Office of Information Governance and Privacy

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

U.S. Immigration and Customs Enforcement

January 20, 2022

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

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

Dear Ms. Stevens:

This letter is the eleventh 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 519 pages of potentially responsive documents. Of those 519 pages, ICE determined that 5 page was deemed non-responsive, 268 pages will be released in full and, the remaining 138 pages will be withheld in part pursuant to FOIA Exemptions 4, 5, 6, 7(C) and 7(E) as described below. A total of 406 pages have been Bates numbered 2020-ICLI-00042 4901 through 2020-ICLI-00042 5306.

Please note that 108 pages have been sent to an outside agency for consultation.

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,

KORRINA L STEWART

Digitally signed by KORRINA L STEWART
Date: 2022.01.20 07:00:03 -05'00'

Korrina L. Stewart
Litigation Team Supervisor

Enclosure: 406 pages

	Carrizo					Dilley				
	Bed Qty	Bed Day Price	Total Cost Per Day	Fixed Monthly Payment	Total Cost Per Period	Bed Qty	Bed Day Price	Total Cost Per Day	Fixed Monthly Payment	Total Cost Per Period
(b)(5)										

Attachment 4

	Carrizo					Dilley				
	Bed Qty	Bed Day Price	Total Cost Per Day	Fixed Monthly Payment	Total Cost Per Period	Bed Qty	Bed Day Price	Total Cost Per Day	Fixed Monthly Payment	Total Cost Per Period
(b)(5)										

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

From: (b)(6); (b)(7)(C)
Sent: Wednesday, July 30, 2014 1:59 PM
To: (b)(6); (b)(7)(C)
Cc:
Subject: Carrizo Springs / Dilley - Side by side anaylsis
Attachments: Carrizo Springs_Dilley Analysis - Draft 7302014 1400hrs prc.ppt

Importance: High

Good afternoon:

Attached is the most recent version of the side by side we were working on this morning. Please provide your concurrence as soon as possible.

If there are any comments or edits, please feel free to let me know.

Respectfully,

(b)(6); (b)(7)(C)
Deportation Officer
U.S. Immigration and Customs Enforcement
Enforcement and Removal Operations
Field Operations - TDY
500 12th Street SW, Washington, DC 20024 | Desk: 202-732(b)(7)(iP:(b)(6); (b)(7)(C)

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U.S. Immigration and Customs Enforcement

	Carrizo Springs	Dilley
Available Land	(b)(5); (b)(7)(E)	
Present Structures Suitable for Occupancy		
Location		

U.S. Immigration and Customs Enforcement

	Carrizo Springs	Dilley
Timeline for Full Activation	(b)(5); (b)(7)(E)	
IT Assessment		

U.S. Immigration and Customs Enforcement

	Carrizo Springs	Dilley
Provider Capabilities	(b)(5); (b)(7)(E)	

U.S. Immigration and Customs Enforcement

	Carrizo Springs	Dilley
Medical Labor Supply	(b)(5); (b)(7)(E)	

	Carrizo Springs	Dilley
Acquisition Strategy	(b)(5); (b)(7)(E)	

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

From: (b)(6); (b)(7)(C) @cca.com>
Sent: Wednesday, August 20, 2014 6:17 PM
To: (b)(6); (b)(7)(C)
Cc:
Subject: RE: Cost Justification - South Texas Family Residential Center
Attachments: South Texas Family Detention Center - Cost Justification - 082014.pdf

(b)(6);

Attached please find a cost justification provided in a format consistent with your request earlier today. As you know, we have a team in DC ready to meet with ICE to further discuss. We stand ready to meet with you as early as you are ready tomorrow.

Thank you!
(b)(6);

(b)(6); (b)(7)(C)
Senior Director, Proposal Development
CCA - *"America's Leader in Partnership Corrections"*
10 Burton Hills Blvd.
Nashville, Tennessee 37215
Office: 615-263-(b)(6);
Fax: 615-263-(b)(6);
Email: (b)(6); (b)(7)(C) @cca.com
www.cca.com

From: (b)(6); (b)(7)(C) [mailto:(b)(6); (b)(7)(C) @ice.dhs.gov]
Sent: Wednesday, August 20, 2014 12:19 PM
To: (b)(6); (b)(7)(C)
Cc: (b)(6); (b)(7)(C)
Subject: RE: Cost Justification - South Texas Family Residential Center

Dear All,

We had a long conversation this morning about cost. When ICE negotiates IGSA's or modifications to them we request the completion of a jail cost statement. We sent you a jail cost statement in the early days when we were talking about Carrizo Springs. In terms of understanding what we would expect in terms of cost granularity you can use the attached document as a guide to what we are looking for.

