probationary bargaining unit employees existing at the time of this Agreement.

Section 6. For benefit purposes, the Company has the right, but is not required, to recognize dates of uninterrupted service for existing CoreCivic employees that transfer into the bargaining unit; doing so in any one case shall not set precedent for any future case.

Section 7. Employees who transfer or who are promoted out of the bargaining unit to other LPCC positions shall continue to accrue bargaining unit seniority for a period of twelve (12) consecutive months following such move, after which their bargaining unit seniority shall be frozen until such time they either leave LPCC or return to the bargaining unit.

ARTICLE 12 — WORK OF EMPLOYEES

Section 1. No work, operation of any equipment or machinery or use of any equipment, machinery or tools performed or used by bargaining unit employees at the time of this Agreement or assigned to such employees during the term shall be considered the exclusive right or jurisdiction of the bargaining unit employees.

Section 2. Supervisors will not be assigned, on a permanent basis, work traditionally performed by bargaining unit employees where such assignments has the effect of eroding the bargaining unit.

ARTICLE 13 — CLASSIFICATION

Section 1. Correctional officers shall be assigned a post-assignment consistent with the correctional officer's essential job-functions.

ARTICLE 14 - Drug and Alcohol

Section 1. The bargaining unit employees will be covered by and subject to the drug and alcohol use, testing, and disciplinary procedures now in place for the SCA covered facilities or as may be put in place during the term of this Agreement.

Section 2. The Union and the employees covered by this Agreement retain the right to challenge any disciplinary action taken pursuant to any such policy/procedure through the grievance and arbitration procedures of this Agreement.

ARTICLE 15— DISCIPLINE AND DISCHARGE

Section 1. Employees shall be subject to discipline, suspension, or discharge for just cause including, but not limited to, violations set out in the Work Rule Appendix to this Agreement.

It is expressly understood and agreed that just cause for discharge or other discipline is by no means limited to the reasons set out above. Subject to the restrictions and limitations found therein as to timeliness, jurisdiction, and arbitrability, the grievance and arbitration provisions of this Agreement shall be the sole method of resolving any contractual dispute regarding any discipline.

Section 2. Any employee not granted a security clearance that is required by the controlling governmental agency, or has such clearance revoked, may be offered employment at another CoreCivic facility at the discretion of the Employer where such a clearance is not mandatory and at a wage rate lower than that specified in this Agreement. Such employees shall meet hiring qualifications at that facility. To the extent the Employer is provided in writing that an employee's authorization to work/clearance to work on the contract has been revoked, the Company will provide such documentation to the Union and the employee within ten (10) calendar days. Employees who have their clearance revoked will be placed on unpaid administrative leave until any appeals are exhausted.

Section 3. The Company generally recognizes the concepts of progressive discipline. To that end in determining the appropriate penalty for any disciplinary infraction, the Company will consider factors such as, but not limited to, the work history and prior disciplinary record of the employee, the nature of the offense, consistency of discipline, impact upon contractual obligations with the government partner, as well as the possible and actual consequences of the offense. Given the foregoing, the appropriate penalty shall be at the discretion of the Employer. Pursuant to PREA regulations standard 115.66, CoreCivic will remove alleged staff sexual abusers from contact with any inmate pending an investigation or a determination of whether and to what extent discipline is warranted. In such cases, the Company will attempt to reassign the employee to a non-contact post. If reassignment is not possible or, in the opinion of the Company, precluded by the nature and circumstances of the allegation, the employee will be placed on administrative leave with pay pending the referenced investigation or determination.

Section 4. The record of a disciplinary action/Problem Solving Notice (PSN) against an employee shall not be considered in any subsequent disciplinary action after twelve (12) months for formal written disciplinary warnings and after eighteen (18) months for suspensions, following the date of issuance, if no further discipline has been imposed during the applicable period. Any officer who has filed a grievance protesting disciplinary action shall be entitled to review his disciplinary file and to receive copies of any current disciplinary notices. All disciplinary action must be served and begin (assuming employee availability) within fourteen (14) calendar days after such discipline is finally approved by the Warden, or it is void. The time frame may be extended by mutual agreement.

ARTICLE 16 — GRIEVANCE AND ARBITRATION

Section 1. In order to establish effective machinery for a fair, expeditious and orderly adjustment of grievances, the employer and the Union agree that in the event a dispute arises between the Employer and an officer or between the Employer and the Union regarding the interpretation or application of any provision of this Agreement, it will be settled by the following procedures.

Section 2. Employees are encouraged to approach their immediate supervisor directly to attempt to resolve complaints informally without invocation of the formal grievance process. Employees may also request that the Shift Steward handle a specific complaint with the immediate supervisor. In such cases, the supervisor will make prompt arrangements to confer with the Union Steward and the Employee.

Section 3. Step 1: If the complaint cannot be resolved informally, it shall be reduced to writing on the prescribed grievance form, dated, and signed by the Shift Steward and the aggrieved party. The written grievance shall summarize the pertinent facts and specify the contractual provisions allegedly violated and the relief requested. Grievances must be presented to the Employer's designated site representative within ten (10) days. A meeting shall be arranged within ten (10) days of the Employer's receipt of the written grievance. The meeting shall be attended by the Shift Steward or the Chief Steward and either the Assistant Warden, Chief of Security or Chief of Unit Management. The Employer shall give a written response to the grievance within ten (10) days after the Step One meeting. If the matter is not resolved at Step One, it may be referred in writing to Step Two by serving a notice of appeal to the Employer.

Step 2: A meeting shall take place within ten (10) days after receipt of the Notice of Appeal from the Step One response. The meeting shall be attended by the appropriate Chief Steward and/or the Local President, or his designee, and the Warden, or his designee. The Employer shall give a written answer to the grievance within ten (10) days after the Step Two hearing.

Step 3: Should the grievance remain unresolved, it shall be referred, within seven (7) calendar days of receipt of the Employer's response, to the Union Representative who shall arrange a meeting with the designated Local and International Union representatives and the Warden/Corporate Representative at the earliest convenient date and location. The parties will make every reasonable effort to schedule such meeting within fourteen (14) calendar days. The employer shall reply in writing within seven (7) calendar days after the Step 3 meeting.

Step 4: Should the grievance remain unsettled after the Step 3 meeting or should a meeting not be held within fourteen (14) calendar days, the Local President or International Representative may refer the grievance to arbitration by serving a written demand for arbitration on the Employer. The demand must be mailed within fourteen (14) calendar days after the Step 3 response or twenty-eight (28) calendar days after referral of the matter to Step 3, whichever is later.

Section 4. The parties agree that any grievance shall be considered withdrawn if not filed and processed by the Union in strict accordance with the time limitations set forth above. Failure of the Employer to act within the time limit set forth in any step shall entitle the Union to proceed to the next step of the grievance procedure. Any time limit may be extended by mutual written agreement between the Employer and the Union. For purposes of this Article, "days" unless otherwise specified shall mean the administrative days of Monday through Friday during regular business hours, excluding holidays.

Section 5. Any grievance involving a discharge, layoff or other action which may accumulate back pay liability, or any grievance filed by the Union in its representative capacity on behalf of a group of officers will proceed directly to the Step Three meeting within seven (7) days after a written grievance is submitted to the Employer.

Section 6. Upon completion of the third step grievance meeting where the Union and the Employer agree to terms of financial settlement and upon receipt by the Employer of the Union's sign off on the grievance, whether by fax or as an original, the Employer agrees to issue payment to the grievant within thirty days of receipt of the Union's written approval of the settlement.

Arbitration Procedure

Section 7. The parties hereto shall choose an arbitrator by mutual agreement within fifteen (15) calendar days from the date of the Employer's receipt of the Union's written appeal to arbitration. If the parties are unable to agree, **the Union** may file for a list of arbitrators with the Federal Mediation and Conciliation Service (FMCS). The Arbitrator shall be selected in accordance with FMCS rules of procedure.

Section 8. The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement or to rule on any matter except while this Agreement is in full force and effect. The arbitrator's decision shall be based exclusively on evidence presented at the arbitration hearing. The arbitrator's decision shall demonstrate that he has thoroughly considered the arguments advanced by each party and cite the provisions of the Agreement serving as the basis for the decision.

Section 9. The arbitrator shall have no power to establish or change wage rates or wage scales or benefits.

Section 10. The decision of the arbitrator shall be issued as promptly as possible. His decisions shall be final and binding upon the Employer, the Union and the grievant.

Section 11. The compensation of the arbitrator and his expenses incidental to the arbitration shall be borne equally by the parties. Each party shall bear the expense of preparing its case and shall make arrangements for and pay the expenses of witnesses called by them. In any arbitration held under the terms of this Agreement, neither any employee representative or witness(es) called by, or on behalf of, the Union or grievant, nor the aggrieved employee shall be paid by the Company for time spent preparing for or attending the arbitration proceedings.

Section 12. All awards of back wages shall not commence any sooner than fifteen (15) days prior to the date of the written grievance. Back wages shall be limited to the amount of wages the officer would otherwise have earned from employment with the Employer less any unemployment compensation or any other compensation that he may have received from any source during the period. If the employee was out of the labor market or failed to make diligent efforts to apply or look for work during unemployment, no back pay shall be awarded for that period of time.

Section 13. Unless the parties agree in writing to the contrary, an arbitrator may hear only one (1) grievance in any one (1) proceeding.

Section 14. The arbitrator shall not be empowered to render a decision or award which grants relief extending beyond the termination date of this Agreement or more than fifteen (15) calendar days prior to the date of the grievance. In arbitrations which involve discipline for conduct expressly prohibited by this Agreement, the arbitrator's scope of review shall be limited solely to a determination of whether or not the employee actually committed the act or acts for which they were disciplined and the Employer's decision of the kind and degree of discipline is consistent with decisional criteria set out in this agreement.

Section 15. Bargaining unit employees who are removed by the government partner have no recourse through the Grievance and Arbitration processes as defined by this Agreement.

Section 16. The parties may mutually agree to explore non-binding mediation as an alternative prior to arbitration.

ARTICLE 17 — No Strike

Section 1. Under no circumstances will the Union or employees engage in, instigate, promote, cause, sponsor, condone, permit, encourage or take part in any strike, sit down, slowdown, work to the rule, sympathy strike, jurisdictional strike, withholding of services, work stoppage, picket, curtailment of work, reduction of production, or interference of any kind with the operations of the Employer.

Section 2. Neither the Union nor employees will recognize any picket lines established by other Unions for any reason, including any type of grievance, jurisdictional dispute, contract expiration, substandard wages or recognitional purposes.

Section 3. In the event of a breach of Section 1 or Section 2, above, the Union shall immediately instruct the involved employees that their conduct is in violation of the contract, that they may be disciplined up to and including discharge, and instruct all such persons to quit the offending conduct and take all reasonable means to end the breach.

Section 4. Participation in a breach of this Article by officers, agents or stewards employed by the Employer may result in discipline different and more severe than Participating employees. The Employer has the right to discipline, including discharge, any employee who violates this No Strike provision and such discipline shall be deemed to be for good cause. Any resort to the Grievance Procedure shall be limited solely to determine whether such employee engaged in the prohibited conduct herein. The Arbitrator shall have no authority to modify the discipline.

Section 5. The Company will not lock-out bargaining unit employees during the term of this Agreement.

ARTICLE 18 — Transfer Procedures

Section 1. The Employer has the authority to determine the existence or non- existence of vacancy in a specialty post requiring the posting and bidding procedures of this Article. In the event that there is a change in specialty/permanent post/assignments within the LPCC (i.e. Court Officers, Compound Medical Officers, Transportation, Yard Crew, Sally-Port, or other similar fixed bargaining unit post) the Company shall notify the Union thirty (30) days prior to implementing the change. If such change is required by the Government to be made less than thirty (30) days, the Company will provide as much notification as possible to the Union.

Section 2. The following procedures only apply to vacancies determined to exist in the specialty posts as designated by the Employer.

- a. Vacancies in any specialty post position shall be posted for a ten (10) calendar day period on the Company bulletin board. Non-probationary bargaining unit employees interested in being considered for such opening and who meet any posted minimum qualifications relevant to the job shall submit a written request to Chief of Security during that ten (10) calendar day period.
- b. The open position shall be awarded within thirty (30) calendar days after the vacancy posted period ended to the applying employee considered by the Company to be the best qualified candidate after giving due consideration to factors including, but not limited to, seniority and respective qualifications, work record, disciplinary history, job experience and any test scores or interview responses of the applying employees.

Section 3. If a vacancy is created in any of the above noted specialty post/assignments as a result of filling a position under this Article that vacancy shall also be filled pursuant to the procedures set out in herein.

Section 4. If no bargaining unit employee indicates an interest in any posted position or if the Company determines that no bargaining unit employee who has expressed an interest is qualified, the Company may assign, in inverse seniority order, a qualified employee. The Company may also elect to hire or transfer an individual from outside of the bargaining unit to the vacancy.

II. ECONOMIC

ARTICLE 19 — Wages

Section 1.

Current:	\$21.93
July 2020:	\$21.93
July 2021:	\$21.93
July 2022	TBD

The Parties agree to meet and negotiate wages only for July 2022 upon sixty (60) days notice being received from the Union prior to July 1, 2022. These negotiations shall be for wages only and all other terms and conditions shall remain in full force and effect and unchanged.

Section 2. During the term of this Agreement, should LPCC continue the present Facility Bonus Plan or the 2010 Special Incentive Plan or such plans as they may be thereafter modified during the term of this Agreement, for the non-bargaining unit, non-exempt hourly non-supervisor/management CoreCivic employees, such plans will be made available to the bargaining unit employees under the same terms, conditions, eligibility requirements, and benefit levels. During the term of this Agreement, should CoreCivic introduce any new bonus or incentive plans applicable to the non-bargaining unit, non-exempt hourly non-supervisor/management CoreCivic employees, such plans will be made available to the bargaining unit employees under the same terms, conditions, eligibility requirements, and benefit levels.

Section 3. Bargaining unit employees who report to work as scheduled without having been notified not to report, and work is not available, will be paid three (3) hours reporting pay at their regular straight term basic rate. The premium shall not apply to situations where the inability to put the employee at work is the result of acts of God, failure of equipment beyond the Company's control or similar events beyond the Company's control.

ARTICLE 20 — OVERTIME

Section 1. Employees will be paid an overtime premium of one and one-half times (1.5x) their straight time hourly base rate in accordance with the United States Fair Labor Standards Act, as amended, for all hours actually worked in excess of forty (40) hours in one workweek.

Section 2. There shall be no duplication and/or pyramiding of overtime and/or premium pay under this Agreement.

Section 3. An extra work/overtime roster list of employees will be maintained by shift. When, in the Company's opinion, the need for overtime/extra work by a bargaining unit employee exists, the Company will fill that need using the following order and procedure:

a. Step 1.

Each week, through a weekly sign-up sheet, the Company will seek volunteers to cover scheduled vacancy needs for the upcoming week. From these volunteers, the Company will post a list of employees accepted for overtime. The Company will assign coverage by seniority assuming the employee has the skills, abilities, and qualifications to perform the needed work. Employees who sign up for voluntary overtime/extra work and are then offered the work must accept work. Employees who refuse the offered time or fail to report as scheduled may be subject to discipline, including, but not limited to, removal from the voluntary list for that week, and prohibited from signing up for voluntary overtime/extra work for a period of 30-days following the refusal.

b. Step 2

Should the staffing need not be satisfied under step 1 or should an unanticipated, unscheduled need for additional staff occur during any given work week, the Company will attempt to meet that need by soliciting volunteers from the on-shift employees. From this group of volunteers, the Company will assign coverage by seniority assuming the employee has the skills, abilities, and qualifications to perform the needed work. Employees who volunteer and are then offered the work must accept work. Employees who refuse the offered time or fail to report as scheduled may be subject to discipline, including, but not limited to, being prohibited from voluntary overtime/extra work for a period of 30-days following the refusal. Should the Company need to call in employees from home to work overtime the Company will attempt to call and offer such overtime to employees by seniority.

c. Step 3

Should there be a need to force draft employees to cover staffing needs, the following procedure will be followed:

i. The Company will maintain an employee roster by shift (initially established by ranking the employees in inverse seniority order).

ii. The Company will force draft employees starting at the top of the appropriate shift roster, working down that list until the staffing need is met. Once drafted and worked, the employee will rotate to the bottom of the roster list. Once drafted, the employee must work unless excused by and at the discretion of the Employer. Where an extraordinary circumstance exists, an employee may submit a written request to be excused from the drafting process; such request may or may not be granted at the sole discretion of the Employer and, if granted, done so under the terms, limits, and

timetables set by the Employer. If granted, the Employer, at its discretion, may also revoke any exemption for consideration for draft/forced work. Once drafted and worked, absent operational or security needs, that employee will not be drafted again for the next two (2) calendar days.

- iii. **On site volunteers will have the ability to volunteer for early or late (Pre-shift/Post-shift) overtime assignments. The Overtime Assignments will be awarded to those employees who volunteer in seniority order from highest to lowest. Employee's names will rotate to the bottom of both the volunteer list and the mandatory list whether the employee volunteers for overtime or is mandated. The Mandatory Overtime List will be updated and posted daily each shift. Overtime Steps 1-7 will be exhausted prior to Force Draft mandation's of all security staff in early or late in accordance to this Agreement.**
- iv. Employees who are not available or not drafted, will not rotate through the list, but rather will maintain their position.

Section 4. The Company has discretion in selecting employees outside of the normal roster rotation set out in Section 3, considering factors related to specialized skills and abilities needed for the work as well as statutory or regulatory limitations imposed upon hours worked. Likewise, the Company has the discretion to exclude certain positions or post from the rotation procedure established herein or to establish an independent rotation or extra work assignment process for such positions or post based upon factors related to specialized skills and abilities needed for the work as well as statutory or regulatory limitations imposed upon hours worked.

Section 5. The foregoing procedures may not apply where the need to hold an employee over beyond their normal shift is the result of the need to continue to the point of completion or relief an ongoing assignment or post or where temporarily necessary to keep a post staffed until relief arrives.

Section 6. Bargaining unit personnel are considered essential employees in terms of the safety and security of the facility, inmates, LPCC employees, and the community as a whole. As such, in emergency circumstances such as where operational safety and security issues exist or in response to acts of God, the Company may force overtime/extra work be performed by bargaining employees without regard to the above procedures as is necessary to respond to and for the duration of the emergency. The failure to work an assignment subjects the employee to disciplinary action.

Section 7. The Company may relieve, excuse, and release any employee from work on any work day in any workweek as a means of managing hours worked or anticipated to be worked even if such results in the loss of overtime eligibility during the workweek. **In such cases employees shall be granted requests to "Flex out" by management on the basis of seniority and shall be required to "flex out" in reverse seniority.**

ARTICLE 21— UNIFORMS

Section 1. Each employee will receive an annual uniform allowance deposited by CoreCivic with a designated uniform vendor(s) as prescribed by CoreCivic policy 3-19-1, Uniform, Dress, and Grooming Standards. The allowance will be issued based upon the employee's hire date anniversary or anniversary date of transfer into, or assignment to a uniform position. The 2018 annual allowances are \$175 for current employees and \$275 for new employees. The annual allowance is a use or lose benefit. If the allowance increases during the duration of this contract, the employee will receive the company-wide increase.

Section 2. CoreCivic is responsible for selecting the vendor(s) to provide uniforms and uniform accessories that meet the Company's established specifications. CoreCivic, with the assistance of or through their facility Wardens, will provide non-exempt hourly uniformed employees access to computers at work and work time sufficient to order uniforms from the selected vendor(s).