Sincerely,

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

(b)(6); (b)(7)(C)
Detention Management Division | Deputy Assistant Director
DHS | ICE | Office of Acquisition Management (OAQ)
801 "I" Street, N.W., Room (b)(6);
Mail Stop 5750
Washington, D.C. 20536-5750
Phone: 202-731(b)(6);
Email: (b)(6); (b)(7)(C) @ice.dhs.gov

From: (b)(6); (b)(7)(C)
Sent: Wednesday, August 20, 2014 11:39 AM
To: (b)(6); (b)(7)(C) @cca.com); (b)(6); (b)(7)(C) @cca.com); (b)(6); (b)(7)(C)
Cc: (b)(6); (b)(7)(C) @cca.com> (b)(6); (b)(7)(C) @cca.com); (b)(6); (b)(7)(C)
(b)(6); (b)(7)(C) @cca.com (b)(6); (b)(7)(C)
Subject: RE: Cost Justification - South Texas Family Residential Center

Dear All,

Attaching a comparison between your Aug 1 and Aug 19 proposal. There is a $67,000,000 annual cost increase.

As we discussed I will be getting back to you shortly to define for you what ICE would require at a minimum in cost detail.

Thanks,

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

(b)(6); (b)(7)(C)
Detention Management Division | Deputy Assistant Director
DHS | ICE | Office of Acquisition Management (OAQ)
801 "I" Street, N.W., Room (b)(6);
Mail Stop 5750
Washington, D.C. 20536-5750
Phone: 202-732-(b)(6);
Email: (b)(6); (b)(7)(C) @ice.dhs.gov

From: (b)(6); (b)(7)(C)
Sent: Wednesday, August 20, 2014 9:40 AM
To: (b)(6); (b)(7)(C) @cca.com); (b)(6); (b)(7)(C) @cca.com); (b)(6); (b)(7)(C) @cca.com); (b)(6); (b)(7)(C)
(b)(6); (b)(7)(C) @cca.com> ((b)(6); (b)(7)(C) @cca.com)
Cc: (b)(6); (b)(7)(C)
Subject: FW: Cost Justification - South Texas Family Residential Center

Dear All,

CCA suggested a meeting today to discuss your proposal. It is premature to meet. The document that I have attached doesn't provide adequate detail into your costs to give us a basis for discussions.

One year of performance could cost us $300,000,000 per annum! That a lot of money.

As (b)(6); (b)(7)(C) said yesterday, before moving forward, ICE must have enough data to make a determination of fair and reasonable price. How do we explain to Congress that we are getting best value for money?

Until we have more cost detail we are in a holding pattern.

Sincerely,

(b)(6);

ICE: Williamson County, TX

Current OES Data: May 2010 Metropolian and Nonmetropolitan Area

NAF Schedule: AC-117, Bexar, Texas (RUS) Wage Area, effective August 6, 2011
WG Schedule: AC-0129R, Austin, Texas Wage Area, effective August 24, 2010
GS Pay Scale: 2011-RUS, effective January 1, 2011
Wage Determination: 2005-2503

	OES Code	FGE	Current Rate	Requested Rate	GS/ WG Rate	Survey Rate	WD Rate
ADMINISTRATIVE SUPPORT AND CLERICAL:							
Accounting Clerk I	43-3031	GS-3	12.82	13.20	11.95	17.55	11.95
Accounting Clerk II		GS-4	14.39		13.41		13.41
Accounting Clerk III (Bookkeeper)		GS-5	16.09	13.75	15.00		15.00
General Clerk I (Mailroom Clerk)	43-9061	GS-2	13.30	11.00	10.95	14.24	10.95
General Clerk II (Administrative Clerk)		GS-3	14.51	12.05	11.95		11.95
General Clerk III		GS-4	16.28		13.41		13.41
Secretary I	43-6014	GS-4	17.78	11.24	13.41	14.80	13.41
Secretary II		GS-5	20.08		15.00		15.00
Secretary III		GS-6	22.35		16.73		16.73
FOOD PREPARATION AND SERVICE:							
Cook I (Food Service Supervisor)	35-2012	WG-6	10.40	10.40	17.08	10.92	10.92
Cook II		WG-8	11.75		19.62		12.54
GENERAL SERVICES AND SUPPORT:							
Janitor	37-2011	WG-2	10.32	11.45	12.27	9.53	9.53
INFORMATION AND ARTS:							
Library Techician (Librarian)	25-4021	GS-3	13.01	13.49	13.20	12.66	12.66

MATERIALS HANDLING AND PACKING:							
Warehouse/Comissary Supervisor		WG-5	12.56				13.47
Warehouse Specialist			12.56	13.57	15.83		12.83
MECHANICS AND MAINTENANCE AND REPAIR:							
General Maintenance Worker (Maintenance Worker)	49-9042	WG-8	15.23	12.15	19.62		17.10
PROTECTIVE SERVICES:							
*Corrections Officer	33-3012	GS-6	14.14	19.12	15.60	16.73	15.60
Sr. Detention Officer		GS-6	14.99	15.59	17.48		16.38
Case Manager		GS-6		16.56			18.53
Detention Counselor		GS-6		15.57	17.48		15.60
Non-Standard Services							
Program Facilitator				13.01			12.55
Resident Counselor				14.14			16.38
FOOTNOTE: COMPANY JOB TITLE							
*Corrections Officer (Resident Supervisor)				11.87			

ICE: Pinal County, AZ

Current OES Data:	May 2010 Metropolian and Nonmetropolitan Area Wage Estimates-Phoenix-Mesa-Scottsdale, AZ
NAF Schedule:	AC-212, Maricopa, Arizona (RUS) Wage Area, effective December 11, 2010
WG Schedule:	AC-020R, Phoenix, Arizona Wage Area, effective May 4, 2010
GS Pay Scale:	2011-PX-Phoenix-Mesa-Scottsdale, Arizona, effective January 1, 2011
Wage Determination:	2005-2023

	OES Code	FGE	Current Rate	Requested Rate	GS/ WG Rate	Survey Rate	WD Rate	RATIONALE
ADMINISTRATIVE SUPPORT AND CLERICAL:								
Accounting Clerk I	43-3031	GS-3	14.85	13.11	12.22		12.22	
Accounting Clerk II		GS-4	15.15		13.72		13.72	
Accounting Clerk III		GS-5	17.27	13.78	15.35	16.85	15.35	
General Clerk I	43-9061	GS-2	12.53	11.85	11.20		11.20	
General Clerk II		GS-3	13.67	11.85	12.22	13.32	12.22	
General Clerk III		GS-4	15.34		13.72		13.72	
Personnel Assistant (Employment) I	43-4161	GS-4	14.98	14.97	13.72		13.72	
Personnel Assistant (Employment) II		GS-5	16.76		15.35		15.35	
Personnel Assistant (Employment) III		GS-6	18.69		17.11	18.04	17.11	
Receptionist	43-4171	GS-3	12.58	10.76	12.22	13.06	12.22	
INFORMATION AND ARTS:								
Library Techician	25-4021	GS-3	14.08	11.16	12.22	13.54	12.22	
MATERIALS HANDLING AND PACKING:								
Warehouse Specialist		WG-5	13.52	15.68	16.49	14.11	14.11	
Warehouse /Commissary Supervisor		WG-6					14.82	
MECHANICS AND MAINTENANCE AND REPAIR:		WG-8		22.92			20.71	
Maintenance Supervisor	49-9042	WG-8	17.48	18.73	18.83		18.83	
General Maintenance Worker								
PROTECTIVE SERVICES:	33-3012	GS-6	17.11	17.92	17.11	20.06	17.11	
Corrections Officer				28.23			17.97	
Detention Dog Handler*				21.34			22.41	

Classification Coordinator				20.64			21.67
Senior Correctional Officer		GS-6					
Correctional Counselor		GS-6					
RECREATION OCCUPATIONS:	39-9032	GS-2			11.20	11.33	11.20
Recreation Aide/Health Facility Attendant		GS-7	17.99	20.23	19.01		19.23
Recreation Specialist				22.14			21.15
Recreation Supervisor							

FOOTNOTE: COMPANY JOB TITLE

*Detention Dog Handler (Canine Program Commander)

ICE: Johnson County, TX

Current OES Data:	May 2010 Dallas-Fort Worth-Arlington, TX Metropolitan and Nonmetropolitan area
NAF Schedule:	AC-117, Bexar, TX effective 08/06/11
WG Schedule:	AC-0131R, Dallas-Forth Worth, TX effective 12/10/10
GS Pay Scale:	January 2011 GS DFW
WD:	2005-2513

	OES		Current Rate	Requested Rate	GS/ WG Rate	Survey Rate	WD Rate
ADMINISTRATIVE SUPPORT AND CLERICAL:							
Administrative Assistant (1)	43-6011	GS-7	26.46	**11.97**	19.65	21.42	19.65
Receptionist	43-4171	GS-3	13.60	**10.68**	12.36	12.55	12.36
HEALTH OCCUPATIONS:							
Licensed Practical Nurse I (2)	29-2061	GS-4	18.42	**19.10**	14.18		14.18
Licensed Practical Nurse II		GS-5	20.60		15.86	21.66	15.86
Licensed Practical Nurse III		GS-6	22.96		17.68		17.68
Medical Assistant (3)	31-9092	GS-4	14.89	**11.73**	14.18	14.27	14.18
Medical Record Clerk		GS-4	15.45	**12.08**	14.18		13.79
Medical Record Technician	29-2071	GS-5	17.26			15.42	15.42
INFORMATION AND ARTS OCCUPATIONS:							
Librarian (4)	25-4021	GS-8	31.56	**14.28**	21.76	27.25	21.76
INSTRUCTIONAL OCCUPATIONS:							
Technical Instructor/Course Developer	13-1073	GS-9	27.44		24.03	No OES	24.03