Section 3. Employees must report to work each day in a complete and proper uniform with all required accessories and remain in uniform at all times while performing official duties for the Company. At all times, uniforms are to be properly worn and be in serviceable, clean, and neat condition.

Section 4. If an employee is required to wear protective clothing such as common use rain gear, **jackets**, hazardous material clothing, gloves, or similar type of personal protective accessory or device as a condition of employment, such shall be furnished to the employee by CoreCivic.

Section 5. Any uniformed employee who needs maternity uniforms may receive an additional deposit as may be necessary to ensure the employee has uniforms to wear during pregnancy.

Section 6. CoreCivic uniforms damaged in the normal course and scope of employment will be repaired or replaced by CoreCivic. Employees shall bear the cost of replacement of CoreCivic uniforms lost or damaged due to **employee negligence**. Employees are solely responsible for fitting, alterations to, and the day-to-day care and cleaning of uniforms.

Section 7. Should an employee's personal property be damaged during an inmate altercation or uncontrollable work-related incident and should such damage be determined by the Employer not to have resulted from negligence or the failure to follow policy and procedure on the part of the employee, the Employer agrees to reimburse or replace the employee's property up to a maximum cumulative monetary value of One Hundred Fifty Dollars (\$150.00) in any rolling twenty four (24) month period. The Employer has the right to request proof of any replacement cost or purported damage value.

ARTICLE 22 — HOLIDAYS

Section 1. The Company recognizes the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day (in February), Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, and one (1) Floating Holiday.

Section 2. The Company designates the official observation dates for all of the recognized holidays, with the exception of the Floating Holiday which an employee may request as time off from work by utilizing the facility's designated system of record for requesting time off. All requests are subject to supervisory approval and may be based on the staffing needs of the facility.

Section 3. For all of the designated holidays, as well as the Floating Holiday, full-time employees will be paid eight (8) hours at their straight time/regular hourly rate. Regular part-time employees will be paid for a day of holiday time equal to 1/10 of the employee's regularly scheduled hours per pay period.

Section 4. To request time off for a scheduled work day that occurs on the Company's official observation date for a holiday, employees must submit a Holiday Off Request utilizing the facility's designated system of record for requesting time off and in accordance with Article 30 of this Agreement. **Such requests shall be granted by seniority of the employees who submit such request.**

Section 5. Holidays paid, but not worked, shall not be considered as time worked for overtime calculation purposes.

Section 6. Employees who work on the Company's official observation date for a holiday will be paid holiday hours (at the employee's straight time/base hourly rate in effect on the official observation date) in addition to their pay for working that day.

Section 7. For the nine (9) recognized holidays, employees will be paid holiday pay on the paycheck date that corresponds with the pay period in which the official observation date occurs.

Section 8. If an employee is on leave without pay (whether approved or unapproved), or is receiving disability under the Company's benefit plan or is receiving workers' compensation benefits for the entire work week in which a holiday is officially observed by the Company, the employee will not be eligible for holiday pay for that holiday.

Section 9. Any employee who is required to work on a holiday but fails to do so shall forfeit any holiday pay, unless the failure to work is otherwise excused and taken pursuant to the terms set out under this Agreement.

ARTICLE 23 — PERSONAL LEAVE

Section 1. Full-time bargaining unit employees are eligible to earn and take Personal Leave beginning the first pay period following the employee's 90 day probationary period.

Section 2. Personal Leave may be used by eligible bargaining unit employees for vacation, handling personal business, or as compensation during otherwise unpaid approved leave of absence (for example Family Medical Leave, Bereavement, or Civil Leave). Personal Leave may also be used for illness or any of the other uses specified for Sick Leave in Article 26 of this Agreement.

Section 3. Employees must use any accrued Personal Leave during a period of leave without pay (LWOP), including any approved FMLA Leave, Non-FMLA Medical Leave, Discretionary Leave, or during any other period of absence, including unscheduled absences for a scheduled work day.

Section 4. Personal Leave must be used during the calendar year in which it is earned. Personal Leave will not be carried forward into the next calendar year. With the approval of management, an eligible employee who has completed any required waiting period under this Article for accrual, may advance up to **forty-eight (48)** hours of Personal Leave for use prior to actual accrual. However, upon an employee's Personal Leave balance reaching a negative **forty-eight (48)** hours, no additional Personal Leave may be advanced. If employment with CoreCivic ceases prior to the accrual of sufficient Personal Leave hours to offset any advanced leave, the amount of the advance not otherwise offset by accrued but unused Personal Leave hours will be withheld from the employee's final paycheck as a repayment of a pay advance in accordance with applicable state and federal law.

Section 5.

For bargaining unit employees hired on or after January 1, 2002, Personal Leave is accrued as follows:

YEARS OF CONTINUAL SERVICE	ACCRUAL PER HOUR WORKED	PER PAY PERIOD MAXIMUM	ANNUAL MAXIMUM
Less Than 5	0.0388 hours	3.10 hours	80 hours
5 – 14	0.0577 hours	4.62 hours	120 hours
15 or more	0.0770 hours	6.16 hours	160 hours

For bargaining unit employees hired prior to January 1, 2002, Personal Leave is accrued as follows:

YEARS OF CONTINUAL SERVICE	ACCRUAL PER HOUR WORKED	PER PAY PERIOD MAXIMUM	ANNUAL MAXIMUM
Less Than 5	0.0500 hours	4.00 hours	104 hours
5 – 14	0.0625 hours	5.00 hours	130 hours
15 or more	0.0770 hours	6.16 hours	160 hours

Section 6. Use of all approved Personal Leave for employees under this Article will be charged and recorded in increments of one (1) hour. Leave requested, scheduled, and approved under Section 11 (a-f) of this Article must be taken in a minimum of 4-hour segments.

Section 7. Personal Leave is paid at the employee's base hourly straight time rate of pay in effect at the time the leave is taken.

Section 8. Personal Leave is not counted as time-worked for purposes of calculating overtime.

Section 9. Personal Leave that is requested, approved, and processed in accordance with the Company's bi-weekly payroll schedule, will be paid on the paycheck date that corresponds with the pay period in which the Personal Leave was taken.

Section 10. Employees will not be paid both Personal Leave and holiday pay for a holiday observation date. However, employees whose scheduled work day exceeds eight (8) hours may use Personal Leave hours to supplement the eight (8) hours of holiday pay, up to the number of hours in the employee's scheduled work day.

Section 11. Employees desiring to take Personal Leave must submit a request utilizing the facility's designated system of record for requesting time off from work and in accordance with Article 30 of this Agreement.

- a. After the issuance of the schedule/cards for the upcoming year, the Company will issue Personal Leave preference forms on which the bargaining unit employees, by seniority, may express their preferred use of leave for the upcoming year under the format set out in subpart (b) below.
- b. The first round and preference will be given to the top ¼ most senior bargaining unit employees on each shift who will have no less than seven (7) calendar days in which to complete and submit their preference sheets. Once Personal Leave has been scheduled for this group, the second round and preference will be given to the next ¼ most senior bargaining unit employees on each shift who, at the time they are given their preference sheets, will be advised as to which, if any, dates are no longer available for selection. These employees will be given no less than seven (7) calendar days in which to complete and

submit their preference sheets. This process is repeated for the remaining two ¼ groupings of employees by shift by seniority. Employees who are on approved leave during the eight (8) day period of time under which they would be eligible to submit their leave request under subpart (c) of this Section may within eight (8) calendar days of their return to work to submit a request for the upcoming year. However, the ability to tentatively schedule the requested period will be based up operational considerations and availability and not on the basis of seniority.

- c. Bargaining unit employees will schedule their Personal Leave through the process set out in Subpart (b) of this Article. All leave time not scheduled as the result of Subpart (b) herein, will be scheduled out for the upcoming year by and at the discretion of the Company.
- d. In considering, awarding, and scheduling Personal Leave under this Article, the Company has the right to limit the number of bargaining unit employees that may be granted leave at any one time or to otherwise administer the vacation/personal leave benefit based upon operational considerations. Where the Company determines emergency conditions warrant (i.e., conditions which threaten the health, safety, or security of the facility, employees, detainees, or community), the Company may recall employees from leave or postpone approved leave taken for any reason other than in conjunction with FMLA leave. Leave may only be so canceled under this subsection by the Warden in writing with clear explanation as to the basis for that decision. Employees whose leave has been canceled under this provision will be given priority in rescheduling or allowed to be carry over to the next calendar year and given priority for use in the first months of that year. The Union may request further consideration be made by the Company on a case by case basis.
- e. Requests for Personal Leave submitted under this procedure for the upcoming calendar year, will be considered and tentatively scheduled, where operationally possible, based upon seniority, as defined in this Agreement by shift and within job classification. The request will be based upon anticipated Personal Leave accruals for the coming year and may be scheduled at a time in which the anticipated accrual has yet to occur (borrowed Personal Leave) within any limits established by the Company. The scheduling of Personal Leave, therefore, does not guarantee that time off (1) should circumstances arise which place in question the ultimate accrual of the time or (2) should other Personal Leave be requested, approved, and used under this Section such that prior tentatively scheduled Personal Leave would not be available at the time otherwise scheduled under this Section. Should the bargaining unit employee not have accrued sufficient leave or should intervening circumstances have occurred which place in question the ability to accrued the needed time at a level sufficient to cover the prior tentatively scheduled Personal Leave, the Company will so advise the employee and remove the prior tentatively schedule leave from the calendar.
- f. Employees may request an exchange of scheduled Personal Leave with another bargaining unit employee provided that the change does not result in overtime or violation of the basic work week and provided further that a written request for such an exchange is submitted to the Master Scheduler no less than fifteen (15) days in advance of to the first scheduled leave affected by the requested change. Any such request will be approved or denied in the Company's discretion. Once approved, the changed schedule must be worked.
- g. Employees may request use of Personal Leave otherwise scheduled under this Article to be removed from that schedule and be made available for leave under Bereavement or FMLA leave under this Agreement. Use of all approved Personal Leave for employees under this subsection (g) will be charged and recorded in increments of one (1) hour.
- h. Employees may request use of Personal Leave otherwise scheduled under this Article when circumstances or the need for the leave were not known, not anticipated, or otherwise unforeseen arise. Such request must be made at least **fifteen (15) calendar days** in advance or as soon as possible once the need is known. Any such request will be approved or denied

in the Company's discretion based upon operational considerations. **Such requests shall not be unreasonably denied.** As provided under Section 6 of this Article, use of all approved Personal Leave for employees under this subsection (h) will be charged and recorded in increments of one (1) hour.

ARTICLE 24 — SICK LEAVE

Section 1. Effective the first pay period following the day and date upon this Agreement is executed, regular employees are eligible to earn and take paid sick leave under the terms and conditions set out in this Article. As noted in Article 1, Section 3, Contractor and the Union agree that sick leave provided under this Article satisfies the Contractor's obligations to bargaining unit employees under Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors.

Section 2. For administrative purposes, the sick leave provisions in this Agreement are referred to as "Federal Sick" leave and are separate and apart from any other previously accrued sick leave benefits, which will continue to be administered according to their existing terms and provisions.

Section 3. Employees may use "Federal Sick" leave for the following:

- a. A physical or mental illness, injury, or medical condition of the employee;
- b. Obtaining diagnosis, care, or preventive care from a health care provider by the employee;
- c. Caring for the employee's child, parent, spouse, domestic partner, or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship who has any of the conditions or needs for diagnosis, care, or preventive care referred to in paragraphs (a) or (b) of this Section or is otherwise in need of care; or
- d. Domestic violence, sexual assault, or stalking, if the time absent from work is for the purposes otherwise described in paragraphs (a) or (b) of this Section or to obtain additional counseling, seek relocation, seek assistance from a victim services organization, take related legal action, including preparation for or participation in any related civil or criminal legal proceeding, or assist an individual related to the employee as described in paragraph (c) of this Section in engaging in any of these activities.
- e. **And other permitted uses in which may be specified in E.O. 13706.**

All definitions of terms at 13 C.F.R. § 13.2 apply to the use of those terms in this Section 3.

Section 4. Federal Sick Leave will accrue for eligible bargaining unit employees at the same rate that it accrues for eligible non-bargaining unit, non-exempt employees up to a maximum accrual of 56 hours per calendar year. In the event that the accrual rate for eligible non-bargaining unit, non-exempt employees changes over time, the accrual rate for eligible bargaining unit employees also will change accordingly without the need for further bargaining. The Company will provide reasonable notice to the Union under the circumstances in advance of any such change in the accrual rate. No more than 56 total hours of unused Federal Sick leave may be rolled over into the next calendar year.

Section 5. Federal Sick leave may be taken in one (1) hour segments.

Section 6. Federal Sick leave is paid at the base hourly straight time rate of pay in effect at the time the leave is taken.

Section 7. Federal Sick leave is not counted as time-worked for purposes of calculating overtime.

Section 8. Upon termination of employment (whether voluntary or involuntary), any remaining Federal Sick leave balances will not be paid out to employees; however, Federal Sick leave balances may be reinstated should an employee return to work with the Company within twelve (12) months of their separation date.

Section 9. Employees desiring to take Federal Sick must request such leave utilizing the facility's designated system of record for requesting time off from work and in accordance with this Agreement.

Section 10. If a bargaining unit employee uses Federal Sick for three (3) or more consecutive full workdays, the Company may require the employee to provide certification from the employee's health care provider (or other appropriate individual or organization) verifying medical or other appointments or the employee's inability to work due to medical reasons or other reasons set forth in Section 3 of this Article.

ARTICLE 25 — BEREAVEMENT LEAVE

Section 1. Non-probationary employees will be excused from work for up to three (3) consecutive work days, with pay, to attend the funeral of an immediate family member (i.e., current spouse, child, parent, grandparent, sibling). Employees may use available sick leave or personal leave to cover any or all of the time away from work.

Section 2. Employees must give the Company as much advance notice as possible of the need to miss work because of a death in the immediate family.

Section 3. The Company may request proof of the relationship or funeral. Failure to provide when so requested subjects the employee to disciplinary action by the Employer. Employees who are excused from work to attend the funeral of the death of an immediate family member upon returning to duty will not be considered for force (draft) overtime for ten (10) consecutive calendar days.

Section 4. Employees misrepresenting the need for bereavement leave or who obtains leave by fraud or who otherwise request/take bereavement leave for reasons other than those in Section 1 of this Article, are subject to disciplinary action.

ARTICLE 26 — CIVIL LEAVE

Section 1. Bargaining unit employees required to report to or who are selected for jury duty or who, pursuant to a subpoena, are ordered to appear in court on a day the employee is otherwise scheduled to work, will be excused from work.

- a. Where such employees have completed 12-months of continuous employment, the Company will pay up to a maximum of five (5) days lost work in any rolling 12-month period. Any court compensation/witness fees paid to the employee will be deducted from any such payment.
- b. Civil leave by employees with less than 12-months employment will be unpaid leave. Such employees may request use of any available Personal Leave or floating Holiday.

Section 2. Any summons, subpoena or other court order requiring the employee's absence must be presented to the employee's supervisor along with a completed Employee Leave Authorization Form as soon as possible. The employee must notify the Company upon the completion of the service/appearance and may, at the Company's discretion, be required to report to work to complete any portion of the scheduled workday.

Section 3 Upon reporting to work following completion of the required service/appearance, the employee must present proof of service/appearance from the court that includes dates of service/appearance and date/time of release.

Section 4. Employees misrepresenting the need for Civil Leave under this Article or who obtains leave by fraud or who otherwise requests/takes Civil Leave for reasons other than allowed under this Article or who fails to provide the documentation required under this Article is subject to disciplinary action.

ARTICLE 27 — VOTING TIME LEAVE

Section 1. Bargaining unit employees may be eligible for an excused absence from work to vote in a primary or general election if:

- a. The employee's scheduled workday is such that the polls are open for less than three (3) consecutive hours before the employee's scheduled start of shift or after the employee's scheduled end of shift, and
- b. The employee applies with his supervisor for leave no less than seven (7) calendar days in advance of the date unless the employee's schedule has changed such that seven (7) day notice may not be given.

Section 2. The maximum time allowed under this Article is two (2) hours.

Section 3. The Employer may specify the hours during the specified period in which the voter may be absent.

Section 4. Employees granted leave under this Article will be paid straight time base hourly rate for time lost at work. Time paid shall not be considered as time-worked for the purpose of computing overtime.

Section 5. Employees misrepresenting the need for leave under this Article, or who obtains leave by fraud or who otherwise requests/takes leave for reasons other than allowed under this Article, is subject to disciplinary action.

Section 6. To the extent the applicable state law provides benefits greater than those set out herein, this Article will be modified to the extent necessary to bring the provisions in conformity.

ARTICLE 28 – UNPAID LEAVES OF ABSENCES

Section 1. Family Medical Leave Act. Employees eligible for leave under the terms of the federal Family Medical Leave Act will be granted such leave under the terms and conditions as required by the law and pursuant to the Employer's policies established to implement the law's mandates.

Section 2. Military Leave. Employees eligible for leave under the terms of any federal or state military leave provisions will granted such leave under the terms and conditions as required by law and pursuant to the Employer's policies established to implement the laws mandates.

ARTICLE 29 — HEALTH AND WELFARE

Section 1. Bargaining unit employees will be offered and have the ability to participate in the same major medical health insurance plan provided to the non-bargaining unit SCA covered employees at the LPCC as such plan, programs, terms, conditions, contribution rates, or benefit levels exist at the time of this Agreement or as such may be changed during the life of this Agreement.

Section 2. Bargaining unit employees will be offered and have the ability to participate in the same life insurance plan provided to the non-bargaining unit SCA covered employees at the LPCC as such plan, programs, terms, conditions, contribution rates, or benefit levels exist at the time of this Agreement or as such may be changed during the life of this Agreement.

Section 3. Bargaining unit employees will be offered and have the ability to participate in the same long term and short term disability plan(s) provided to the non-bargaining unit SCA covered employees at the LPCC as such plans, programs, terms, conditions, contribution rates, or benefit levels exist at the time of this Agreement or as such may be changed during the life of this Agreement.

ARTICLE 30 — RETIREMENT

Section 1. Bargaining unit employees will be offered and have the ability to participate in the same 401(k) benefits that may be provided to the non-bargaining unit SCA covered employees at the Central Arizona Detention Center facility as such plans, programs, terms, conditions, contribution rates, or benefit levels exist at the time of this Agreement or as such may be changed during the life of this Agreement.

III. AGREEMENT

ARTICLE 31 — SCOPE OF AGREEMENT

Section 1. During the negotiations that resulted in this Agreement, both parties had every right to and did discuss all collective bargaining demands and proposals. As a result thereof, this Agreement is complete and resolves all collective bargaining issues between the parties for its duration. Therefore, both parties waive any right to compel or force any further negotiations on any matters, whether or not within the knowledge or contemplation of the parties at the time they executed the Agreement.

Section 2. The terms of this Agreement encompass all rights, limitations, and obligations of the parties and supersedes any and all contracts (implied or actual), agreements or promises, whether written or oral, and including, but not limited to, any letter of interpretation, verbal understanding, and/or past practices, established or in effect between the parties or between the Employer and bargaining unit employees before the execution of this Agreement.

ARTICLE 32 — SAVINGS CLAUSE

Section 1. Should any part of this Agreement be rendered or declared invalid by any court of competent jurisdiction or by reason of an existing or subsequently enacted legislation or National Labor Relations Board decision or by any term or condition of a customer contract or regulation governing the operation of the facility, such shall not invalidate the remaining portions hereof. Rather, the remaining parts or provisions shall be maintained in full force and effect.