Tutor (5)		GS-5	18.16	**18.86**	15.86		15.86
MECHANICS AND MAINTENANCE AND REPAIR:							
General Maintenance Worker	49-9042	WG-8	17.70	**22.01**	22.10	**No OES**	17.22
PROTECTIVE SERVICES:							
Correction Officer	33-3012	GS-6	19.21			17.32	17.32
Detention Officer		GS-6	21.13	**11.54**	17.68		17.32

FOOTNOTES: COMPANY JOB TITLE

1. Administrative Assistant
(Administrative Assistant/Clerk)
2. Licensed Practical Nurse
(Licensed Vocational Nurse)
3. Medical Assistant
(Certified Medical Aide)
4. Librarian
(Grievance Coordinator)
5. Tutor
(Director of Programs)

ICE: Montgomery County, TX

Current OES Data:	May 2010 Houston-Sugar-Land - Baytown, TX
GS Pay Scale:	2011-DFW, Effective January 1, 2011
NAF Schedule:	AC-152 Dallas, TX Effective August 20, 2011
WG Schedule:	AC-0133R, Houston-Galverston-Texas City, TX effective May 22, 2011
Wage Determination:	2005-2515

	OES		Current Rate	Requested Rate	GS/ WG Rate	Survey Rate	New Rate
ADMINISTRATIVE SUPPORT AND CLERICAL:							
Accounting Clerk I (1)	43-3031	GS-3	14.98	13.50	12.63		12.63
Accounting Clerk II		GS-4	16.82		14.18		14.18
Accounting Clerk III		GS-5	18.82		15.86	17.19	15.86
General Clerk I (2)	43-9061	GS-2	11.88	12.50	11.57		11.57
General Clerk II		GS-3	13.27		12.63	13.31	12.63
General Clerk III		GS-4	14.90		14.18		14.18
Personnel Assistant (Employment) I (3)	43-4161	GS-4	15.43	13.00	14.18		14.18
Personnel Assistant (Employment) II		GS-5	17.27		15.86		15.86
Personnel Assistant (Employment) III		GS-6	19.25		17.68	17.69	17.69
Receptionist	43-4171	GS-3	12.02	11.00	12.63	12.46	12.46
FOOD PREPARATION AND SERVICE:							
Cook I	35-2012	WG-6	9.52			10.17	10.17
Cook II (4)		WG-8	10.88	16.50	22.74		11.81
Food Service Supervisors/Cook				16.50			12.99

HEALTH:							
Dental Assistant	31-9091	GS-5	15.64	16.83	15.86	15.32	15.32
Licensed Practical Nurse I (5)	29-2061	GS-4	19.05	24.04	14.18		16.64
Licensed Practical Nurse II		GS-5	21.32		15.86		18.61
Licensed Practical Nurse III		GS-6	23.76		17.68	20.75	20.75
Medical Assistant	31-9092	GS-4	12.50	16.83	14.18	13.85	13.85
Medical Record Clerk		GS-4	14.53	13.50	14.18	N/A	14.18
Pharmacy Technician	29-2052	GS-6	19.18	14.00	17.68	14.59	14.59
Registered Nurse I	29-1111	GS-7	30.36		19.65		19.06
Registered Nurse II		GS-9	38.37	31.25	24.03		23.31
Registered Nurse II, Specialist		GS-9	38.37		24.03		23.31

Registered Nurse III		GS-11	44.91		29.08		28.21
Registered Nurse III, Anethetist		GS-11	44.91		29.08		28.21
Registered Nurse IV		GS-12	53.84		34.85	33.80	33.80
INFORMATION TECHNOLOGY OCCUPATIONS							
Personal Computer Support Technician (6)		GS-7	24.00	20.43	19.65	N/A	19.65
LAUNDRY, DRY CLEANING, PRESSING:							
Washer, Machine (Washman)		NA-3	10.32	16.00	10.54	N/A	10.54
MATERAIL HANDLING AND PACKING OCCUPATIONS							
Warehouse Specialist (7)		WG-5	13.25	**16.00**	17.97	13.14	13.14
MECHANICS AND MAINTENANCE AND REPAIR:							
Electrician Maintenance (8)	47-2111	WG-10	26.51	17.31	25.71	20.90	20.90
General Maintenance Worker	49-9042	WG-8	18.08	17.31	22.74		18.49
Heating, Ventilation & Air-Conditioning Mechanic	49-9021	WG-10	21.04	17.31	25.71	20.93	20.93

PROTECTIVE SERVICES:							
Corrections Officer (9)	33-3012	GS-6	19.62	15.00	17.68	16.14	16.14
Court Security Officer		GS-6	21.18	15.00	17.68		16.14

FOOTNOTES: COMPANY JOB TITLE

1. Accounting Clerk I (Inmate Accounts Clerk)

2. General Clerk I (Administrative Clerk) 12.50
(Mailroom Clerk) 12.50
(Maintenance Clerk) 12.50
(Food Service Clerk) 12.50
(Data Entry Clerk) 12.50
(Intake Booking Records Clerk) 16.00
(Security/Intake Clerk) 12.50
General Clerk III (Grievance Coordinator) 12.50
(Payroll Clerk) 12.50
(Mailroom Supervisor) 16.00
(Laundry Supervisor) 17.00

3. Personnel Assistant I (Training Clerk) 12.50

4. Assistant Food Service Manager
Production Manager 18.00

5. Licensed Practical Nurse III (Medical QA Administrator)	24.04
Licensed Practical Nurse III (LVN)	22.84
Pharmacy Technicain (Medication Aide)	14.00
6. Personal Computer Support Technician (MIS Specialist)	20.43
7. Warehouse Specialist (Warehouse Coordinator)	16.00
8. Electrician Maintenance (Maintenance Technician)	17.31
General Maintenance Worker (Maintenance Technician)	17.31
Maintenance Technician - HVAC	17.31
9. Correction Officer (Intake Interview/ Classification Officer)	15.00
Correction Officer (Law Library Officer)	15.00
Correction Officer (Barbershop Officer)	15.00
Correction Officer (Central Control)	15.00
Correction Officer (Housing Rovers)	15.00
Correction Officer (Recreation Officers)	15.00
Correction Officer (Health Service Officer)	15.00
Correction Officer (Front Entrance)	15.00
Correction Officer (Segregation)	15.00
Correction Officer (Visitation)	15.00
Correction Officer (Escort/Utility Officer)	15.00
Correction Officer (Back Gate Officer)	15.00
Correction Officer (Inmate Property Officer)	15.00
Correction Officer (Key Control/Armory Officer)	15.00
Asst Intake/Release Supervisor (SGT)	17.00
Asst Intake/Release Officer	17.00
Intelligence Officer	16.25
Court Security Officer (Baliff)	15.00

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.: 2011-0204
Revision No.: 1
Date of Last Revision: 11/07/2011

State: Texas

Area: Texas County of Johnson

** 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 Johnson County, TX for detention services, under the authority of the INA, in the above locality.

CODE	OCCUPATION TITLE	FOOTNOTE	RATE
01020	Administrative Assistant		19.65
01280	Receptionist		12.36
12071	Licensed Practical Nurse I		14.18
12072	Licensed Practical Nurse II		15.86
12073	Licensed Practical Nurse III		17.68
12100	Medical Assistant		14.18
12160	Medical Record Clerk		13.79
12190	Medical Record Technician		15.42
13047	Librarian		21.76
15095	Technical Instructor/Course Developer		24.03
15120	Tutor		15.86
23370	General Maintenance Worker		17.22
27008	Corrections Officer		17.32
27040	Detention Officer		17.32

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.

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.: 2011-0208
Revision No.: 1
Date of Last Revision: 11/08/2011

State: Texas

Area: Texas County of Montgomery

** 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 Montgomery County, TX 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		12.63
01012	Accounting Clerk II		14.18
01013	Accounting Clerk III		15.86
01111	General Clerk I		11.57
01112	General Clerk II		12.63
01113	General Clerk III		14.18
01261	Personnel Assistant (Employment) I		14.18
01262	Personnel Assistant (Employment) II		15.86
01263	Personnel Assistant (Employment) III		17.69
01280	Receptionist		12.46
07000	**Food Preparation And Service Occupations**		
07041	Cook I		10.17
07042	Cook II		11.81
	Food Service Supervisors/Cook		12.99
12000	**Health Occupations**		
12020	Dental Assistant		15.32
12071	Licensed Practical Nurse I		16.64
12072	Licensed Practical Nurse II		18.61
12073	Licensed Practical Nurse III		20.75
12100	Medical Assistant		13.85
12160	Medical Record Clerk		14.18
12250	Pharmacy Technician		14.59
12311	Registered Nurse I		19.06
12312	Registered Nurse II		23.31
12313	Registered Nurse II, Specialist		23.31
12314	Registered Nurse III		28.21
12315	Registered Nurse III, Anesthetist		28.21

12316	Registered Nurse IV	33.80
14000	**Information Technology Occupations**	
14160	Personal Computer Support Technician	19.65
16000	**Laundry, Dry-Cleaning, Pressing And Related Occupations**	
16250	Washer, Machine	10.54
21000	**Materials Handling And Packing Occupations**	
21410	Warehouse Specialist	13.14
23000	**Mechanics And Maintenance And Repair Occupations**	
23160	Electrician, Maintenance	20.90
23370	General Maintenance Worker	18.49
23410	Heating, Ventilation And Air-Conditioning Mechanic	20.93
27000	**Protective Service Occupations**	
27008	Corrections Officer	16.14
27010	Court Security Officer	16.14

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 **

Food Service Supervisors/Cook

Works well as a team member of the direction of the Food Service Manager. Responsible for preparation scheduling, and quality assurance of all foods and supplies. Monitors and maintain accurate production records. Individulal must develop and practice leadership skills and the ability to supervise without intimidation. Responsible for inmate training programs, safety compliane and monitoring equipment maintenance.