ARTICLE 33 — TERMINATION

This Agreement (and Appendix hereto) shall be effective October 1, 2019 through September 30, 2022 (expiring at 12:01 AM September 30, 2022) and from year to year thereafter, provided that all rights, benefits, and obligations created hereunder may be amended, modified, or terminated by either party upon one hundred twenty (120) days written notice given to the other party prior to the expiration date of this Agreement or any subsequent anniversary date thereafter if notice to terminate is not given on the first anniversary date.

**INTERNATIONAL UNION, SECURITY,
POLICE AND FIRE PROFESSIONALS OF
AMERICA (SPFPA) AND ITS
AMALGAMATED LOCAL 825:**

CORECIVIC OF TENNESSEE, LLC:

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

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

Regional Director – Region 3
International Union, SPFPA

Managing Director, Employee Relations
CoreCivic of Tennessee, LLC

10-25-19

10/9/2019

Date

Date

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

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

Local Union President
SPFPA, Local 825

VP, Business Unit I
CoreCivic of Tennessee, LLC

10-25-19

10/28/2019

Date

Date

Appendix A



SPFPA I Authorization for check-off of dues

EMPLOYER: _____ ITS SUCCESSORS AND ASSIGNS

WORK SITE: _____ LOCAL UNION NO. _____

I hereby assign to the International Union, Security, Police and Fire Professionals of America (SPFPA), hereinafter referred to as the "Union," from any wages earned or to be earned by me as your employee (in my present or in any future employment by you) such sums as the International Secretary-Treasurer may certify as due and owing from me as dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time in accordance with its Constitution and By-Laws. I authorize and direct you to deduct such amounts from my pay irrespective of my membership in the Union, and to remit same to the Union at such time and in such manner as may be agreed upon between you and the Union at any time while the authorization is in effect.*

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective bargaining agreement between the Employer and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner, and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of such succeeding applicable collective bargaining agreement between the Employer and the Union, whichever shall be shorter, unless written notice is given by me to the Employer and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between the Employer and the Union, whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and it shall be applicable to any successor or assign of my current Employer.

While contributions or gifts to the Union are not tax deductible as charitable contributions for Federal income tax purposes they may be tax deductible under other provisions of the Internal Revenue Code.

Date of hire: ____/____/____

Rate of pay \$ _____

Employee ID # _____

* No Dues will be deducted until there is a contract with the Employer.

_____ Signature		_____ Date
_____ Print Name		
_____ Address		
_____ City	_____ State	_____ Zip



Revised 2/16

APPENDIX B (ARTICLE 16)

1. Engaging in any conduct in violation of the CoreCivic or facility Drug and Alcohol policies;
2. Engaging in any conduct in violation of the CoreCivic or facility Code of Ethics and Business Conduct and any supplements thereto;
3. Engaging in any conduct in violation of the Company's Inmate/Resident Sexual Abuse/Misconduct/Harassment policies;
4. Engaging in any conduct in violation of the CoreCivic or facility non-discrimination non- harassment policies and procedures;
5. Smoking or use of tobacco products on Company owned or leased property except in designated areas;
6. Engaging in any conduct in violation of CoreCivic or facility safety or health policies, procedures, or regulations;
7. Engaging in any pilferage, theft, unauthorized use, or unauthorized possession of any Company owned or leased property or that of any detainee, visitor, vendor, government official, customer, or CoreCivic or facility employee;
8. Providing false, misleading, or incomplete information on Company forms, records, reports, documents, time cards or time records; concealing, altering, misusing, or removing, without proper authorization from the Warden, Company records, reports, documents, time cards or records, or employment records including, but not limited to electronic data records; any act of dishonesty;
9. Clocking-in or out for another employee;
10. Unexcused absence from work. An absence is unexcused when not otherwise provided for and taken in accordance with the terms of this Agreement and/or any absence not personally reported to the then senior on-shift supervisor/manager by the employee as soon as the employee becomes aware of their inability to report but in no case less than two (2) hours prior to the employee's scheduled start time;
11. Being tardy for work. An employee is considered tardy when they report to work and clock in after their assigned start time and such late report is not otherwise allowed for or excused under the terms of this Agreement and/or any tardy not personally reported to the then senior on-shift supervisor/manager by the employee as soon as the employee becomes aware of their inability to report on time but in no case less than two (2) hours prior to the employee's scheduled start time;
12. Leaving or the unauthorized abandonment of any post or duty without supervisor's permission and relief; Early exit, leaving work before the end of their assigned shift or work day without permission of their supervisor;
13. Incompetence, negligence, or careless inattention in the performance of duties or the failure to properly and completely perform assigned duties; any other act of omission that leads to or could have resulted in danger or harm to any detainee, visitor, vendor, customer, government official, or CoreCivic or facility employee or to the Company's relationship and reputation with any contracting agency or customer; failing to meet job standards or qualifications;

14. Failing to be in complete uniform at all times in conformance with standards set by CoreCivic or the facility while on duty and in the performance of Company duties or on Company owned, leased, or used property;
15. Sleeping, personal reading on duty, or any other act or omission that interferes, or could interfere, with or otherwise preclude the employee from being alert while on duty;
16. Engaging in any conduct which has, or which could have, the effect of hindering, limiting, or interfering with normal operations of the facility or the performance of another employee;
17. Insubordination. This includes, but is not limited to, the refusal or failure to perform any assigned task, to fully and properly respond to any oral or written business related request from management, to fully and properly participate in any business related investigation, to fully obey instructions of any law enforcement official or proper authority of any federal, state, or local government or agency representative with whom CoreCivic or the facility has a contract concerning the custody of detainees or that may otherwise have oversight and/or investigatory responsibility concerning the operations of the Company or the custody of detainees housed at the facility, and includes any type of conduct, whether verbal, written, or physical, which undermines or otherwise challenges the authority of management;
18. Failing to provide cooperation and respect at work; failing to support the efforts of or show respect to other CoreCivic and/or facility employees, or to employees of any federal, state, or local government, or agency representative with whom CoreCivic or the facility has a contract concerning the custody of detainees or that may otherwise have oversight and/or investigatory responsibility concerning the operations of the CoreCivic or the facility or the custody of detainees housed at the facility, to carry out their duties; failing to contribute to an atmosphere of mutual respect among CoreCivic and/or facility employees;
19. Failing or refusing to cooperate or to fully and honestly answer any questions or produce requested material in any official investigation or inquiry being conducted by CoreCivic or the facility or by at the direction of any federal, state, or local government or agency representative with whom CoreCivic or the facility has a contract concerning the custody of detainees or that may otherwise have oversight and/or investigatory responsibility concerning the operations of CoreCivic or the facility or the custody of detainees housed at the facility; providing false, incomplete, or misleading information to the Company or to any federal, state, or local government or agency representative with whom CoreCivic or the facility has a contract concerning the custody of detainees or that may otherwise have oversight and/or investigatory responsibility concerning the operations of the CoreCivic or the facility or the custody of detainees housed at the facility;
20. Failing or refusing to execute any consent form or agreement necessary to allow any federal, state, or local government or agency representative with whom CoreCivic or the facility has a contract concerning the custody of detainees or that may otherwise have oversight and/or investigatory responsibility concerning the operations of the CoreCivic or the facility or the custody of detainees housed at the facility access to any of the employee's personnel, disciplinary, investigative, background, medical, or training files or records;
21. Fighting, engaging in any threatening, harassing, abusive, or intimidating conduct or other discourtesy directed toward any visitor, vendor, customer, government official, or CoreCivic or the facility employee, or participating in any physical horseplay or disorderly conduct with any detainee, visitor, vendor,

customer, government official, or CoreCivic or the facility employee while in the performance of Company duties, during work time, or while on Company owned, leased, or used property;

22. Engaging in or promoting any conduct which leads to or which incites, or which could lead to or incite, a riot, work stoppage, or other disruptive or violent conduct on the part of a detainee;
23. Engaging in or promoting conduct that leads to, or could lead to, the escape of or harm to any detainee or which otherwise compromises security and safety or is negligent with respect to the treatment, security, and protection of any detainee;
24. Possessing, without proper authorization, unauthorized use of any firearm, explosives, or other weapon, or the failure to use any firearm, explosives, or other weapon in accordance with CoreCivic policies and procedures while in the performance of Company duties, during work time, or on Company owned, leased, or used property;
25. Possessing, without proper authorization, or unauthorized use of camera, video equipment, tape record, or any other recording device and unauthorized possession or unauthorized use of any communication device while in the performance of Company duties, during work time, or on Company owned, leased, or used property;
26. Using physical violence, threats, or verbal abuse, harassment, taunting, or other abusive or undue negative treatment, directly or indirectly (such as through another employee or detainee), toward any detainee, -visitor, vendor, customer, or CoreCivic or the facility employee, or of detainees (not otherwise justified as an appropriate intervention when the safety of detainees, staff, or visitors are in jeopardy), or any other conduct with regard to the care and treatment of detainees that violates CoreCivic or the facility policy and procedures or the policies and procedures of any contracting agency or customer; using force with a detainee for punishment or reprisal; failing to report the threat, suspension, or actual occurrence of physical abuse of a detainee by another detainee or by CoreCivic and/or facility personnel to an appropriate supervisor or the warden; failing to take action to stop any imminent threat of physical abuse of a detainee by another detainee or by CoreCivic and/or facility personnel. (Use of physical force with detainee is allowed only in accordance with applicable Company policies and training.);
27. Engaging in, attempting to engage in, soliciting, or promoting any business with any current or former detainee or their families or representatives;
28. Soliciting, attempted solicitation, or acceptance of any gift, favor, or bribe in connection with official duties from anyone, including, but not limited to any current or former detainee or their families or representatives; permitting or creating a personal obligation that could lead to the expectation of favors or preferential treatment as to any current or former detainee or their families or representatives; displaying favoritism or preferential treatment to detainees or groups of inmates; engaging in undue fraternization with detainees;
29. Introducing or the attempting to introduction of contraband into the facility or grounds of the facility or otherwise bringing or attempting to bring contraband to or transferring contraband from a detainee to another detainee or to other persons, or other conduct including, but not limited to, conspiring, negotiating, or arranging to purchase, sell, possess, distribute, dispense, or use contraband or which allows or which creates the opportunity for detainees to obtain contraband;
30. Engaging in, attempting to engage in, soliciting, or promoting sexual activity or any other improper

physical activities or any improper relationship with any detainee, former detainee or any of their families or friends; failing to report the threat, suspension, or actual occurrence of sexual abuse of a detainee by another detainee or by CoreCivic and/or facility personnel to an appropriate supervisor or the warden; failing to take action to stop any imminent threat of sexual abuse of an detainee by another detainee or by CoreCivic / La Palma personnel;

31. Violating CoreCivic or facility policies on Legal Rights of Inmates or any other CoreCivic or facility policy, procedure, rule or regulation concerning the treatment of and interaction with detainees, their families, or representatives; retaliating or threatened retaliation against an detainee for filing a grievance or otherwise reporting misconduct or mistreatment; failing to respect the property of detainee;
32. Failing to immediately report directly to the Warden any of the following: (a) a family relationship with a detainee; (b) business or social relationships with any detainee or a detainee family members or friends while the detainee is incarcerated at a CoreCivic facility and for one (1) year after such incarceration terminates; (c) contacts with former detainees that occur within one (1) year of the date the former detainees incarceration terminates; and (d) any other contact or relationship that could be expected to create a conflict of interest or the appearance of a conflict of interest with duties as a correctional officer with the Company;
33. Failing to immediately report directly to the Warden if charged or indicted with, arrested for, or convicted of any felony or any misdemeanor (if that misdemeanor requires, or could lead to, incarceration and/or any fine of \$100 or more);
34. Being charged or indicted with, arrested for, or convicted of any felony or any misdemeanor (if that misdemeanor requires, or could lead to, incarceration and/or any fine of \$100 or more);
35. Engaging in any conduct, on or off duty, which renders, or which could render, the employee disqualified for employment under the terms and conditions of any contract CoreCivic or the facility may have with any federal, state, or local government or agency concerning the custody of inmates at the facility;
36. Engaging in any conduct while in uniform or while otherwise representing or appearing to represent the Company that reflects negatively on the Company or federal, state, or local government or agency representative with whom CoreCivic or the facility has a contract concerning the custody of detainees at the facility;
37. Engaging in the destruction, unauthorized or misuse of, or damage to any Company owned or leased property or that of any detainee, visitor, vendor, customer, or CoreCivic or facility employee;
38. Using CoreCivic and/or facility uniform, credentials, identification cards, or badges to coerce, intimidate, or deceive others, or to obtain special favors or privileges not authorized in the performance of normal duties, whether inside or outside the grounds of the facility and whether on or off the job;
39. Violating any Company rule, procedure, or policy; and
40. Failing to obtain, losing, or having revoked a security clearance that is required by the controlling governmental agency.

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)
 P00001 05/12/2008

6. ISSUED BY CODE ICE/DM/DC-DC 7. ADMINISTERED BY (if other than Item 6) CODE ICE/DM/DC-DC
 ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite (b)(6); (b)(7)(C) Washington DC 20536
 ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite (b)(6); Washington DC 20536 Attn: <<Enter Contract Specialist>>

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) 9A. AMENDMENT OF SOLICITATION NO. (x)
 CITY OF ELOY CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. X DROIGSA-06-0002/
 10B. DATED (SEE ITEM 11) 02/17/2006
 CODE 002513422000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 _____ copies to the issuing office.

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

DUNS Number: 002513422
 Program Office Point of Contact:
 (b)(6); (b)(7)(C) @dhs.gov
 (520) 464-(b)(6); (b)(7)(C)

Contracting Officer:
 (b)(6); (b)(7)(C) @dhs.gov
 202/616-(b)(6); (b)(7)(C)

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

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 (b)(6); (b)(7)(C)
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED (b)(6); (b)(7)(C) 16C. DATE SIGNED
 (Signature of person authorized to sign) 13 May 08

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to revise the procedure for Providers to submit their invoices for Agreement DROIGSA-06-0002. This revised procedure is effective June 02, 2008 and pertains to all invoices submitted on that date and thereafter.</p> <p>1. In accordance with Article XII, Enrollment, Invoicing and Payment, revise paragraph (B) "Invoicing" to read as follow:</p> <p>Invoices shall be submitted via one of the following three methods:</p> <p>a. By mail:</p> <p>DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620 Attn: ICE-DRO-FOD-PHOENIX</p> <p>b. By facsimile (fax): (include a cover sheet with point of contact & # of pages)</p> <p>802-288-7658</p> <p>c. By e-mail:</p> <p>(b)(6); (b)(7)(C)@dhs.gov</p> <p>Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice submitted to ICE on or after June 02, 2008 to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.</p> <p>2. The information required with each invoice submission is as follows:</p> <p>a. The name and address of the facility;</p> <p>b. Invoice date and number;</p> <p>c. Agreement number, Task Order Number and line item number.</p> <p>d. Terms of any discount for prompt payment offered;</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002//P00001

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3 3

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>e. Name, title, and phone number of person to notify in event of defective invoice; f. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this Agreement. (See paragraph 1 above.) g. The daily rate; h. The total number of residential/detainee days; i. The name of each ICE resident/detainee; j. Resident's/detainee's A-number; k. Specific dates of detention for each resident/detainee; l. The total residential/detainee days multiplied by the daily rate; m. For transportation/stationary guard services, the itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was guarded.</p> <p>Items a. through h. and l. must be on the cover page of each invoice submission.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>3. All other terms and conditions remain the same.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2 AMENDMENT/MODIFICATION NO P00002	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ NO N/A	5 PROJECT NO (if applicable)
6 ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite (b)(6); Washington DC 20536	CODE ICE/DM/DC-DC	7 ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Attn: (b)(6) (949) 425-(b)(6); Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628		(x) 9A AMENDMENT OF SOLICITATION NO	
CODE 0025134220000		9B DATED (SEE ITEM 11)	
FACILITY CODE		x 10A MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/	
		10B DATED (SEE ITEM 13) 02/17/2006	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _____ is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (if required) N/A			
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A		
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)		
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF _____		
	D OTHER (Specify type of modification and authority)		
X	Bilateral; Mutual Agreement between the Parties		
E IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ 1 _____ copies to the issuing office			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)			
DUNS Number: 002513422			
Program Point of Contact: (b)(6); (b)(7)(C); 602-766-(b)(6); dhhs.gov			
The purpose of this modification is to incorporate the current ICE Performance Based Detention Standards (PBNDs) into this IGSA. The current Detention Standards can be found at: http://www.ice.gov/partners/dro/PBNDs/index.htm .			
All other terms and conditions remain the same. Continued ...			
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6); (b)(7)(C)		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)	
15C. DATE SIGNED 2/8/10		15D. UNITED STATES OF AMERICA (b)(6); (b)(7)(C)	
15E. DATE SIGNED 2.17.10		16C. DATE SIGNED	

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>LIST OF CHANGES: Contracting Officer changed from (b)(6); (b)(6) to (b)(6); (b)(7)(C)</p> <p>New Administration Address: ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Attn: (b)(6); 949) 425-(b)(6); Laguna Niguel CA 92677</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO. P00003	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ. NO. PRO-12-L002	5. PROJECT NO. (If applicable)	
6 ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite (b)(6); Washington DC 20536	CODE ICE/DM/DC-DC	7 ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Attn (b)(6); (b)(7)(C) 949) 425 (b)(6); Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	
8 NAME AND ADDRESS OF CONTRACTOR (No. , street, county, State and ZIP Code) CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628		(x) 9A AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 0025134220000 FACILITY CODE		x 10A MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/	10B. DATED (SEE ITEM 13) 02/17/2006	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified				
12 ACCOUNTING AND APPROPRIATION DATA (If required) N/A				
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)			
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority) Unilateral; FAR 43.103 (b)			
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office				
14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) DUNS Number: 002513422 Program Point of Contact: (b)(6); (b)(7)(C), 602-766-(b)(6); @dhs.gov				
The purpose of this modification is to incorporate the current ICE Required Security Language for Sensitive/But Unclassified (SBU) IGSA Contracts (See attached).				
All other terms and conditions remain the same.				
Continued ...				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		(b)(6); (b)(7)(C)		
15B CONTRACTOR/OFFEROR	15C DATE SIGNED	16B UNITED STATES OF AMERICA	16C DATE SIGNED	
(Signature of person authorized to sign)		(b)(6); (b)(7)(C)	10/5/11	

CONTINUATION SHEET

REFERENCE NO DOCUMENT BEING CONTINUED
 DROIGSA-06-0002//P00003

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NAME OF OFFEROR OR CONTRACTOR
 CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	LIST OF CHANGES: Reason for Modification : Other Administrative Action New Invoice Address: DHS, ICE Burlington Finance Center P.O. Box 1620 Attn: ICE-ERO-FOD-Phoenix Williston VT 05495-1620 .				

**REQUIRED SECURITY LANGUAGE FOR
SENSITIVE /BUT UNCLASSIFIED (SBU) IGSA CONTRACTS**

SECURITY REQUIREMENTS

General: Performance under this Intergovernmental Service Agreement requires access to sensitive DHS information. The Service Provider shall adhere to the following.

Employment Eligibility: Screening criteria that may exclude applicants from consideration to perform under this agreement includes:

Criminal conduct, either as substantiated by convictions or independent evidence.
Misconduct or negligence in employment.

Illegal use of narcotics, drugs, or other controlled substances without evidence of substantial rehabilitation.

Alcohol abuse, without evidence of rehabilitation, of a nature and duration that suggests that the applicant would be prevented from performing the duties of the position in question, or would constitute a direct threat to the property or safety of the applicant or others.

Falsification and/or omission of pertinent information to influence a favorable employment decision.

Dishonest conduct, to include failure to honor just debts.