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 avove 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		19.23
	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.

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.: 2011-0218
Revision No.: 1
Date of Last Revision: 11/09/2011

State: Texas

Area: Texas County of Williamson

** Fringe Benefits Required Follow the Occupational Listing **

This WD applies only to service employees who are employed on the dentention services subcontract under the IGSA (or other contracts) between ICE and Williamson County, TX 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		11.95
01012	Accounting Clerk II		13.41
01013	Accounting Clerk III		15.00
01111	General Clerk I		10.95
01112	General Clerk II		11.95
01113	General Clerk III		13.41
01311	Secretary I		13.41
01312	Secretary II		15.00
01313	Secretary III		16.73
07000	**Food Preparation And Service Occupations**		
07041	Cook I		10.92
07042	Cook II		12.54
11000	**General Services And Support Occupations**		
11150	Janitor		9.53
13000	**Information And Arts Occupations**		
13058	Library Technician		12.66
21000	**Materials Handling And Packing Occupations**		
21410	Warehouse Specialist		12.83
	Warehouse/Commissary Supervisor		13.47
23000	**Mechanics And Maintenance And Repair Occupations**		
23370	General Maintenance Worker		17.10
27000	**Protective Service Occupations**		
27008	Corrections Officer		15.60
27040	Detention Officer		15.60

	Case Manager	18.53
	Senior Detention Officer	16.38
92000	**Non Standard Occupations**	
	Resident Counselor	16.38
	Program Facilitator	12.55

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.

Program Facilitator

Duties Include: Conducts various programs in a group setting to inmates assigned to residential and non-residential behavioral programs. Interviews and assesses prospective program participants. Implements a wide range of behavioral programs.

Resident Counselor

Duties include: Responsible for resolving daily resident issues before they become significant matters, incidents or grievances. Ensures that services and programs are delivered to residents assigned to the unit at a time and manner as designed.

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.

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 avove 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		19.23
	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.

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

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.: 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 avove 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.

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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

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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.

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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.

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AT 4

Detaninee Numbers 12/1/2011 through 12/31/2011

JAN	45778 /31	1525			
FEB	41496 /28	1482			
MAR	46328 /31	1494			
APR	44922 /30	1497			
MAY	45763 /31	1476			
JUN	44538 /30	1485			
JUL	45477 /31	1467			
AUG	45161 /31	1457			
SEP	44522 /30	1484			
OCT	46192 /31	1490			
NOV	44314 /30	1477			
DEC	45342	1511			
Government		17845 /12	1487	103,285.60/1487/365	0.19
Contractor	539833 / 365	1478.99	1479		

Nepsa, Mike

From: (b)(6); (b)(7)(C) @cca.com>
Sent: Monday, February 13, 2012 11:44 AM
To: (b)(6); (b)(7)(C)
Subject: RE: Equitable Adjustment Request for Eloy Detention Center / CCA

(b)(6); (b)(7)(he used the population numbers from January to December 2011.

(b)(6); (b)(7)(C)
Senior Director, Federal Partnership Relations
CCA
619-358-(b)(6); (b)(7)(office
760-473-C) cell

From: (b)(6); (b)(7)(C) @ice.dhs.gov]
Sent: Monday, February 13, 2012 6:40 AM
To: (b)(6); (b)(7)(C)
Subject: RE: Equitable Adjustment Request for Eloy Detention Center / CCA

(b)(6);

Please show me the months & numbers that you used to come up with the average of 1479

(b)(6); (b)(7)(C) **(Semper Fi)**
Detention Management - Laguna | Contract Specialist
DHS | ICE | Office of Acquisition Management (OAQ)
24000 Avila Road, Suite 3104, Laguna Niguel, CA 92677
Phone: 949-425-(b)(6); Fax: 949-360-3013
Email: (b)(6); @dhs.gov

Your First Partner in Acquisition!
Help us Support You Better: How's My Service?

From: (b)(6); (b)(7)(C) [mailto:(b)(6); @cca.com]
Sent: Tuesday, January 24, 2012 6:44 AM
To: (b)(6); @dhs.gov
Subject: FW: Equitable Adjustment Request for Eloy Detention Center / CCA

here is a follow up correcting ther proposed per diem

(b)(6); (b)(7)(C)
Senior Director, Federal Partnership Relations
CCA
619-358-(b)(6); office
760-473-(b)(7)(cell
C)

From: (b)(6); (b)(7)(C)
Sent: Tuesday, January 17, 2012 7:21 AM
To: (b)(6); (b)(7)(C) @ice.dhs.gov

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Cc: (b)(6); (b)(7)(C)
Subject: RE: Equitable Adjustment Request for Eloy Detention Center / CCA

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

I made an error in the initial e-mail. The second to the last sentence should read: "CCA would propose increasing the per diem for the Eloy Detention Center to $69.78 effective January 1, 2012." My apologies.

Best Regards,

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

From: (b)(6); (b)(7)(C)
Sent: Tuesday, January 17, 2012 9:18 AM
To: (b)(6); @ice.dhs.gov'
Cc: (b)(6); (b)(7)(C)
Subject: Equitable Adjustment Request for Eloy Detention Center / CCA

Mike,

I apologize that I was not able to meet with you recently while we were visiting with contracting in DC to discuss contract modifications to incorporate wage determination rates at our other IGA facilities. In preparing the request for the Eloy Detention Center (DROIGSA-06-0002), I am utilizing the same approach that we have used for our Stewart, North Georgia and T. Don Hutto facilities in those submissions. Based on the receipt of modification P00005, CCA estimates the annual increase in salaries and benefits as a result of the implementation of wage determination rates is $103,285.60. This calculation is based on the actual current employee roster which will be sent in a separate e-mail due to the sensitive nature of the data. Based on an average daily population over the last twelve months of 1,479 detainees, this increase in salaries and wages would increase the current per diem rate by $0.19 ($103,285.60 / 1,479 detainees / 365 days) from $69.59 to $69.78. To the extent that additional information is required or questions result from this analysis, please contact me at your convenience and I will make myself available.

Best Regards,

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

(b)(6); (b)(7)(C)
Vice President & Treasurer
CCA
615-263 (b)(6); (b)(7)(C) (direct)
615-491 (mobile)
(b)(6); (b)(7)(C) @cca.com

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Nepsa, Mike

From: (b)(6); (b)(7)(C)
Sent: Tuesday, August 03, 2010 7:33 AM
To: (b)(6); (b)(7)(C)
Subject: CCA Bed-Day Rate (Eloy)

Here is the Bed-Day rate for CCA-Eloy, AZ

10/01/2007 - $64.47 8/01/2009 to Pres. $69.59

Thanks
(Semper Fi)
(b)(6); (b)(7)(C)
Contract Specialist
DM – Laguna Branch
Immigration & Customs Enforcement
Dept. of Homeland Security
Office of Acquisition Management
24000 Avila Road, Room (b)(6);
Laguna Niguel, CA 92677
Desk: (949) 425 (b)(6);
Fax: (949) 360 (b)(6);
Email: (b)(6); (b)(7)(C) @dhs.gov

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started at $68.45 then dropped to $64.47 up to $69.59

U.S. Department of Homeland Security
Office of Acquisition Management
24000 Avila Road, Suite (b)(6);
Laguna Niguel, CA 92677

U.S. Immigration and Customs Enforcement

April 3, 2012

City of Eloy
628 N. Main Street
Eloy, AZ 85231-0628
Attn: Mr. Frank Acuna

Subject: Implementation of 2011 Performance Based Detention Standards (PBNDS)

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

Dear Mr. Acuna;

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

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

Overview of PBNDS 2011

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

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

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

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

General Concepts

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

Health Care

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

Intake/Out-Processing and Classification

- Classification.
- Admission and Release.

Legal Access

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

Sexual Abuse

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

Activities

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

Disciplinary System

- Discipline.

Facility Management

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

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

PBNDS 2011 Implementation Timetable

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

The following facility operated by your organization has been identified for initial implementation:

Facility	Type	Contract No.
Eloy, AZ	IGSA	DROIGSA-06-0002

ICE's schedule for implementation of PBNDS 2011:

Dedicated IGSA Facilities

- The enclosed modification(s) incorporating PBNDS 2011 and the revised QASP should be signed and received by ICE no later than **180 days** from the date of this letter.

- It is anticipated that facilities will be in full compliance with PBNDS 2011 by no later than **270 days** from the date of this letter. Beginning on this date, ICE will monitor and inspect these facilities against the PBNDS 2011 through the revised QASP.

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

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

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

If you have any questions, do not hesitate to contact me by email at (b)(6); (b)(7)(C) @ice.dhs.gov or by telephone at 949-360-(b)(6);.

Respectfully,

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

(b)(6); (b)(7)(C)
ICE Office of Acquisition
Contracting Officer

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.

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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

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- 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

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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

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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.