National security concerns.

Any other legitimate nondiscriminatory reason that DHS or its components find would adversely affect the efficiency of the service.

Subject to existing law, regulations and/or other provisions of this Agreement, illegal or undocumented aliens shall not be employed by the Service Provider.

The Service Provider shall certify that each employee working on this Agreement has a Social Security Card issued and approved by the Social Security Administration. The Service Provider shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

GENERAL

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in Contract DROIGSA-06-0002 requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

SUITABILITY DETERMINATION

DHS will 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 expedited entry on duty (EOD) decision based on preliminary security checks. The expedited EOD decision will 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 favorable 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.

BACKGROUND INVESTIGATIONS

Contract employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 5 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

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

Prospective Contractor employees who currently have an adequate current investigation and security clearance issued by the Defense Industrial Security Clearance Office (DISCO) or by another Federal Agency may not be required to submit complete security packages, and the investigation will be accepted for adjudication under reciprocity.

An adequate and current investigation is one where the investigation is not more than five years old and the subject has not had a break in service of more than two years.

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

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

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

TRANSFERS FROM OTHER DHS CONTRACTS:

Personnel may transfer from other DHS Contracts provided they have an adequate and current investigation (see above). If the prospective employee does not have an adequate and current investigation an eQip Worksheet will be submitted to the Intake Team to initiate a new investigation.

Transfers will be submitted on the COTR Transfer Form which will be provided by the Dallas PSU Office along with other forms and instructions.

CONTINUED ELIGIBILITY

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

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

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

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

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

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

EMPLOYMENT ELIGIBILITY

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

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

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

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

SECURITY MANAGEMENT

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

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

Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

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

INFORMATION TECHNOLOGY SECURITY CLEARANCE

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

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

INFORMATION TECHNOLOGY SECURITY TRAINING AND OVERSIGHT

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

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. PRO-12-L018	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite (b)(6); Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Attn: (b)(6); (949) 425-(b)(6); Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0025134220000		FACILITY CODE	
		(x) 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/	
		10B. DATED (SEE ITEM 13) 02/17/2006	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return 0 copies to the issuing office.

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

DUNS Number: 002513422

Program Point of Contact:

(b)(6); (b)(7)(C), 602-766-(b)(6);
@dhs.gov

The purpose of this modification is to amend the IGSA to incorporate a Contract Specific Wage Determination (CWSW) #2011-0209 (Rev 1) as issued by the Department of Labor on 11/08/2011 (see attached). This CWSW should be incorporated on all existing task orders. All other terms and conditions apply.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		(b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(b)(6); (b)(7)(C)	11/16/11

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

Diane C. Koplewski

Diane C. Koplewski
Director

Division of
Wage Determinations

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

Wage Determination No.: 2011-0209
Revision No.: 1
Date of Last Revision: 11/08/2011

State: Arizona

Area: Arizona County of Pinal

This WD applies only to service employees who are employed on the detention services subcontract under the IGSA (or other contract) between ICE and Pinal County, AZ for detention services, under the authority of the INA, in the above locality.

CODE	OCCUPATION TITLE	FOOTNOTE	RATE
01000	Administrative Support And Clerical Occupations		
01011	Accounting Clerk I		12.22
01012	Accounting Clerk II		13.72
01013	Accounting Clerk III		15.35
01111	General Clerk I		11.20
01112	General Clerk II		12.22
01113	General Clerk III		13.72
01261	Personnel Assistant (Employment) I		13.72
01262	Personnel Assistant (Employment) II		15.35
01263	Personnel Assistant (Employment) III		17.11
01280	Receptionist		12.22
13000	Information And Arts Occupations		
13058	Library Technician		12.22
21000	Materials Handling And Packing Occupations		
21410	Warehouse Specialist		14.11
	Warehouse/Commissary Supervisor		14.82
23000	Mechanics And Maintenance And Repair Occupations		
23370	General Maintenance Worker		18.83
	Maintenance Supervisor		20.71
27000	Protective Service Occupations		
27008	Corrections Officer		17.11
27030	Detection Dog Handler		17.97
	Case Manager		22.41
	Correctional Counselor		21.67
28000	Recreation Occupations		
28510	Recreation Aide/Health Facility Attendant		11.20
28515	Recreation Specialist		13.23
	Recreation Supervisor		20.19

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.

**** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ****

Case Manager

Duties include: provides case management and counseling services to inmates/residents and their families. This position assists the inmates/residents to become aware of strengths and needs in adjusting socially to their environments.

Correctional Counselor

Duties include: uniformed, security trained member of the Unit Management Team responsible for resolving daily inmate issues before they become significant matters, incidents or grievances. Ensure that services and programs are delivered to inmates assigned to the unit at a time and manner as designed.

Maintenance Supervisor

Duties include: Responsible for management of the Maintenance Department and oversight of the overall maintenance of the facility. The Maintenance Supervisor directly supervises approximately seven employees.

Recreation Supervisor

Responsible for supervising recreation staff.

Warehouse/Commissary Supervisor

Duties includes supervising the Warehouse Worker and assists in the operation of the warehouse and/or commissary, orders, receives, stores and inventories stock, supplies and equipment utilized in the on-going operation of the commissary and for general facility operations.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00023	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6); WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite (b)(6); Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0025134220000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/	10B. DATED (SEE ITEM 13) 02/17/2006

11. THIS ITEM ONLY APPLIES TO AMENOMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

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

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

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

DUNS Number: 002513422

Program POC: (b)(6); (b)(7)(C) 602-766-(b)(6);
(b)(6); (b)(7)(C) @ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C) 602-766-(b)(6);
(b)(6); @ice.dhs.gov

OAQ DC POC: (b)(6); (b)(7)(C)

Email: (b)(6); (b)(7)(C)@ice.dhs.gov

Telephone: 202-732-(b)(6);

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6); (b)(7)(C) Mayor		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)	
15B. (b)(6); (b)(7)(C)	15C. DATE SIGNED 3/23/16	(b)(6); (b)(7)(C)	16C. DATE SIGNED 4/5/16

NS
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002//P00023

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to:</p> <p>1. Revise the Performance Work Statement (PWS) for the South Texas Family Residential Center as follows:</p> <p>-Delete the following sentence from Section 4(b)(xii)-Food Services (see page 10 of the PWS): Federal staff will have a separate dining area capable of accommodating 60 staff and will be able to purchase meals served by the Service Provider.</p> <p>-Revise Section 4(a)(v) (See pg. 3 of the PWS) by deleting "Minor residents 12 years and older are free to move to and from these areas with a pass signed by his or her parent but residents younger than 12 years old must be accompanied by a parent" and replace with "Minor residents 12 years and older are free to move to and from the recreation areas, library and neighborhood activity rooms with a pass signed by his or her parent but residents younger than 12 years old must be accompanied by a parent".</p> <p>The revised PWS is attached.</p> <p>The terms of P00023 apply only to the South Texas Family Residential Center. Exempt Action: Y All other terms and conditions remain in full force and effect.</p>				

P00024 See Block 16C

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

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (x) 9A. AMENDMENT OF SOLICITATION NO.

CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/

10B. DATED (SEE ITEM 13) 02/17/2006

CODE 002513422000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 002513422

Program POC: (b)(6); (b)(7)(C) 602-766 (b)(6); (b)(6); (b)(7)(C) @ice.dhs.gov (b)(6); (b)(7)(C)

Finance POC: (b)(6); (b)(7)(C) 602-766 (b)(6); (b)(6); @ice.dhs.gov

OAQ DC POC: (b)(6); (b)(7)(C)

Email: (b)(6); (b)(7)(C)@ice.dhs.gov

Telephone: 202-732-(b)(6);

Continued ...

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

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

15B. CODE (b)(6); (b)(7)(C) 15C. DATE SIGNED 4/26/16

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C) 16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C)

16C. DATE SIGNED 04/28/16 (Signature of Contracting Officer)

NSN 754 Previous STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002//P00024

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to update the effective date of Wage Determination 2005-2023, Revision 20, for the health and welfare fringe benefit increase to \$4.27, previously incorporated via modification P00022. The new effective date for this Wage Determination is July 1, 2015 in accordance with the Department of Labor All Agency memorandum Number 217.</p> <p>The due date for any requests for equitable adjustment stemming from Modifications P00015, P00016, P00020, P00022 or this Modification is extended to May 31, 2016.</p> <p>The terms of this modification apply only to the Eloy Detention Center. Exempt Action: Y Period of Performance: 02/17/2006 to 09/14/2018 All other terms and conditions remain in full force and effect.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 23
2. AMENDMENT/MODIFICATION NO. P00022	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6); WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (if other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite (b)(6); Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628		9A. AMENDMENT OF SOLICITATION NO. (x)	
CODE 0025134220000		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/	
		10B. DATED (SEE ITEM 13) 02/17/2006	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			

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

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

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

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

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

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

DUNS Number: 002513422
 Program POC: (b)(6); (b)(7)(C) 602-766-(b)(6);
 (b)(6); (b)(7)(C) @ice.dhs.gov
 Finance POC: (b)(6); (b)(7)(C) 602-766-(b)(6);
 (b)(6); (b)(7)(C) @ice.dhs.gov
 OAQ DC POC: (b)(6); (b)(7)(C)
 Email: (b)(6); (b)(7)(C) @ice.dhs.gov
 Telephone: 202-732-(b)(6);

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6); (b)(7)(C)	MAYOR	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B. (b)(6); (b)(7)(C)	15C. DATE SIGNED 3/14/16	16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C)
ed to sign		16C. DATE SIGNED 03/16/16 (Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002//P00022

PAGE OF
2 23

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to:</p> <p>1) Incorporate Wage Determination 2005-2023 Revision 20, effective 7/8/15, for the health and welfare fringe benefit increase to \$4.27. The City of Eloy shall be responsible for incorporating only the Health and Welfare fringe benefit increases as stated in this area wide wage determination.</p> <p>2) Incorporate Area-Wide Wage Determination 2015-5469, Revision 2, effective 3/1/16 for the wages and health and welfare fringe benefits.</p> <p>3) Extend the due date for any requests for equitable adjustment stemming from modifications P00015, P00016, P00020 or this modification (P00022) through April 30, 2016.</p> <p>The City of Eloy also reserves the right to seek additional reimbursement based on the results of DOL's review of the contract and the incorporation of the CFR and FAR clauses effective December 10, 2011 through the issuance of modification P00020 including, but not limited to, seeking reimbursement under relevant contract clauses and law for any increased wages or fringe benefits retroactively made applicable to the contract by either DOL or ICE (including, but not limited to, wage increases in the area wide wage determinations incorporated through modifications P00015, P00016, P00020 and this modification P00022, but currently stayed through issuance of modifications P00016, P00020 and this modification P00022).</p> <p>The terms of modifications 15, 16, 20 and 22 apply only to the Eloy Detention Center. Exempt Action: Y All other terms and conditions remain in full force and effect.</p>				

***** THIS WAGE DETERMINATION WAS REPLACED 12/08/2015 *****
 WD 05-2023 (Rev.-20) was first posted on www.wdol.gov on 07/14/2015

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

Daniel W. Simas | Division of | Wage Determination No.: 2005-2023
 Director | Wage Determinations | Revision No.: 20
 Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Arizona

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

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.85
01012 - Accounting Clerk II		16.68
01013 - Accounting Clerk III		18.65
01020 - Administrative Assistant		25.36
01040 - Court Reporter		16.73
01051 - Data Entry Operator I		12.52
01052 - Data Entry Operator II		13.66
01060 - Dispatcher, Motor Vehicle		16.40
01070 - Document Preparation Clerk		13.55
01090 - Duplicating Machine Operator		13.55
01111 - General Clerk I		12.53
01112 - General Clerk II		13.67
01113 - General Clerk III		15.34
01120 - Housing Referral Assistant		20.78
01141 - Messenger Courier		12.33
01191 - Order Clerk I		12.32
01192 - Order Clerk II		14.86
01261 - Personnel Assistant (Employment) I		14.98
01262 - Personnel Assistant (Employment) II		16.76
01263 - Personnel Assistant (Employment) III		18.69
01270 - Production Control Clerk		20.26
01280 - Receptionist		12.58
01290 - Rental Clerk		14.97
01300 - Scheduler, Maintenance		16.66
01311 - Secretary I		16.66
01312 - Secretary II		18.64
01313 - Secretary III		20.78
01320 - Service Order Dispatcher		14.32
01410 - Supply Technician		25.36

01420 - Survey Worker	16.63
01531 - Travel Clerk I	13.28
01532 - Travel Clerk II	14.46
01533 - Travel Clerk III	15.61
01611 - Word Processor I	13.82
01612 - Word Processor II	15.78
01613 - Word Processor III	17.54
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.34
05010 - Automotive Electrician	20.30
05040 - Automotive Glass Installer	19.42
05070 - Automotive Worker	19.42
05110 - Mobile Equipment Servicer	16.62
05130 - Motor Equipment Metal Mechanic	22.69
05160 - Motor Equipment Metal Worker	19.62
05190 - Motor Vehicle Mechanic	21.59
05220 - Motor Vehicle Mechanic Helper	15.12
05250 - Motor Vehicle Upholstery Worker	18.14
05280 - Motor Vehicle Wrecker	19.62
05310 - Painter, Automotive	22.12
05340 - Radiator Repair Specialist	19.58
05370 - Tire Repairer	14.21
05400 - Transmission Repair Specialist	21.59
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.03
07041 - Cook I	10.50
07042 - Cook II	12.16
07070 - Dishwasher	8.60
07130 - Food Service Worker	10.17
07210 - Meat Cutter	16.58
07260 - Waiter/Waitress	9.75
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.50
09040 - Furniture Handler	10.88
09080 - Furniture Refinisher	16.50
09090 - Furniture Refinisher Helper	12.16
09110 - Furniture Repairer, Minor	14.59
09130 - Upholsterer	16.50
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.97
11060 - Elevator Operator	9.97
11090 - Gardener	12.96
11122 - Housekeeping Aide	11.10
11150 - Janitor	11.10
11210 - Laborer, Grounds Maintenance	10.31
11240 - Maid or Houseman	9.59
11260 - Pruner	10.14
11270 - Tractor Operator	12.53
11330 - Trail Maintenance Worker	10.31
11360 - Window Cleaner	12.00
12000 - Health Occupations	
12010 - Ambulance Driver	13.87
12011 - Breath Alcohol Technician	18.71
12012 - Certified Occupational Therapist Assistant	24.60
12015 - Certified Physical Therapist Assistant	18.94
12020 - Dental Assistant	16.61
12025 - Dental Hygienist	34.70
12030 - EKG Technician	21.08
12035 - Electroneurodiagnostic Technologist	21.08
12040 - Emergency Medical Technician	13.87
12071 - Licensed Practical Nurse I	16.73
12072 - Licensed Practical Nurse II	18.71

12073 - Licensed Practical Nurse III	20.87
12100 - Medical Assistant	14.39
12130 - Medical Laboratory Technician	19.61
12160 - Medical Record Clerk	13.11
12190 - Medical Record Technician	15.57
12195 - Medical Transcriptionist	17.02
12210 - Nuclear Medicine Technologist	33.98
12221 - Nursing Assistant I	10.25
12222 - Nursing Assistant II	11.53
12223 - Nursing Assistant III	12.58
12224 - Nursing Assistant IV	14.12
12235 - Optical Dispenser	15.39
12236 - Optical Technician	14.85
12250 - Pharmacy Technician	14.15
12280 - Phlebotomist	14.12
12305 - Radiologic Technologist	24.34
12311 - Registered Nurse I	26.93
12312 - Registered Nurse II	33.08
12313 - Registered Nurse II, Specialist	33.08
12314 - Registered Nurse III	40.02
12315 - Registered Nurse III, Anesthetist	40.02
12316 - Registered Nurse IV	47.96
12317 - Scheduler (Drug and Alcohol Testing)	23.09
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.08
13012 - Exhibits Specialist II	21.08
13013 - Exhibits Specialist III	25.71
13041 - Illustrator I	18.79
13042 - Illustrator II	23.18
13043 - Illustrator III	28.27
13047 - Librarian	23.06
13050 - Library Aide/Clerk	14.20
13054 - Library Information Technology Systems Administrator	20.92
13058 - Library Technician	14.08
13061 - Media Specialist I	15.03
13062 - Media Specialist II	16.81
13063 - Media Specialist III	18.75
13071 - Photographer I	14.99
13072 - Photographer II	17.27
13073 - Photographer III	21.32
13074 - Photographer IV	26.01
13075 - Photographer V	31.55
13110 - Video Teleconference Technician	16.68
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.04
14042 - Computer Operator II	17.51
14043 - Computer Operator III	20.13
14044 - Computer Operator IV	22.75
14045 - Computer Operator V	24.82
14071 - Computer Programmer I	23.00
14072 - Computer Programmer II	24.90
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	15.04
14160 - Personal Computer Support Technician	22.75
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.46
15020 - Aircrew Training Devices Instructor (Rated)	36.56

15030 - Air Crew Training Devices Instructor (Pilot)	40.22
15050 - Computer Based Training Specialist / Instructor	29.46
15060 - Educational Technologist	21.91
15070 - Flight Instructor (Pilot)	40.22
15080 - Graphic Artist	21.68
15090 - Technical Instructor	20.91
15095 - Technical Instructor/Course Developer	25.58
15110 - Test Proctor	16.87
15120 - Tutor	16.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.06
16030 - Counter Attendant	9.06
16040 - Dry Cleaner	11.32
16070 - Finisher, Flatwork, Machine	9.06
16090 - Presser, Hand	9.06
16110 - Presser, Machine, Drycleaning	9.06
16130 - Presser, Machine, Shirts	9.06
16160 - Presser, Machine, Wearing Apparel, Laundry	9.06
16190 - Sewing Machine Operator	12.05
16220 - Tailor	12.81
16250 - Washer, Machine	9.86
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.74
19040 - Tool And Die Maker	22.78
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.52
21030 - Material Coordinator	19.58
21040 - Material Expediter	19.58
21050 - Material Handling Laborer	11.91
21071 - Order Filler	12.24
21080 - Production Line Worker (Food Processing)	13.52
21110 - Shipping Packer	14.52
21130 - Shipping/Receiving Clerk	14.52
21140 - Store Worker I	9.13
21150 - Stock Clerk	14.39
21210 - Tools And Parts Attendant	13.52
21410 - Warehouse Specialist	13.52
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.77
23021 - Aircraft Mechanic I	25.34
23022 - Aircraft Mechanic II	26.77
23023 - Aircraft Mechanic III	28.40
23040 - Aircraft Mechanic Helper	17.74
23050 - Aircraft, Painter	24.07
23060 - Aircraft Servicer	21.28
23080 - Aircraft Worker	22.80
23110 - Appliance Mechanic	18.79
23120 - Bicycle Repairer	12.92
23125 - Cable Splicer	29.26
23130 - Carpenter, Maintenance	17.36
23140 - Carpet Layer	15.63
23160 - Electrician, Maintenance	20.14
23181 - Electronics Technician Maintenance I	18.00
23182 - Electronics Technician Maintenance II	23.29
23183 - Electronics Technician Maintenance III	25.37
23260 - Fabric Worker	14.70
23290 - Fire Alarm System Mechanic	19.80
23310 - Fire Extinguisher Repairer	15.17
23311 - Fuel Distribution System Mechanic	29.33
23312 - Fuel Distribution System Operator	20.70
23370 - General Maintenance Worker	17.48
23380 - Ground Support Equipment Mechanic	25.34

23381 - Ground Support Equipment Servicer	21.28
23382 - Ground Support Equipment Worker	22.80
23391 - Gunsmith I	15.17
23392 - Gunsmith II	18.14
23393 - Gunsmith III	21.09
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.83
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.95
23430 - Heavy Equipment Mechanic	21.55
23440 - Heavy Equipment Operator	21.23
23460 - Instrument Mechanic	24.18
23465 - Laboratory/Shelter Mechanic	19.62
23470 - Laborer	11.55
23510 - Locksmith	19.50
23530 - Machinery Maintenance Mechanic	25.00
23550 - Machinist, Maintenance	17.73
23580 - Maintenance Trades Helper	13.00
23591 - Metrology Technician I	24.18
23592 - Metrology Technician II	25.25
23593 - Metrology Technician III	26.51
23640 - Millwright	23.72
23710 - Office Appliance Repairer	19.75
23760 - Painter, Maintenance	16.50
23790 - Pipefitter, Maintenance	20.86
23810 - Plumber, Maintenance	19.81
23820 - Pncudraulic Systems Mechanic	21.09
23850 - Rigger	21.09
23870 - Scale Mechanic	18.14
23890 - Sheet-Metal Worker, Maintenance	17.99
23910 - Small Engine Mechanic	16.52
23931 - Telecommunications Mechanic I	22.60
23932 - Telecommunications Mechanic II	26.99
23950 - Telephone Lineman	18.23
23960 - Welder, Combination, Maintenance	17.37
23965 - Well Driller	21.09
23970 - Woodcraft Worker	21.09
23980 - Woodworker	14.71
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	16.79
24610 - Chore Aide	10.71
24620 - Family Readiness And Support Services Coordinator	15.56
24630 - Homemaker	18.38
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.78
25040 - Sewage Plant Operator	22.71
25070 - Stationary Engineer	23.78
25190 - Ventilation Equipment Tender	14.81
25210 - Water Treatment Plant Operator	22.71
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.73
27007 - Baggage Inspector	11.01
27008 - Corrections Officer	19.52
27010 - Court Security Officer	20.49
27030 - Detection Dog Handler	16.13
27040 - Detention Officer	19.52
27070 - Firefighter	21.80
27101 - Guard I	11.01
27102 - Guard II	16.13
27131 - Police Officer I	25.69

27132 - Police Officer II	28.53
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.84
28042 - Carnival Equipment Repairer	15.17
28043 - Carnival Equipment Worker	9.89
28210 - Gate Attendant/Gate Tender	14.95
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	16.73
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	17.99
28630 - Sports Official	13.33
28690 - Swimming Pool Operator	19.72
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.45
29020 - Hatch Tender	19.45
29030 - Line Handler	19.45
29041 - Stevedore I	17.16
29042 - Stevedore II	21.45
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.58
30023 - Archeological Technician III	24.25
30030 - Cartographic Technician	24.59
30040 - Civil Engineering Technician	21.56
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.84
30063 - Drafter/CAD Operator III	22.12
30064 - Drafter/CAD Operator IV	26.82
30081 - Engineering Technician I	16.02
30082 - Engineering Technician II	17.98
30083 - Engineering Technician III	21.48
30084 - Engineering Technician IV	25.33
30085 - Engineering Technician V	30.27
30086 - Engineering Technician VI	34.64
30090 - Environmental Technician	22.20
30210 - Laboratory Technician	22.92
30240 - Mathematical Technician	24.69
30361 - Paralegal/Legal Assistant I	21.19
30362 - Paralegal/Legal Assistant II	25.09
30363 - Paralegal/Legal Assistant III	30.61
30364 - Paralegal/Legal Assistant IV	37.15
30390 - Photo-Optics Technician	24.69
30461 - Technical Writer I	22.49
30462 - Technical Writer II	27.51
30463 - Technical Writer III	31.24
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	22.12
Surface Programs	
30621 - Weather Observer, Senior (see 2)	24.12
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.17
31030 - Bus Driver	17.45
31043 - Driver Courier	13.84
31260 - Parking and Lot Attendant	10.32
31290 - Shuttle Bus Driver	15.35

31310 - Taxi Driver	10.88
31361 - Truckdriver, Light	15.35
31362 - Truckdriver, Medium	18.71
31363 - Truckdriver, Heavy	19.29
31364 - Truckdriver, Tractor-Trailer	19.29
99000 - Miscellaneous Occupations	
99030 - Cashier	11.86
99050 - Desk Clerk	10.74
99095 - Embalmer	24.27
99251 - Laboratory Animal Caretaker I	10.57
99252 - Laboratory Animal Caretaker II	13.33
99310 - Mortician	28.19
99410 - Pest Controller	14.44
99510 - Photofinishing Worker	13.44
99710 - Recycling Laborer	18.15
99711 - Recycling Specialist	23.31
99730 - Refuse Collector	17.29
99810 - Sales Clerk	12.38
99820 - School Crossing Guard	8.69
99830 - Survey Party Chief	26.46
99831 - Surveying Aide	15.94
99832 - Surveying Technician	22.46
99840 - Vending Machine Attendant	14.89
99841 - Vending Machine Repairer	18.88
99842 - Vending Machine Repairer Helper	14.89

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

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

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

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

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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

WD 15-5469 (Rev.-2) was first posted on www.wdol.gov on 01/05/2016

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Daniel W. Simms Director	Division of Wage Determinations		Wage Determination No.: 2015-5469 Revision No.: 2 Date Of Revision: 12/29/2015
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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.

State: Arizona

Area: Arizona Counties of Maricopa, Pinal

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.85
01012 - Accounting Clerk II		16.68
01013 - Accounting Clerk III		18.65
01020 - Administrative Assistant		25.36
01035 - Court Reporter		18.40
01041 - Customer Service Representative I		12.48
01042 - Customer Service Representative II		14.03
01043 - Customer Service Representative III		15.31
01051 - Data Entry Operator I		12.52
01052 - Data Entry Operator II		13.66
01060 - Dispatcher, Motor Vehicle		16.40
01070 - Document Preparation Clerk		14.29
01090 - Duplicating Machine Operator		14.29
01111 - General Clerk I		12.53
01112 - General Clerk II		13.67
01113 - General Clerk III		15.34
01120 - Housing Referral Assistant		20.78
01141 - Messenger Courier		13.22
01191 - Order Clerk I		13.55
01192 - Order Clerk II		15.60
01261 - Personnel Assistant (Employment) I		14.98
01262 - Personnel Assistant (Employment) II		16.76
01263 - Personnel Assistant (Employment) III		18.69
01270 - Production Control Clerk		20.26
01290 - Rental Clerk		14.97
01300 - Scheduler, Maintenance		16.66
01311 - Secretary I		16.66
01322 - Secretary II		18.64
01313 - Secretary III		20.78

01320 - Service Order Dispatcher	14.32
01410 - Supply Technician	25.36
01420 - Survey Worker	16.63
01460 - Switchboard Operator/Receptionist	12.97
01531 - Travel Clerk I	13.47
01532 - Travel Clerk II	14.54
01533 - Travel Clerk III	15.65
01611 - Word Processor I	13.82
01612 - Word Processor II	15.78
01613 - Word Processor III	17.54
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.17
05010 - Automotive Electrician	20.30
05040 - Automotive Glass Installer	19.42
05070 - Automotive Worker	19.42
05110 - Mobile Equipment Servicer	16.62
05130 - Motor Equipment Metal Mechanic	22.69
05160 - Motor Equipment Metal Worker	19.62
05190 - Motor Vehicle Mechanic	21.59
05220 - Motor Vehicle Mechanic Helper	15.12
05250 - Motor Vehicle Upholstery Worker	18.14
05280 - Motor Vehicle Wrecker	19.62
05310 - Painter, Automotive	22.12
05340 - Radiator Repair Specialist	19.58
05370 - Tire Repairer	14.21
05400 - Transmission Repair Specialist	21.59
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.36
07041 - Cook I	11.55
07042 - Cook II	13.38
07070 - Dishwasher	9.16
07130 - Food Service Worker	10.17
07210 - Meat Cutter	16.58
07260 - Waiter/Waitress	9.75
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.50
09040 - Furniture Handler	10.88
09080 - Furniture Refinisher	16.50
09090 - Furniture Refinisher Helper	12.16
09110 - Furniture Repairer, Minor	14.59
09130 - Upholsterer	16.50
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.97
11060 - Elevator Operator	10.97
11090 - Gardener	14.26
11122 - Housekeeping Aide	11.10
11150 - Janitor	11.10
11210 - Laborer, Grounds Maintenance	10.73
11240 - Maid or Houseman	9.59
11260 - Pruner	10.14
11270 - Tractor Operator	13.68
11330 - Trail Maintenance Worker	10.73
11360 - Window Cleaner	12.00
12000 - Health Occupations	
12010 - Ambulance Driver	14.54
12011 - Breath Alcohol Technician	18.71
12012 - Certified Occupational Therapist Assistant	24.60
12015 - Certified Physical Therapist Assistant	18.94
12020 - Dental Assistant	17.37
12025 - Dental Hygienist	37.17
12030 - EKG Technician	23.19

12035 - Electroneurodiagnostic Technologist	23.19
12040 - Emergency Medical Technician	14.54
12071 - Licensed Practical Nurse I	18.40
12072 - Licensed Practical Nurse II	20.58
12073 - Licensed Practical Nurse III	22.96
12100 - Medical Assistant	15.37
12130 - Medical Laboratory Technician	19.61
12160 - Medical Record Clerk	14.42
12190 - Medical Record Technician	16.33
12195 - Medical Transcriptionist	17.76
12210 - Nuclear Medicine Technologist	37.05
12221 - Nursing Assistant I	11.00
12222 - Nursing Assistant II	12.36
12223 - Nursing Assistant III	13.49
12224 - Nursing Assistant IV	15.15
12235 - Optical Dispenser	16.93
12236 - Optical Technician	16.34
12250 - Pharmacy Technician	15.54
12280 - Phlebotomist	14.12
12305 - Radiologic Technologist	26.77
12311 - Registered Nurse I	26.93
12312 - Registered Nurse II	33.08
12313 - Registered Nurse II, Specialist	33.08
12314 - Registered Nurse III	40.02
12315 - Registered Nurse III, Anesthetist	40.02
12316 - Registered Nurse IV	47.96
12317 - Scheduler (Drug and Alcohol Testing)	23.09
12320 - Substance Abuse Treatment Counselor	20.02
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	17.08
13012 - Exhibits Specialist II	21.08
13013 - Exhibits Specialist III	25.71
13041 - Illustrator I	18.79
13042 - Illustrator II	23.18
13043 - Illustrator III	28.27
13047 - Librarian	23.13
13050 - Library Aide/Clerk	14.20
13054 - Library Information Technology Systems Administrator	20.92
13058 - Library Technician	14.61
13061 - Media Specialist I	15.06
13062 - Media Specialist II	16.86
13063 - Media Specialist III	18.79
13071 - Photographer I	14.99
13072 - Photographer II	17.27
13073 - Photographer III	21.32
13074 - Photographer IV	26.01
13075 - Photographer V	31.55
13090 - Technical Order Library Clerk	15.43
13110 - Video Teleconference Technician	18.35
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.04
14042 - Computer Operator II	17.51
14043 - Computer Operator III	20.13
14044 - Computer Operator IV	22.75
14045 - Computer Operator V	24.82
14071 - Computer Programmer I	(see 1) 23.00
14072 - Computer Programmer II	(see 1) 24.90
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.04
14160 - Personal Computer Support Technician		22.75
14170 - System Support Specialist		30.04
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		29.46
15020 - Aircrew Training Devices Instructor (Rated)		36.56
15030 - Air Crew Training Devices Instructor (Pilot)		41.08
15050 - Computer Based Training Specialist / Instructor		29.46
15060 - Educational Technologist		24.10
15070 - Flight Instructor (Pilot)		41.08
15080 - Graphic Artist		21.68
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		41.08
15086 - Maintenance Test Pilot, Rotary Wing		41.08
15088 - Non-Maintenance Test/Co-Pilot		41.08
15090 - Technical Instructor		21.52
15095 - Technical Instructor/Course Developer		26.32
15110 - Test Proctor		17.38
15120 - Tutor		17.38
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.47
16030 - Counter Attendant		9.47
16040 - Dry Cleaner		11.81
16070 - Finisher, Flatwork, Machine		9.47
16090 - Presser, Hand		9.47
16110 - Presser, Machine, Drycleaning		9.47
16130 - Presser, Machine, Shirts		9.47
16160 - Presser, Machine, Wearing Apparel, Laundry		9.47
16190 - Sewing Machine Operator		12.60
16220 - Tailor		13.39
16250 - Washer, Machine		10.29
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		18.41
19040 - Tool And Die Maker		23.01
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		14.87
21030 - Material Coordinator		19.58
21040 - Material Expediter		19.58
21050 - Material Handling Laborer		11.94
21071 - Order Filler		12.24
21080 - Production Line Worker (Food Processing)		14.87
21110 - Shipping Packer		14.52
21130 - Shipping/Receiving Clerk		14.52
21140 - Store Worker I		9.54
21150 - Stock Clerk		15.01
21210 - Tools And Parts Attendant		14.87
21410 - Warehouse Specialist		14.87
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		28.54
23019 - Aircraft Logs and Records Technician		21.42
23021 - Aircraft Mechanic I		27.13
23022 - Aircraft Mechanic II		28.54
23023 - Aircraft Mechanic III		30.04
23040 - Aircraft Mechanic Helper		17.74
23050 - Aircraft, Painter		25.24
23060 - Aircraft Servicer		21.42
23070 - Aircraft Survival Flight Equipment Technician		25.24
23080 - Aircraft Worker		23.32
23091 - Aircrew Life Support Equipment (ALSE) Mechanic		23.32

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23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.13
23110 - Appliance Mechanic	19.53
23120 - Bicycle Repairer	14.21
23125 - Cable Splicer	32.19
23130 - Carpenter, Maintenance	18.23
23140 - Carpet Layer	15.94
23160 - Electrician, Maintenance	20.14
23181 - Electronics Technician Maintenance I	19.80
23182 - Electronics Technician Maintenance II	25.62
23183 - Electronics Technician Maintenance III	27.74
23260 - Fabric Worker	16.17
23290 - Fire Alarm System Mechanic	21.78
23310 - Fire Extinguisher Repairer	16.49
23311 - Fuel Distribution System Mechanic	29.33
23312 - Fuel Distribution System Operator	20.70
23370 - General Maintenance Worker	17.48
23380 - Ground Support Equipment Mechanic	27.13
23381 - Ground Support Equipment Servicer	21.42
23382 - Ground Support Equipment Worker	23.32
23391 - Gunsmith I	16.49
23392 - Gunsmith II	19.71
23393 - Gunsmith III	22.93
23410 - Heating, Ventilation And Air-Conditioning Mechanic	20.29
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.34
23430 - Heavy Equipment Mechanic	21.94
23440 - Heavy Equipment Operator	21.23
23460 - Instrument Mechanic	24.18
23465 - Laboratory/Shelter Mechanic	21.33
23470 - Laborer	11.94
23510 - Locksmith	20.70
23530 - Machinery Maintenance Mechanic	25.00
23550 - Machinist, Maintenance	19.50
23580 - Maintenance Trades Helper	13.00
23591 - Metrology Technician I	24.18
23592 - Metrology Technician II	25.44
23593 - Metrology Technician III	26.78
23640 - Millwright	23.72
23710 - Office Appliance Repairer	19.75
23760 - Painter, Maintenance	17.32
23790 - Pipefitter, Maintenance	22.95
23810 - Plumber, Maintenance	21.79
23820 - Pncudraulic Systems Mechanic	22.93
23850 - Rigger	22.93
23870 - Scale Mechanic	19.71
23890 - Sheet-Metal Worker, Maintenance	18.40
23910 - Small Engine Mechanic	16.52
23931 - Telecommunications Mechanic I	24.86
23932 - Telecommunications Mechanic II	29.69
23950 - Telephone Lineman	20.05
23960 - Welder, Combination, Maintenance	17.37
23965 - Well Driller	22.93
23970 - Woodcraft Worker	22.93
23980 - Woodworker	16.18
24000 - Personal Needs Occupations	
24550 - Case Manager	15.56
24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	16.79
24610 - Chore Aide	10.71

24620 - Family Readiness And Support Services Coordinator	15.56
24630 - Homemaker	18.38
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.78
25040 - Sewage Plant Operator	23.36
25070 - Stationary Engineer	23.78
25190 - Ventilation Equipment Tender	14.81
25210 - Water Treatment Plant Operator	23.36
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.60
27007 - Baggage Inspector	11.56
27008 - Corrections Officer	19.52
27010 - Court Security Officer	20.90
27030 - Detection Dog Handler	16.13
27040 - Detention Officer	19.52
27070 - Firefighter	22.91
27101 - Guard I	11.56
27102 - Guard II	16.13
27131 - Police Officer I	27.88
27132 - Police Officer II	30.98
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.84
28042 - Carnival Equipment Repairer	15.17
28043 - Carnival Worker	9.89
28210 - Gate Attendant/Gate Tender	14.95
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	16.73
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	19.79
28630 - Sports Official	13.33
28690 - Swimming Pool Operator	19.72
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.40
29020 - Hatch Tender	21.40
29030 - Line Handler	21.40
29041 - Stevedore I	18.88
29042 - Stevedore II	23.60
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	37.33
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	25.74
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	28.34
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.84
30023 - Archeological Technician III	24.25
30030 - Cartographic Technician	24.59
30040 - Civil Engineering Technician	23.72
30051 - Cryogenic Technician I	24.53
30052 - Cryogenic Technician II	27.09
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.84
30063 - Drafter/CAD Operator III	22.12
30064 - Drafter/CAD Operator IV	26.82
30081 - Engineering Technician I	16.02
30082 - Engineering Technician II	17.98
30083 - Engineering Technician III	21.48
30084 - Engineering Technician IV	25.33
30085 - Engineering Technician V	30.27
30086 - Engineering Technician VI	34.64
30090 - Environmental Technician	22.20
30095 - Evidence Control Specialist	22.14

30210 - Laboratory Technician	22.92
30221 - Latent Fingerprint Technician I	23.03
30222 - Latent Fingerprint Technician II	25.42
30240 - Mathematical Technician	24.69
30361 - Paralegal/Legal Assistant I	21.19
30362 - Paralegal/Legal Assistant II	25.09
30363 - Paralegal/Legal Assistant III	30.61
30364 - Paralegal/Legal Assistant IV	37.15
30375 - Petroleum Supply Specialist	27.09
30390 - Photo-Optics Technician	24.69
30395 - Radiation Control Technician	27.09
30461 - Technical Writer I	22.49
30462 - Technical Writer II	27.51
30463 - Technical Writer III	31.24
30491 - Unexploded Ordnance (UXO) Technician I	23.72
30492 - Unexploded Ordnance (UXO) Technician II	28.70
30493 - Unexploded Ordnance (UXO) Technician III	34.40
30494 - Unexploded (UXO) Safety Escort	23.72
30495 - Unexploded (UXO) Sweep Personnel	23.72
30501 - Weather Forecaster I	24.53
30502 - Weather Forecaster II	29.83
30620 - Weather Observer, Combined Upper Air Or	(see 2) 22.12
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 24.12
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	28.70
31020 - Bus Aide	8.99
31030 - Bus Driver	17.45
31043 - Driver Courier	13.84
31260 - Parking and Lot Attendant	10.32
31290 - Shuttle Bus Driver	15.35
31310 - Taxi Driver	11.07
31361 - Truckdriver, Light	15.35
31362 - Truckdriver, Medium	18.71
31363 - Truckdriver, Heavy	19.29
31364 - Truckdriver, Tractor-Trailer	19.29
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	13.99
99030 - Cashier	11.86
99050 - Desk Clerk	10.74
99095 - Embalmer	24.27
99130 - Flight Follower	23.72
99251 - Laboratory Animal Caretaker I	11.63
99252 - Laboratory Animal Caretaker II	13.33
99260 - Marketing Analyst	25.37
99310 - Mortician	28.19
99410 - Pest Controller	14.44
99510 - Photofinishing Worker	13.44
99710 - Recycling Laborer	19.97
99711 - Recycling Specialist	25.64
99730 - Refuse Collector	19.02
99810 - Sales Clerk	12.38
99820 - School Crossing Guard	8.94
99830 - Survey Party Chief	29.11
99831 - Surveying Aide	17.53
99832 - Surveying Technician	24.71
99840 - Vending Machine Attendant	14.89
99841 - Vending Machine Repairer	18.88
99842 - Vending Machine Repairer Helper	14.89

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your

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

**** HAZARDOUS PAY DIFFERENTIAL ****

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

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard**

Form 1444 (SF-1444) **

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. P00027
3. EFFECTIVE DATE See Block 16C
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
CITY OF ELOY
628 N MAIN ST
ELOY AZ 852310628
9A. AMENDMENT OF SOLICITATION NO. (x)
9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/
10B. DATED (SEE ITEM 13) 02/17/2006
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
CODE 0025134220000 FACILITY CODE

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

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

CHECK ONE
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)
X Attachment 7-Articles, Modifications-Mutual Agreement of the Parties

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 002513422

Note: The terms of this modification (P00027) apply only to the South Texas Family Residential Center in Dilley, TX. The revised CLIN structure and pricing becomes effective on October 7, 2016.

The purpose of this modification is to:
1. Incorporate the revised Attachment 1-Section B.
2. Incorporate the revised Attachment 7-Articles that:
a. Replaces the "Period of Performance" section with a new "Ordering Period" section.
b. Extends the ordering period as follows:
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6); (b)(7)(C)
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B. DATE SIGNED (b)(6); (b)(7)(C)
15C. DATE SIGNED 10/10/16
16B. DATE SIGNED (b)(6); (b)(7)(C)
16C. DATE SIGNED 11 OCT 2016
NSN 7540-01 Previous edition unusable
STANDARD FORM 30 (REV. 10-83) Issued by GSA 48 CFR 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002//P00027

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NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>From: 48 months By: 36 months To: 84 months c. Removes FAR 52.249-2-Termination for Convenience of the Government. The parties agree that the Service Provider and any of its subcontractors are not entitled to any termination costs. As stated in Attachment 7-Articles, ICE will provide 60 days written notice of its intention to terminate a task order. ICE incurs no liability for any performance beyond that specified in a task order, as the guaranteed minimum was satisfied by HSCEDM-14-F-IG237, the initial Order.</p> <p>3. Incorporate the revised Attachment 8-Staffing Plan.</p> <p>In accordance with this modification, ICE may issue task orders, subject to the availability of funds, for services under the terms of this Agreement, in advance of performance, and in accordance with the revised Attachment #1, Section B, Schedule of Pricing. ICE incurs no liability for any performance beyond that specified in a task order. If the Service Provider performs in advance of the receipt of a funded task order, it will be performing at its own risk.</p> <p>Exempt Action: Y All other terms and conditions remain in full force and effect.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00028	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6); (b)(7)(C) WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite (b)(6); (b)(7)(C) Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0025134220000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/	10B. DATED (SEE ITEM 13) 02/17/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 002513422

Program POC: (b)(6); (b)(7)(C) 602-766 (b)(6);
(b)(6); (b)(7)(C) @ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C) 602-766 (b)(6);
(b)(6); @ice.dhs.gov

OAQ DC POC: (b)(6); (b)(7)(C)
Email: (b)(6); (b)(7)(C) @ice.dhs.gov
Telephone: 202-732 (b)(6);

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6); (b)(7)(C), Mayor	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B. (b)(6); (b)(7)(C)	16B. DATE SIGNED 5/4/17
	16C. DATE SIGNED (b)(6); (b)(7)(C)
	16C. DATE SIGNED 05/08/2017

NSN
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002//P00028

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NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Note: The terms of this modification (P00028) apply only to the Eloy Detention Center in Eloy, AZ.</p> <p>The purpose of this \$0 modification is to incorporate the ICE Detainee Telephone System (DTS) into the Agreement for use at the Eloy Detention Center in Eloy, AZ beginning June 1st, 2017. The provisions of the ICE DTS as detailed in Attachment 1 to this modification P00028 are hereby incorporated into the Agreement.</p> <p>All other terms and conditions remain unchanged. Exempt Action: Y Sensitive Award: SPII All other terms and conditions remain in full force and effect.</p>				

DROIGSA-06-0002, Modification P00028
Detainee Telephone Services (DTS)

- A. The Service Provider shall provide detainees with reasonable and equitable access to telephones as specified in the ICE 2011 Performance-Based National Detention Standard on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.
- B. If authorized to do so under applicable law, the Service Provider shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Service Provider shall provide notice to detainees of the potential for monitoring. However, the Service Provider shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.
- C. Telephone rates shall not exceed the FCC rates for inmate telephone service, as well as State established rates where applicable, and shall conform to all applicable federal, state, and local telephone regulations.
- D. Not applicable.
- E. Not applicable.
- F. 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 Service Provider 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 Service Provider. 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 Service Provider shall not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.
- G. The Service Provider shall inspect telephones for serviceability, in accordance with ICE 2011 Performance-Based National Detention Standards and ICE policies and procedures. The Service Provider shall notify the COR or ICE designee of any inoperable telephones.
- CC. DTS Contractor Information:
Talton Communications
910 Ravenwood Dr.
Selma, AL 36701

Attachment 1
DROIGSA-06-0002, Modification P00028

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

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

2. AMENDMENT/MODIFICATION NO. P00025	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
---	------------------------------------	----------------------------------	--------------------------------

6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6); WASHINGTON DC 20536	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite (b)(6); Washington DC 20536
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628	9A. AMENDMENT OF SOLICITATION NO. (x)
	9B. DATED (SEE ITEM 11)
	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/
	10B. DATED (SEE ITEM 13) 02/17/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 002513422
 Program POC: (b)(6); (b)(7)(C) 602-766-(b)(6); (b)(7)(C)
 (b)(6); (b)(7)(C)@ice.dhs.gov
 Finance POC: (b)(6); (b)(7)(C) 602-766-(b)(6); (b)(7)(C)
 (b)(6); (b)(7)(C)@ice.dhs.gov
 OAQ DC POC: (b)(6); (b)(7)(C)
 Email: (b)(6); (b)(7)(C)@ice.dhs.gov
 Telephone: 202-732-(b)(6); (b)(7)(C)

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002//P00025

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2 2

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to appoint (b)(6): (b)(7)(C) as a Government Technical Monitor (GTM) at the South Texas Family Residential Center; (b)(6): (b)(7)(C) @ice.dhs.gov (830) 378 (b)(6):</p> <p>The terms of this modification only apply to the South Texas Family Residential Center (STFRC). Exempt Action: Y Period of Performance: 02/17/2006 to 09/14/2018 All other terms and conditions remain in full force and effect.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

P00026

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

ICE/DCR

ICE/Detention Compliance & Removals
Immigration and Customs Enforcement
Office of Acquisition Management
801 I Street, NW Suite (b)(6);
WASHINGTON DC 20536 (b)(7)(C)

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DCR

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

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

CITY OF ELOY
628 N MAIN ST
ELOY AZ 852310628

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-06-0002/

10B. DATED (SEE ITEM 13)

02/17/2006

CODE 0025134220000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE

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

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

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

D. OTHER (Specify type of modification and authority)

X Incorporate REA

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

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

DUNS Number: 002513422

Program POC: (b)(6); (b)(7)(C) 602-766-(b)(6);
(b)(6); (b)(7)(C) @ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C) 602-766-(b)(6);
(b)(6); @ice.dhs.gov (b)(7)(C)

OAQ DC POC: (b)(6); (b)(7)(C)

Email: (b)(6); (b)(7)(C) @ice.dhs.gov

Telephone: 202-732-(b)(6);

Continued ...

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

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

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

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

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

15B. CONTRACTOR/OFFEROR

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

15C. DATE SIGNED

5/16/16

16B. UNITED STATES OF AMERICA

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

16C. DATE SIGNED

05/24/16

(Signature of Contracting Officer)

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to incorporate the Request for Equitable Adjustment dated April 29, 2016 as a result of the following Wage Determinations:</p> <ul style="list-style-type: none"> a. WD No. 2005-2023, Rev 16, dated 06/13/2012, effective 06/13/2012 - fringe benefits only; b. WD No. 2005-2023, Rev 17, dated 06/19/2013, effective 03/01/2014 - fringe benefits only; c. WD No. 2005-2023, Rev 18, dated 07/25/2014, effective 03/01/2015 - fringe benefits only; d. WD No. 2005-2023, Rev 19, dated 12/22/2014, effective 04/01/2015 - fringe benefits only; e. WD No. 2005-2023, Rev 20, dated 07/08/2015, effective 07/01/2015 - fringe benefits only; f. WD No. 2015-5469, Rev 2, dated 12/29/2015, effective 03/01/2016 - wages and fringe benefits. <p>As a result of this REA, the Per Diem rate has been increased by (b)(4) effective 03/01/2016. Additionally, a lump sum payment for back-due amounts will be paid on the task order in the amount of (b)(4)</p> <p>The City of Eloy also reserves the right to seek additional reimbursement based on the results of DOL's review of the contract and the incorporation of the CFR and FAR clauses effective December 10, 2011 through the issuance of Modification P00020 including, but not limited to, seeking reimbursement under relevant contract clauses and law for any increased wages or fringe benefits retroactively made applicable to the contract by either DOL or ICE (including but not limited to wage increases in the area wide wage determinations incorporated through Modifications P00015, P00016, P00020, P00022 and P00024, but currently stayed through the issuance of Modifications P00016, P00020, P00022 and P00024.</p> <p>The terms of this modification only apply to the Eloy Detention Center. Exempt Action: Y Period of Performance: 02/17/2006 to 09/14/2018 All other terms and conditions remain in full force and effect.</p>				

2. AMENDMENT/MODIFICATION NO. P00033 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable) 1 2

6. ISSUED BY CODE ICE/DCR 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-LAGUNA
 ICE/Detention Compliance & Removals
 Immigration and Customs Enforcement
 Office of Acquisition Management
 801 I Street, NW Suite (b)(6);
 WASHINGTON DC 20536
 ICE/Detent Mngt/Detent Contract-LAG
 Immigration and Customs Enforcement
 Office of Acquisition Management
 24000 Avila Road, Room (b)(6);
 Attn: (b)(6); (b)(7)(C)
 Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 CITY OF ELOY
 628 N MAIN ST
 ELOY AZ 852310628
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. x
 DROIGSA-06-0002/
 10B. DATED (SEE ITEM 13)
 02/17/2006
 CODE 0025134220000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X DROIGSA-06-0002 MODIFICATION

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

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

DUNS Number: 002513422
 COR: (b)(6); (b)(7)(C)
 E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov
 Telephone: 602-766-(b)(6); (b)(7)(C)
 Contracting Officer: (b)(6); (b)(7)(C)
 Phone: 949-425-(b)(6); (b)(7)(C)
 Email: (b)(6); (b)(7)(C)@ice.dhs.gov

The purposes of this modification are as follows:

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6); (b)(7)(C)
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
 15B. CODE (b)(6); (b)(7)(C)
 15C. DATE SIGNED 8/2/18
 16C. DATE SIGNED (b)(6); (b)(7)(C)

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1. During the 60-Day Ramp-Up Period for La Palma the bed day rate will cover the following: transportation for medical emergencies, transportation for routine offsite medical appointments, and 48 hours of guard services for each hospital stay;</p> <p>2. Guard Rate for both ramp-up period (after 48 hours for each hospital stay is expended) and remaining period of performance will be an hourly rate based on actual cost (rate based on salary and benefits), not-to-exceed \$41.00 per hour. The not-to-exceed rate of \$41.00 per hour will be subject to adjustment based on increased wages and/or benefits according to revisions to the current wage determination or a new wage determination;</p> <p>3. Incorporate wage determination no. 15-5469 (Rev. 7), dated January 16, 2018 into the IGSA for the La Palma Facility; and</p> <p>4. Incorporate FAR 52.222-62-Paid Sick Leave Under Executive Order 13706 for both the La Palma and Eloy facility.</p> <p>This modification only applies to the La Palma facility (added as a Place of Performance in DROIGSA-06-0002_P00032).</p> <p>Exempt Action: Y Sensitive Award: SPII</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00034	3 EFFECTIVE DATE 09/25/2018	4 REQUISITION/PURCHASE REQ. NO.	5 PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6); WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628		(x) 9A AMENDMENT OF SOLICITATION NO.	
CODE 0025134220000		9B DATED (SEE ITEM 11)	
FACILITY CODE		X 10A MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/	
		10B DATED (SEE ITEM 13) 02/17/2006	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

<input type="checkbox"/>	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D OTHER (Specify type of modification and authority)
X	DROIGSA-06-0002 MODIFICATION

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

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

DUNS Number: 002513422

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

E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov

Telephone: 602-766-(b)(6);

Contracting Officer: (b)(6); (b)(7)(C) (For Modification P00034 Only)

Phone: 202-732-(b)(6);

Email: (b)(6); (b)(7)(C)@ice.dhs.gov

The purpose of this modification is to remove all requirements related to the South Texas Family Residential Center (STFRC) in Dilley, Texas from this Intergovernmental Service Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6); (b)(7)(C)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
DATE SIGNED (b)(6); (b)(7)(C) 9/24/18	DATE SIGNED (b)(6); (b)(7)(C) 9/25/2018
DRM 30 (REV. 10-83) SSA 53.243	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002//P00034

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Agreement.</p> <p>Requirements for the STFRC were first implemented with P00010 to this agreement and included in modifications P00011, P00012, P00013, P00017, P00018, P00019, P00021, P00023, P00025, P00027, and P00031.</p> <p>Both parties agree to waive the requirement to provide a 60 day written notification to terminate a task order.</p> <p>ICE is under no financial liability for services provided at the STFRC under IGSA DROIGSA-06-0002 or associated Task Orders after the effective date of this modification.</p> <p>Exempt Action: Y Sensitive Award: SPII</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00035	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6); WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0025134220000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/	
		10B. DATED (SEE ITEM 13) 02/17/2006	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) DROIGSA-06-0002 Modification

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

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

DUNS Number: 002513422

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

E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov

Telephone: 602-766-(b)(6); (b)(7)(C)

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

Phone: 949-425-(b)(6);

Email: (b)(6); (b)(7)(C)@ice.dhs.gov

The purposes of this modification are as follows:

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6); (b)(7)(C)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B. DATE SIGNED (b)(6); (b)(7)(C)	15C. DATE SIGNED 9/26/18
15D. SIGNATURE (b)(6); (b)(7)(C)	SIGNED (b)(6); (b)(7)(C)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-C002//PC0035

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
CITY OF RENO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1. Add pricing for transportation as follows: Fixed Monthly Payment: (b)(4) annual miles (b)(4) per mile over (b)(4) miles annually. This pricing will be effective for one (1) year from the date this modification is signed and will then be re-negotiated annually based on verifiable cost data (i.e.-actual mileage, guard hours, etc.);</p> <p>2. Incorporate the G-391 Upload Template Attachment (see attached Excel file) and the following language: Monthly Status Report: The report will include at a minimum the information required for each G-391 for every trip as indicated in the G-391 Upload Template Attachment (see attached Excel file). A breakdown of hours and personnel will also be provided and divided into Transportation Guard Hours and Stationary Guard Hours. A breakdown of vehicles used (year, model, and capacity) will also be required if the contractor is using contractor owned vehicles. This information will be available electronically to government users and submitted in addition to the invoice each month;</p> <p>3. Offsite medical transports and hospital guard services after the ramp-up period will be billed at the guard hour rate (not-to-exceed \$41/hr) and the GSA mileage rate. The not-to-exceed guard rate of (b)(4) per hour will be subject to adjustment based on increased wages and/or benefits according to revisions to the current wage determination or a new wage determination; and</p> <p>4. Add the United States Marshal Services (USMS) as a rider for the La Palma Facility. USMS will be provided access to 360 beds at a rate of (b)(4) bed day. The bed day rate will include transports from the Central Arizona Florence Correctional Center to the La Palma Facility. All other transports for USMS will be in accordance with the task orders issued by USMS. Invoicing Instructions and funding for USMS beds will also be in accordance with the task orders issued by USMS.</p> <p>This modification only applies to the La Palma facility (added as a Place of Performance in DROIGSA-06-0002_PC0032). Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002//P00035

PAGE 3 OF 3

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exempt Action: Y Sensitive Award: SPII All other terms and conditions remain the same.				

P00029 See Block 16C

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

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

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

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

CITY OF ELOY
628 N MAIN ST
ELOY AZ 852310628

9A. AMENDMENT OF SOLICITATION NO. (x)

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/

10B. DATED (SEE ITEM 13) 02/17/2006

CODE 0025134220000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE

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

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

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

D. OTHER (Specify type of modification and authority)

X Bilateral Modification

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

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

DUNS Number: 002513422
Program POC: (b)(6); (b)(7)(C) 602-766 (b)(6);
(b)(6); (b)(7)(C) @ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C) 602-766 (b)(6);
(b)(6); (b)(7)(C) @ice.dhs.gov

OAQ DC POC: (b)(6); (b)(7)(C)

Email: (b)(6); (b)(7)(C) @ice.dhs.gov

Telephone: 202-732 (b)(6);

Continued ...

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

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

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

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

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

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED

(b)(6); (b)(7)(C) 8/14/17 (b)(6); (b)(7)(C)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-C002//P00029

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Note: The terms of this modification (P00028) apply only to the Eloy Detention Center in Eloy, AZ.</p> <p>The purpose of this modification is to incorporate the 2016 Revisions to the Performance Based National Detention Standards 2011 (PBNS 2011) at no additional cost to the Government. The Revisions shall be implemented by August 15, 2017.</p> <p>The Revisions are documented in the following attachments to this modification:</p> <ol style="list-style-type: none"> 1) Letter To Facilities on 2016 Revisions to PBNS 2) PBNS 2011 (2016 Revisions) 3) PBNS 2011 with 2016 Revisions in Tracked Changes. <p>All other terms and conditions remain unchanged. Exempt Action: Y Sensitive Award: SPII All other terms and conditions remain in full force and effect.</p>				

2. AMENDMENT/MODIFICATION NO. P00030	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
---	------------------------------------	----------------------------------	--------------------------------

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 9A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/ 10B. DATED (SEE ITEM 13) 02/17/2006
CODE 0025134220000 FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 002513422
Field Office COR: (b)(6); (b)(7)(C)
Phone: 602-766-(b)(6);
Email: (b)(6); (b)(7)(C)@ice.dhs.gov

Finance POC: (b)(6); (b)(7)(C)
Phone: 602-766-(b)(6);
Email: (b)(6); (b)(7)(C)@ice.dhs.gov

Contracting Officer: (b)(6); (b)(7)(C)
Phone: 202-732-(b)(6);
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. (b)(6); (b)(7)(C)
	16C. DATE SIGNED 4/4/2018

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002//P00030

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Contract Specialist: (b)(6); (b)(7)(C)</p> <p>Phone: 202-732-(b)(6);</p> <p>Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>Note: The terms of this modification (P00030) apply only to the Eloy Detention Center in Eloy, AZ.</p> <p>The purpose of this modification is to incorporate Wage Determination: 15-5469 (Rev.-7) and is hereby incorporated 04/04/2018. Exempt Action: Y Sensitive Award: SPII All other terms and conditions remain in full force and effect.</p>				

2. AMENDMENT/MODIFICATION NO. P00031 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 CITY OF ELOY
 628 N MAIN ST
 ELOY AZ 852310628
 CODE 0025134220000 FACILITY CODE
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/
 10B. DATED (SEE ITEM 13) 02/17/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X FAR 52.222-43-Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment

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

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

DUNS Number: 002513422
 COR: (b)(6); (b)(7)(C)
 E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov
 Telephone: 830-378-(b)(6);

Contracting Officer: (b)(6); (b)(7)(C)
 Phone: 949-425-(b)(6);
 Email: (b)(6); (b)(7)(C)@ice.dhs.gov

Note: The terms of this modification (P00031) apply only to the South Texas Family Residential Center (STFRC).
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6); (b)(7)(C)
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
 15C. DATE SIGNED 2/27/18
 16C. DATE SIGNED (b)(6); (b)(7)(C)

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to incorporate revised pricing for CLINs XX01, XX02, XX03, XX05, and XX06 as follows:</p> <p>CLIN XX01-Residential Beds up to 2,400 (monthly FFP): Increase from (b)(4)</p> <p>(b)(4)</p> <p>CLIN XX02-Transportation-Guaranteed 50,000 miles (monthly FFP): Increase from (b)(4)</p> <p>(b)(4)</p> <p>CLIN XX03-Transportation over (b)(4)</p> <p>(b)(4)</p> <p>CLIN XX05-Guard Rate (Hourly Rate): Increase from (b)(4)</p> <p>CLIN XX06-Medical Rovers (Monthly FFP): Increase (b)(4)</p> <p>Revised pricing is effective November 7, 2017 and is a result of a revised wage determination. Exempt Action: Y Sensitive Award: SPII All other terms and conditions remain in full force and effect.</p>				

2. AMENDMENT/MODIFICATION NO. P00032
 3. EFFECTIVE DATE See Block 16C
 4. REQUISITION/PURCHASE REQ. NO.
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE ICE/DCR
 ICE/Detention Compliance & Removals
 Immigration and Customs Enforcement
 Office of Acquisition Management
 801 I Street, NW Suite (b)(6);
 WASHINGTON DC 20536
 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-LAGUNA
 ICE/Detent Mngt/Detent Contract-LAG
 Immigration and Customs Enforcement
 Office of Acquisition Management
 24000 Avila Road, Room (b)(6);
 Attn: (b)(6); (b)(7)(C)
 Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 CITY OF ELOY
 628 N MAIN ST
 ELOY AZ 852310628
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. x
 DROIGSA-06-0002/
 10B. DATED (SEE ITEM 13)
 02/17/2006
 CODE 0025134220000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE
 A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X DROIGSA-06-0002 MODIFICATION

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

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

DUNS Number: 002513422
 COR: (b)(6); (b)(7)(C)
 E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov
 Telephone: 602-766 (b)(6);

Contracting Officer: (b)(6); (b)(7)(C)
 Phone: 949-425- (b)(6);
 Email: (b)(6); (b)(7)(C)@ice.dhs.gov

The purposes of this modification are as follows:

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)
 (b)(6); (b)(7)(C)
 15B. DATE SIGNED
 7/23/18
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 (b)(6); (b)(7)(C)
 16B. UNITED STATES OF AMERICA
 (b)(6); (b)(7)(C)
 16C. DATE SIGNED
 7/24/18

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>1. Add the La Palma facility located at 5501 N. La Palma Rd, Eloy, AZ 85131 as a Place of Performance under this IGSA with the City of Eloy, AZ. The La Palma Facility and the City of Eloy, AZ are both located in Pinal County, AZ. All standards applicable to the Eloy, AZ facility, to include PBNDS 2011 (and 2016 Revisions to PBNDS 2011) are also applicable to the La Palma Facility. Medical Services will be provided at the La Palma Facility in accordance with the Staffing Plan provided by the Service Provider, CoreCivic, on 7/17/2018;</p> <p>2. Outline pricing for 1,000 beds for ICE use as follows: 60 Day Ramp-Up Pricing: (b)(4) /bed day for the first 60 days or until the ICE population exceeds 650, whichever occurs first, at which time the Guaranteed Minimum (Tier 1) pricing will apply. Tier 1 (1-650 Beds, 650 is Guaranteed Minimum): (b)(4) /bed day (Monthly Fixed Price: \$(b)(4)) Tier 2 (651-825 Beds): (b)(4) /bed day Tier 3 (826-1,000 Beds): \$(b)(4) /bed day Tier 4 (1,000+ Beds, Subject to Availability): \$(b)(4) /bed day This pricing does not include transportation.</p> <p>3. The Period of Performance for La Palma is as follows: "The Agreement for La Palma shall become effective upon the date of final signature by ICE and the Provider and shall remain in effect indefinitely unless terminated in writing, by either party. Either party must provide written intentions to terminate the agreement 90 days in advance of the effective date of formal termination"; and</p> <p>4. Include Attachment 1-Health Services Staffing Plan and Attachment 2-Detainee Telephone Services (DTS) for the La Palma Facility.</p> <p>All other terms and conditions remain in full force and effect.</p> <p>Exempt Action: Y Sensitive Award: SPII</p>				

LA PALMA CORRECTIONAL FACILITY

Eloy, Arizona

3,060 Beds - Health Services Staffing

HEALTH SERVICES - 8HR SHIFTS		Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/ PP	Relief Factor	Total Staff	
HEALTH SERVICES ADMINISTRATOR			1010	1	0	0	5	80	1.00	1.00	
SR PHYSICIAN			2105	1	0	0	5	80	1.00	1.00	
PHYSICIAN			2031	1	0	0	5	80	1.00	1.00	
ARNP			2014	2	1	0	5	80	1.00	3.00	
PSYCHIATRIST			2088	1	0	0	4	80	1.00	1.00	
PSYCHOLOGIST			2016	1	0	0	5	80	1.00	1.00	
MENTAL HEALTH COORDINATOR			2034	2	1	0	5	80	1.00	3.00	
DENTIST			2029	2	0	0	5	80	1.00	2.00	
DENTAL ASSISTANT			3014	2	0	0	5	80	1.00	2.00	
DENTAL HYGIENIST			3001	2	0	0	5	80	1.00	2.00	
MEDICAL RECORDS CLERK			5018	2	1	0	5	80	1.00	3.00	
CLINICAL SUPERVISOR		Director of Nursing	2046	1	1	0	5	80	1.00	2.00	
RN		Infectious Disease	2068	1	0	0	5	80	1.00	1.00	
**	RN	CQI	2068	1	0	0	5	80	1.00	1.00	
RN		Chronic Care	2068	1	0	0	5	80	1.00	1.00	
RN		Pharmacy	2068	1	0	0	5	80	1.00	1.00	
CERTIFIED MEDICAL ASSISTANT			9054	1	0	0	5	80	1.00	1.00	
MEDICAL TRANSLATOR			5071	2	0	0	5	80	1.00	2.00	
ADMINISTRATIVE CLERK			5002	1	0	0	5	80	1.00	1.00	
*	X-RAY TECHNICIAN	Radiology		CONTRACT/ 80 HRS PER WK							
*	OPTOMETRIST			CONTRACT/ PRN							
HEALTH SERVICES - 12HR SHIFTS		Post / Assignment	Job Code	1st Shift	2nd Shift		Days Covered	Hrs/ PP	Relief Factor	Total Staff	
RN			2068	4	4		7	80	2.57	20.56	
LPN			3003	2	2		7	80	2.57	10.28	
TOTAL				32	10					60.84	

* Positions hired under a contractual or fee basis for services rendered.

LAPALMA_3060 Health Services SP - 07/17/2018

** Position shared with Eloy.

ATTACHMENT 2-Detainee Telephone Services (DTS)

- A. The Service Provider shall provide detainees with reasonable and equitable access to telephones as specified in the ICE 2011 Performance-Based National Detention Standard on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.
- B. If authorized to do so under applicable law, the Service Provider shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the Service Provider shall provide notice to detainees of the potential for monitoring. However, the Service Provider shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.
- C. Telephone rates shall not exceed the FCC rates for inmate telephone service, as well as State established rates where applicable, and shall conform to all applicable federal, state, and local telephone regulations.
- D. The Service Provider shall inspect telephones for serviceability, in accordance with ICE 2011 Performance-Based National Detention Standards and ICE policies and procedures. The Service Provider shall notify the COR or ICE designee of any inoperable telephones.

CC. ICE DTS Contractor Information:

Talton Communications
910 Ravenwood Dr.
Selma, AL 36701

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

Customer Relations Manager

(334) 375-(b)(6);

(b)(6); @taltoncommunications.com

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

Operations Manager

(334) 375-(b)(6);

(b)(6); (b)(7)(C) @taltoncommunications.com

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00038	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. n/a	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite (b)(6); Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF ELOY CITY OF ELOY 628 N MAIN ST ELOY AZ 851312517		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0025134220000	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/	10B. DATED (SEE ITEM 13) 02/17/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral - IGSA DROIGSA-06-0002 Per Diem Rate & Economic Price Adjustment

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

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

DUNS Number: 002513422

COR: (b)(6); (b)(7)(C) E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov, Telephone: 602-766 (b)(6);

The purpose of this modification is to revise the Bed Day Rate, Minimum Guarantee Bed Day Rate, the Monthly Fixed Transportation Rate, and Guard Hourly Rate increased labor costs for the FTEs IAW Service Contract Act, Area Wide Wage Determination No. 2015-5469, R.9 Dated: 12/26/2018; rate increases are as follows:

1) Revise CLIN 0001 - Bed Day Rate from (b)(4) per bed day for the Eloy Detention
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6); (b)(7)(C)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)
15C. DATE SIGNED 0/4/19	16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C)
15B. DATE SIGNED	16C. DATE SIGNED

NSN
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002//P00038

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Center, effective April 4, 2019.</p> <p>2) Revise CLIN 0001 - Minimum Guarantee Bed Day Rate from (b)(4) per month for LaPamla Correctional Center, effective July 24, 2019.</p> <p>3) Revise CLIN 0003 Fixed Monthly Transportation Services from (b)(4) per month for LaPamla Correctional Center, Effective July 24, 2019.</p> <p>4) Revise CLIN 0004 Guard Hourly Rate from (b)(4) (b)(4) per hour for LaPamla Correctional Center, Effective July 24, 2019.</p> <p>LIST OF CHANGES: Reason for Modification: Other Administrative Action Obligation Amount for Modification: \$0.00</p> <p>Note: The rates (unit price) are not-to-exceed rates ; the rates are subject to adjustment based on increased wages and/or benefits according to revisions to the current wage determination or new wage determination.</p> <p>All other terms and conditions remain the same.</p>				

2. AMENDMENT/MODIFICATION NO. P00039	3. EFFECTIVE DATE 02/01/2020	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6); WASHINGTON DC 20536 (b)(7)(C)	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite (b)(6); Washington DC 20536
---	--

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF ELOY CITY OF ELOY 628 N MAIN ST ELOY AZ 851312517	(x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/ 10B. DATED (SEE ITEM 13) 02/17/2006
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 002513422
 Contracting Officer's Representative (COR): (b)(6); (b)(7)(C)
 (b)(6); (b)(7)(C) @ice.dhs.gov
 602-766-(b)(6);
 Alternate COR: (b)(6); (b)(7)(C)
 (b)(6); (b)(7)(C) @ice.dhs.gov
 602-766-(b)(6);
 Contracting Officer: (b)(6); (b)(7)(C)
 (b)(6); (b)(7)(C) @ice.dhs.gov
 Continued ...

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

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

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>202-732-(b)(6);</p> <p>Contract Specialist: (b)(6); (b)(7)(C)</p> <p>(b)(6); ice.dhs.gov</p> <p>202-732-(b)(6);</p> <p>The purpose of this modification is to update the tiered pricing for La Palma reflecting changes in ICE requirements including the incorporation of a surge capability into the IGSA.</p> <p>The vendor shall provide normal (non-surge) staffing for the facility up to 2,160 detainees. In addition, the non-surge tiered pricing shall include up to 25% of the staffing costs required for the "surge," an additional 270 detainees and bed space - for a total of 2,430 detainees. Surge pricing shall not come into effect until ICE has a population of 2,431 or as directed in writing by the Contracting Officer.</p> <p>Specific Surge Requirements:</p> <ul style="list-style-type: none"> • The vendor shall provide 25% of the surge staff ready at all times. The additional staffing and empty housing units may be used to address issues such as; Development of more LGBTI housing options at surge locations; development of mental health housing options outside of the traditional segregation units. greater flexibility in housing other vulnerable populations in a general population environment. • The vendor shall be staffed and/or otherwise prepared to accommodate 50% of the surge capacity (540 detainees) within 7 days of activating the surge CLIN 0003 (detainee population above 2431). • The vendor shall provide 100% of the necessary surge staff and bed space within 30 days of activation • Surge beds are defined 2161-3240 (1,079 total), however CLIN 0003 is not activated until the detainee population reached 2,431, as the costs are accounted for in CLIN 0001 • The surge will no longer be in effect when the detainee population drops below 2,431. • Deliverable: Action Plan - Submitted with Quote and updated at the request of the COR - Submitted to the COR (This deliverable will reflect how the vendor plans to meet the surge requirements when activated) • Deliverable: Availability List - Monthly - Continued ... 				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002//P00039

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Submitted to the COR (This deliverable shall be an ongoing list of possible employees which are available to be onboarded for the surge once activated, which includes a list of on-boarded surge employees)</p> <p>All (non-surge and surge) staffing shall be provided in accordance with the attached staffing plans.</p> <p>CLIN 0001 Guaranteed Minimum (population 1-1,800) Fixed Price: (b)(4) /MONTH (b)(4) x 1,800 detainees x 30 days) IAW DROIGSA-06-0002, P00039</p> <p>CLIN 0002 Beds above Guaranteed Minimum Tier 2 (population 1,801 - 2,160 beds): (b)(4) / bed day IAW DROIGSA-06-0002, P00039</p> <p>CLIN 0003 This CLIN can only be used in the event of a "surge" as defined by the terms of the IGSA.</p> <p>Surge Beds - > 2430 - 3240 - (b)(4) per month</p> <p>Surge pricing shall not come into effect until ICE has a population of 2,431 or as directed in writing by the Contracting Officer, additionally, the surge (and the scope of this CLIN) will no longer be in effect when the detainee population drops below 2,431. IAW DROIGSA-06-0002, P00039</p> <p>All other terms and conditions remain the same.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00040	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6); (b)(7)(C) WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite (b)(6); (b)(7)(C) Washington DC 20536	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF ELOY ATTN (b)(6); (b)(7)(C) 595 N C ST STE (b)(6); ELOY AZ 851312559		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0025134220000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/	
		10B. DATED (SEE ITEM 13) 02/17/2006	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 002513422
 Contracting Officer's Representative (COR) (b)(6); (b)(7)(C)
 (b)(6); (b)(7)(C)@ice.dhs.gov
 602-766-(b)(6);
 Alternate COR: (b)(6); (b)(7)(C)
 (b)(6); (b)(7)(C)@ice.dhs.gov
 602-766-(b)(6);
 Contracting Officer: (b)(6); (b)(7)(C)
 (b)(6); (b)(7)(C)@ice.dhs.gov
 Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) (b)(6); (b)(7)(C)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR (b)(6); (b)(7)(C)	15C. DATE SIGNED 2-10-2020	16B. UNITED STATES OF AMERICA (b)(6); (b)(7)(C)	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 DROIGSA-06-0002//P00040

PAGE OF
 2 2

NAME OF OFFEROR OR CONTRACTOR
 CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>202-732 (b)(6);</p> <p>Contract Specialist: (b)(6); (b)(7)(C)</p> <p>(b)(6); @ice.dhs.gov</p> <p>202-732 (b)(6);</p> <p>The purpose of this modification is to:</p> <p>A. Incorporate U.S. Department of Labor (DOL), Wage Determination 2020-0030 Rev. 1 dated 01/17/2020, County of Pinal, into Inter-Governmental Agreement (IGSA) EROIGSA-06-0002 for the calendar year of 2020.</p> <p>B. Incorporate the Collective Bargaining Agreement between CoreCivic of Tennessee, LLC for its LaPalma Correctional Center and International Union, Security, Police and Fire Professionals of America (SPPFA) and it's Amalgamated Local 825. Period is from October 1, 2019 through September 30, 2022.</p> <p>All other terms and conditions remain the same.</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00036	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite (b)(6); WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Attn: (b)(6); (b)(7)(C) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0025134220000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/	
		10B. DATED (SEE ITEM 13) 02/17/2006	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) DROIGSA-06-0002 Modification

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

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

DUNS Number: 002513422

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

E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov

Telephone: 602-766 (b)(6);

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

Phone: 202-732 (b)(6);

Email: (b)(6); (b)(7)(C)@ice.dhs.gov

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

Phone: 202-732 (b)(6);

Continued ... (b)(6); (b)(7)(C)

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002//P00036

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2 2

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Email: (b)(6); (b)(7)(C) @ice.dhs.gov</p> <p>There is no requisition associated with this modification.</p> <p>The purpose of modification P00036 is the following:</p> <ol style="list-style-type: none"> 1. Establish new billing rate detention services based on agreed upon REA. As a result the detention services rate in Eloy has increased <p>From (b)(4) By: To:</p> <p>This rate is effective October 01, 2018.</p> <ol style="list-style-type: none"> 2. CoreCivic will submit one invoice on October 01, 2018 for (b)(4). This is the backpay which covers from April 04, 2018 through September 30, 2018 (180 days). The annual increase is (b)(4) (based on ADP of 1388). Exempt Action: Y Sensitive Award: SPII All other terms and conditions remain the same. 				

2. AMENDMENT/MODIFICATION NO. P00037	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, Room (b)(6); Laguna Niguel CA 92677	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite (b)(6); Attn: (b)(6); (b)(7)(C) Washington DC 20536
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF ELOY CITY OF ELOY 628 N MAIN ST ELOY AZ 851312517	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/
	10B. DATED (SEE ITEM 13) 02/17/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 002513422
Points of Contact (POCs)
COR: (b)(6); (b)(7)(C)
E-mail: (b)(6); (b)(7)(C)@ice.dhs.gov
Telephone: 602-766-(b)(6);

Contracting Officer: (b)(6); (b)(7)(C)
Phone: (949) 360-(b)(6);
Email: (b)(6); (b)(7)(C)@ice.dhs.gov

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

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DROIGSA-06-0002//P00037

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NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Contract Specialist: (b)(6); (b)(7)(C) Phone: 202-732-(b)(6); Email: (b)(6); (b)(7)(C)@ice.dhs.gov</p> <p>The purpose of this modification is to:</p> <p>A. Incorporate U.S. Department of Labor (DOL), Wage Determination 2015-5603 Rev. 9 dated 12/26/2018, County of Pinal, into Inter-Governmental Agreement (IGSA) EROIGSA-06-0002 for the calendar year of 2019.</p> <p>B. Change the Contracting Officer (CO) for IGSA DROIGSA-06-0002 from (b)(6); (b)(7)(C) to (b)(6); (b)(6); and the Contract Specialist (CS) changes from (b)(6); (b)(7)(C) to (b)(6); (b)(7)(C). Contact information for the new CO and CS has been incorporated in the POCs.</p> <p>All other terms and conditions remain the same.</p>				

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

Daniel W. Simms Division of
Director Wage Determinations
01/17/2020

Wage Determination No.: 2020-0030
Revision No.: 1
Date Of Last Revision:

Note: Under Executive Order (EO) 13658, an hourly minimum

wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 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 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Arizona

Area: Arizona County of Pinal

Employed on contract for armed and unarmed guard services

Collective Bargaining Agreement between Corecivic of Tennessee, LLC. and International Union, Security, Police, and Fire Professionals of America (SPFPA) and

it's Amalgamated Local 825 effective October 1, 2019 through September 30, 2022.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

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

WD 15-5469 (Rev.-7) was first posted on www.wdol.gov on 01/16/2018

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.: 2015-5469 Revision No.: 7 Date Of Revision:
Daniel W. Simms Director 01/10/2018		Division of Wage Determinations

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

State: Arizona
 Area: Arizona Counties of Maricopa, Pinal

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	
14.85	
01012 - Accounting Clerk II	
16.68	
01013 - Accounting Clerk III	
18.65	
01020 - Administrative Assistant	
25.36	

01035 - Court Reporter
20.24
01041 - Customer Service Representative I
12.48
01042 - Customer Service Representative II
14.03
01043 - Customer Service Representative III
15.31
01051 - Data Entry Operator I
12.88
01052 - Data Entry Operator II
14.06
01060 - Dispatcher, Motor Vehicle
17.31
01070 - Document Preparation Clerk
15.72
01090 - Duplicating Machine Operator
15.72
01111 - General Clerk I
12.63
01112 - General Clerk II
13.78
01113 - General Clerk III
15.48
01120 - Housing Referral Assistant
20.78
01141 - Messenger Courier
13.22
01191 - Order Clerk I
13.91
01192 - Order Clerk II
15.60
01261 - Personnel Assistant (Employment) I
15.89
01262 - Personnel Assistant (Employment) II
17.78
01263 - Personnel Assistant (Employment) III
19.82
01270 - Production Control Clerk
20.34
01290 - Rental Clerk
14.97
01300 - Scheduler, Maintenance
16.66
01311 - Secretary I
16.66
01312 - Secretary II
18.64
01313 - Secretary III
20.78
01320 - Service Order Dispatcher
15.47
01410 - Supply Technician
25.36

01420 - Survey Worker
 17.07
 01460 - Switchboard Operator/Receptionist
 13.51
 01531 - Travel Clerk I
 13.47
 01532 - Travel Clerk II
 14.54
 01533 - Travel Clerk III
 15.65
 01611 - Word Processor I
 13.82
 01612 - Word Processor II
 15.78
 01613 - Word Processor III
 17.54
 05000 - Automotive Service Occupations
 05005 - Automobile Body Repairer, Fiberglass
 22.17
 05010 - Automotive Electrician
 20.30
 05040 - Automotive Glass Installer
 19.42
 05070 - Automotive Worker
 19.42
 05110 - Mobile Equipment Servicer
 16.62
 05130 - Motor Equipment Metal Mechanic
 22.69
 05160 - Motor Equipment Metal Worker
 19.62
 05190 - Motor Vehicle Mechanic
 21.59
 05220 - Motor Vehicle Mechanic Helper
 15.12
 05250 - Motor Vehicle Upholstery Worker
 18.14
 05280 - Motor Vehicle Wrecker
 19.62
 05310 - Painter, Automotive
 22.12
 05340 - Radiator Repair Specialist
 19.58
 05370 - Tire Repairer
 14.21
 05400 - Transmission Repair Specialist
 21.59
 07000 - Food Preparation And Service Occupations
 07010 - Baker
 12.36
 07041 - Cook I
 12.21
 07042 - Cook II
 14.60

07070 - Dishwasher
 9.47
 07130 - Food Service Worker
 10.27
 07210 - Meat Cutter
 16.58
 07260 - Waiter/Waitress
 9.75
 09000 - Furniture Maintenance And Repair Occupations
 09010 - Electrostatic Spray Painter
 16.50
 09040 - Furniture Handler
 10.88
 09080 - Furniture Refinisher
 16.50
 09090 - Furniture Refinisher Helper
 12.16
 09110 - Furniture Repairer, Minor
 14.59
 09130 - Upholsterer
 16.50
 11000 - General Services And Support Occupations
 11030 - Cleaner, Vehicles
 9.97
 11060 - Elevator Operator
 11.10
 11090 - Gardener
 15.69
 11122 - Housekeeping Aide
 11.10
 11150 - Janitor
 11.10
 11210 - Laborer, Grounds Maintenance
 11.67
 11240 - Maid or Houseman
 10.44
 11260 - Pruner
 10.14
 11270 - Tractor Operator
 14.88
 11330 - Trail Maintenance Worker
 11.67
 11360 - Window Cleaner
 12.57
 12000 - Health Occupations
 12010 - Ambulance Driver
 15.25
 12011 - Breath Alcohol Technician
 20.58
 12012 - Certified Occupational Therapist Assistant
 27.06
 12015 - Certified Physical Therapist Assistant
 20.83

12020 - Dental Assistant
18.70
12025 - Dental Hygienist
40.89
12030 - EKG Technician
23.84
12035 - Electroneurodiagnostic Technologist
23.84
12040 - Emergency Medical Technician
15.25
12071 - Licensed Practical Nurse I
20.24
12072 - Licensed Practical Nurse II
22.64
12073 - Licensed Practical Nurse III
25.26
12100 - Medical Assistant
15.39
12130 - Medical Laboratory Technician
19.61
12160 - Medical Record Clerk
15.47
12190 - Medical Record Technician
17.30
12195 - Medical Transcriptionist
17.76
12210 - Nuclear Medicine Technologist
38.29
12221 - Nursing Assistant I
11.56
12222 - Nursing Assistant II
12.98
12223 - Nursing Assistant III
14.17
12224 - Nursing Assistant IV
15.92
12235 - Optical Dispenser
16.93
12236 - Optical Technician
16.34
12250 - Pharmacy Technician
15.54
12280 - Phlebotomist
14.15
12305 - Radiologic Technologist
29.45
12311 - Registered Nurse I
26.93
12312 - Registered Nurse II
33.08
12313 - Registered Nurse II, Specialist
33.08
12314 - Registered Nurse III
40.02

12315 - Registered Nurse III, Anesthetist
 40.02
 12316 - Registered Nurse IV
 47.96
 12317 - Scheduler (Drug and Alcohol Testing)
 25.40
 12320 - Substance Abuse Treatment Counselor
 20.02
 13000 - Information And Arts Occupations
 13011 - Exhibits Specialist I
 17.08
 13012 - Exhibits Specialist II
 21.08
 13013 - Exhibits Specialist III
 25.71
 13041 - Illustrator I
 18.79
 13042 - Illustrator II
 23.18
 13043 - Illustrator III
 28.27
 13047 - Librarian
 23.13
 13050 - Library Aide/Clerk
 14.20
 13054 - Library Information Technology Systems
 20.92
 Administrator
 13058 - Library Technician
 14.67
 13061 - Media Specialist I
 15.06
 13062 - Media Specialist II
 16.86
 13063 - Media Specialist III
 18.79
 13071 - Photographer I
 14.99
 13072 - Photographer II
 17.27
 13073 - Photographer III
 21.32
 13074 - Photographer IV
 26.01
 13075 - Photographer V
 31.55
 13090 - Technical Order Library Clerk
 15.43
 13110 - Video Teleconference Technician
 19.14
 14000 - Information Technology Occupations
 14041 - Computer Operator I
 15.69

14042 - Computer Operator II
 17.55
 14043 - Computer Operator III
 20.13
 14044 - Computer Operator IV
 22.75
 14045 - Computer Operator V
 24.82
 14071 - Computer Programmer I (see 1)
 23.00
 14072 - Computer Programmer II (see 1)
 25.22
 14073 - Computer Programmer III (see 1)
 14074 - Computer Programmer IV (see 1)
 14101 - Computer Systems Analyst I (see 1)
 14102 - Computer Systems Analyst II (see 1)
 14103 - Computer Systems Analyst III (see 1)
 14150 - Peripheral Equipment Operator
 15.69
 14160 - Personal Computer Support Technician
 22.75
 14170 - System Support Specialist
 30.04
 15000 - Instructional Occupations
 15010 - Aircrew Training Devices Instructor (Non-Rated)
 29.76
 15020 - Aircrew Training Devices Instructor (Rated)
 36.56
 15030 - Air Crew Training Devices Instructor (Pilot)
 43.16
 15050 - Computer Based Training Specialist / Instructor
 29.76
 15060 - Educational Technologist
 24.50
 15070 - Flight Instructor (Pilot)
 43.16
 15080 - Graphic Artist
 21.94
 15085 - Maintenance Test Pilot, Fixed, Jet/Prop
 43.16
 15086 - Maintenance Test Pilot, Rotary Wing
 43.16
 15088 - Non-Maintenance Test/Co-Pilot
 43.16
 15090 - Technical Instructor
 21.52
 15095 - Technical Instructor/Course Developer
 26.32
 15110 - Test Proctor
 17.38
 15120 - Tutor
 17.38
 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations

16010 - Assembler
 10.42
 16030 - Counter Attendant
 10.42
 16040 - Dry Cleaner
 12.99
 16070 - Finisher, Flatwork, Machine
 10.42
 16090 - Presser, Hand
 10.42
 16110 - Presser, Machine, Drycleaning
 10.42
 16130 - Presser, Machine, Shirts
 10.42
 16160 - Presser, Machine, Wearing Apparel, Laundry
 10.42
 16190 - Sewing Machine Operator
 13.69
 16220 - Tailor
 14.24
 16250 - Washer, Machine
 11.32
 19000 - Machine Tool Operation And Repair Occupations
 19010 - Machine-Tool Operator (Tool Room)
 18.75
 19040 - Tool And Die Maker
 23.27
 21000 - Materials Handling And Packing Occupations
 21020 - Forklift Operator
 15.38
 21030 - Material Coordinator
 20.34
 21040 - Material Expediter
 20.34
 21050 - Material Handling Laborer
 12.85
 21071 - Order Filler
 12.24
 21080 - Production Line Worker (Food Processing)
 15.38
 21110 - Shipping Packer
 14.52
 21130 - Shipping/Receiving Clerk
 14.52
 21140 - Store Worker I
 10.49
 21150 - Stock Clerk
 15.57
 21210 - Tools And Parts Attendant
 15.38
 21410 - Warehouse Specialist
 15.38
 23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder
30.67
23019 - Aircraft Logs and Records Technician
23.01
23021 - Aircraft Mechanic I
29.15
23022 - Aircraft Mechanic II
30.67
23023 - Aircraft Mechanic III
32.29
23040 - Aircraft Mechanic Helper
18.89
23050 - Aircraft, Painter
27.12
23060 - Aircraft Servicer
23.01
23070 - Aircraft Survival Flight Equipment Technician
27.12
23080 - Aircraft Worker
25.05
23091 - Aircrew Life Support Equipment (ALSE) Mechanic
25.05
I
23092 - Aircrew Life Support Equipment (ALSE) Mechanic
29.15
II
23110 - Appliance Mechanic
19.53
23120 - Bicycle Repairer
15.63
23125 - Cable Splicer
35.41
23130 - Carpenter, Maintenance
19.33
23140 - Carpet Layer
17.01
23160 - Electrician, Maintenance
22.15
23181 - Electronics Technician Maintenance I
21.78
23182 - Electronics Technician Maintenance II
26.42
23183 - Electronics Technician Maintenance III
28.40
23260 - Fabric Worker
17.79
23290 - Fire Alarm System Mechanic
23.96
23310 - Fire Extinguisher Repairer
17.13
23311 - Fuel Distribution System Mechanic
29.33
23312 - Fuel Distribution System Operator
20.70

23370 - General Maintenance Worker
17.48
23380 - Ground Support Equipment Mechanic
29.15
23381 - Ground Support Equipment Servicer
23.01
23382 - Ground Support Equipment Worker
25.05
23391 - Gunsmith I
17.13
23392 - Gunsmith II
20.48
23393 - Gunsmith III
23.83
23410 - Heating, Ventilation And Air-Conditioning
20.92
Mechanic
23411 - Heating, Ventilation And Air Contidioning
22.01
Mechanic (Research Facility)
23430 - Heavy Equipment Mechanic
23.87
23440 - Heavy Equipment Operator
22.40
23460 - Instrument Mechanic
26.41
23465 - Laboratory/Shelter Mechanic
22.17
23470 - Laborer
12.85
23510 - Locksmith
20.70
23530 - Machinery Maintenance Mechanic
25.00
23550 - Machinist, Maintenance
20.64
23580 - Maintenance Trades Helper
13.00
23591 - Metrology Technician I
26.41
23592 - Metrology Technician II
27.79
23593 - Metrology Technician III
29.25
23640 - Millwright
23.72
23710 - Office Appliance Repairer
19.75
23760 - Painter, Maintenance
17.32
23790 - Pipefitter, Maintenance
24.04
23810 - Plumber, Maintenance
22.36

23820 - Pneudraulic Systems Mechanic
 23.83
 23850 - Rigger
 22.93
 23870 - Scale Mechanic
 20.48
 23890 - Sheet-Metal Worker, Maintenance
 20.24
 23910 - Small Engine Mechanic
 16.52
 23931 - Telecommunications Mechanic I
 26.19
 23932 - Telecommunications Mechanic II
 29.69
 23950 - Telephone Lineman
 20.94
 23960 - Welder, Combination, Maintenance
 18.08
 23965 - Well Driller
 23.16
 23970 - Woodcraft Worker
 23.83
 23980 - Woodworker
 17.13
 24000 - Personal Needs Occupations
 24550 - Case Manager
 15.56
 24570 - Child Care Attendant
 10.73
 24580 - Child Care Center Clerk
 16.79
 24610 - Chore Aide
 10.71
 24620 - Family Readiness And Support Services
 15.56
 Coordinator
 24630 - Homemaker
 18.38
 25000 - Plant And System Operations Occupations
 25010 - Boiler Tender
 23.78
 25040 - Sewage Plant Operator
 25.27
 25070 - Stationary Engineer
 23.78
 25190 - Ventilation Equipment Tender
 14.81
 25210 - Water Treatment Plant Operator
 25.27
 27000 - Protective Service Occupations
 27004 - Alarm Monitor
 22.66
 27007 - Baggage Inspector
 12.12

27008 - Corrections Officer
 21.23
 27010 - Court Security Officer
 22.99
 27030 - Detection Dog Handler
 16.13
 27040 - Detention Officer
 21.23
 27070 - Firefighter
 24.92
 27101 - Guard I
 12.12
 27102 - Guard II
 16.13
 27131 - Police Officer I
 29.86
 27132 - Police Officer II
 33.18
 28000 - Recreation Occupations
 28041 - Carnival Equipment Operator
 15.13
 28042 - Carnival Equipment Repairer
 16.69
 28043 - Carnival Worker
 10.21
 28210 - Gate Attendant/Gate Tender
 14.95
 28310 - Lifeguard
 11.90
 28350 - Park Attendant (Aide)
 16.73
 28510 - Recreation Aide/Health Facility Attendant
 12.21
 28515 - Recreation Specialist
 20.55
 28630 - Sports Official
 13.33
 28690 - Swimming Pool Operator
 20.06
 29000 - Stevedoring/Longshoremen Occupational Services
 29010 - Blocker And Bracer
 21.40
 29020 - Hatch Tender
 21.40
 29030 - Line Handler
 21.40
 29041 - Stevedore I
 19.34
 29042 - Stevedore II
 23.60
 30000 - Technical Occupations
 30010 - Air Traffic Control Specialist, Center (HFO) (see 2)
 38.66

30011 - Air Traffic Control Specialist, Station (HFO) (see 2)
26.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)
29.36
30021 - Archeological Technician I
17.78
30022 - Archeological Technician II
19.89
30023 - Archeological Technician III
24.64
30030 - Cartographic Technician
24.64
30040 - Civil Engineering Technician
24.82
30051 - Cryogenic Technician I
26.98
30052 - Cryogenic Technician II
29.80
30061 - Drafter/CAD Operator I
17.78
30062 - Drafter/CAD Operator II
19.89
30063 - Drafter/CAD Operator III
22.18
30064 - Drafter/CAD Operator IV
27.29
30081 - Engineering Technician I
16.02
30082 - Engineering Technician II
17.98
30083 - Engineering Technician III
21.48
30084 - Engineering Technician IV
25.33
30085 - Engineering Technician V
30.27
30086 - Engineering Technician VI
34.64
30090 - Environmental Technician
22.20
30095 - Evidence Control Specialist
24.35
30210 - Laboratory Technician
22.92
30221 - Latent Fingerprint Technician I
24.34
30222 - Latent Fingerprint Technician II
26.88
30240 - Mathematical Technician
24.69
30361 - Paralegal/Legal Assistant I
21.19
30362 - Paralegal/Legal Assistant II
25.09

30363 - Paralegal/Legal Assistant III
 30.61
 30364 - Paralegal/Legal Assistant IV
 37.15
 30375 - Petroleum Supply Specialist
 29.80
 30390 - Photo-Optics Technician
 24.69
 30395 - Radiation Control Technician
 29.80
 30461 - Technical Writer I
 22.49
 30462 - Technical Writer II
 27.51
 30463 - Technical Writer III
 31.24
 30491 - Unexploded Ordnance (UXO) Technician I
 24.57
 30492 - Unexploded Ordnance (UXO) Technician II
 29.73
 30493 - Unexploded Ordnance (UXO) Technician III
 35.63
 30494 - Unexploded (UXO) Safety Escort
 24.57
 30495 - Unexploded (UXO) Sweep Personnel
 24.57
 30501 - Weather Forecaster I
 26.98
 30502 - Weather Forecaster II
 32.81
 30620 - Weather Observer, Combined Upper Air Or (see 2)
 22.18
 Surface Programs
 30621 - Weather Observer, Senior (see 2)
 24.64
 31000 - Transportation/Mobile Equipment Operation Occupations
 31010 - Airplane Pilot
 29.73
 31020 - Bus Aide
 9.89
 31030 - Bus Driver
 19.20
 31043 - Driver Courier
 13.84
 31260 - Parking and Lot Attendant
 10.32
 31290 - Shuttle Bus Driver
 15.35
 31310 - Taxi Driver
 11.12
 31361 - Truckdriver, Light
 15.35
 31362 - Truckdriver, Medium
 18.71

31363 - Truckdriver, Heavy
19.31
31364 - Truckdriver, Tractor-Trailer
19.31
99000 - Miscellaneous Occupations
99020 - Cabin Safety Specialist
14.50
99030 - Cashier
11.86
99050 - Desk Clerk
10.74
99095 - Embalmer
26.70
99130 - Flight Follower
24.57
99251 - Laboratory Animal Caretaker I
12.25
99252 - Laboratory Animal Caretaker II
13.59
99260 - Marketing Analyst
27.91
99310 - Mortician
28.19
99410 - Pest Controller
14.44
99510 - Photofinishing Worker
13.44
99710 - Recycling Laborer
21.97
99711 - Recycling Specialist
28.20
99730 - Refuse Collector
20.52
99810 - Sales Clerk
12.38
99820 - School Crossing Guard
9.30
99830 - Survey Party Chief
31.16
99831 - Surveying Aide
18.76
99832 - Surveying Technician
26.45
99840 - Vending Machine Attendant
14.89
99841 - Vending Machine Repairer
18.88
99842 - Vending Machine Repairer Helper
14.89

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.41 per hour or \$176.40 per week or \$764.40 per month

HEALTH & WELFARE EO 13706: \$4.13 per hour, or \$165.20 per week, or \$715.87 per month*

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

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

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

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

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

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer

professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive

ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in

those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act

and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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