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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

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Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBNDS 2011)	WITHHOLDING CRITERIA
Safety (20%) Addresses a safe work environment for staff, volunteers, contractors and detainees	**PBNDS References: Part 1 - SAFETY** 1.1 Emergency Plans; 1.2 Environmental Health and Safety; 1.3 Transportation (by Land).	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.
Security (20%) Addresses protection of the community, staff, contractors, volunteers and detainees from harm	**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.	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.
Order (10%) Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability	**PBNDS Reference: Part 3 - ORDER** 3.1 Disciplinary System.	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.
Care (20%) Addresses contractor responsibility to provide for the basic needs and personal care of detainees	**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.	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.
Activities (10%) Addresses contractor responsibilities to reduce the negative effects of confinement	**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.	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.
Justice (10%) Addresses contractor responsibilities to treat detainees fairly and respect their legal rights	**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.	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.

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FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBNDS 2011)	WITHHOLDING CRITERIA
Administration and Management (10%) Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements	**PBNDS References: Part 7 - -ADMIN & MANAGEMENT** 7.1 Detention Files; 7.2 News Media Interviews and Tours; 7.3 Staff Training; 7.4 Transfer of Detainees; **Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07**	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.
Workforce Integrity (10%) Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems	**Staff Background and Reference Checks (Contract) 4-ALDF-7B-03** **Staff Misconduct 4-ALDF-7B-01** **Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14** **Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08**	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.
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	**Discrimination Prevention 4-ALDF-6B-02-03**	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.

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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			
	NAME AND TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED			
COTR			
CONTRACTING OFFICER			

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America's Leader in Partnership Corrections
(b)(6); (b)(7)(C)
Vice President, Partnership Development

VIA EMAIL AND CERTIFIED MAIL

February 11, 2013

(b)(6); (b)(7)(C)
Contracting Officer
U.S. Department of Homeland Security
Immigration and Customs Enforcement
Office of Acquisition Management
2400 Avila Road, Suite (b)(6);
Laguna Niguel, CA 92677

RE: ELOY DETENTION CENTER – ICE CONTRACT NO. DROIGSA-06-0002
IMPLEMENTATION OF 2011 PERFORMANCE BASED DETENTION STANDARDS (2011 PBNDS)

Dear Ms. (b)(6);

We appreciate the opportunity to review our evaluation of costs associated with implementation of the 2011 PBNDS at the Eloy Detention Center during our January 25 conference call with ICE. Based upon our conference call and further discussions with local ICE staff, we have adjusted several of our requests for additional resources. Attached are updated versions of the spreadsheets with cost details for each item in the revised request for equitable adjustment (REA).

Based upon ICE's notification during our conference call that you do not intend to require compliance with the provisions of PBNDS 5.4 requiring detainees to be provided FM wireless headsets for television viewing, with access to appropriate language stations or choices, we have removed the one-time and recurring costs associated with that portion of the Standard from our REA. We have also removed our response regarding PBNDS 2.10, same-gender pat-down searches of detainees based upon the revisions ICE has agreed to make to this Standard as referenced in our September 24, 2012 response to (b)(6); (b)(7)(C) s September 7, 2012 email. We also understand that ICE intends to modify PBNDS 1.1E.10.a to require a designated area in the facility with the capacity to house a large number of detainees safely and securely for two or three hours, rather than two or three days.

Pursuant to Federal Acquisition Regulation 52.243-1 Changes – Fixed Price, CCA submits a revised REA in the amount of $677,657.91[1] [2] annually to offset the increase in costs associated with implementation of the 2011 PBNDS. In addition, CCA requests a lump sum payment of $116,759 to off-set one-time costs associated with implementation of the 2011 PBNDS.

CCA appreciates ICE's continued cooperation in implementation of the 2011 PBNDS. Please do not hesitate to contact me if you have any questions or need any further information related to this matter.

Sincerely,

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

Attachments

[1] This total is based upon providing extended visitation seven days week pursuant to Standard 5.7 and the Library Aides and Detention Officer for Standard 6.3..

[2] Detention Officer costs are subject to adjustment if a new wage determination is incorporated into the contract prior to the effective date of the PBNDS modification.

2011 PBMDS	Standard Language	Affect of New PBNDS (physical plant, staffing, supplies, etc.)	Recurring Cost (Optimal Standard)	One-Time Cost (Optimal Standard)	Recurring Cost (Minimum Standard)	One-Time Cost (Minimum Standard)
2.12 Special Management Units	**2.12 V.X.1. Recreation Minimum:** Detainees in the SMU for administrative reasons shall be offered at least one hour of recreation per day, outside their cells and scheduled at a reasonable time, at least seven days per week. (p. 161) **2.12 V.X.1. Recreation Optimal:** Detainees in SMU for administrative reasons shall be offered at least two hours of exercise per day, seven days a week, unless documented security, safety or medical considerations dictate otherwise. (p. 161)	Increased staffing; Physical plant changes	2008 PBNDS requires one hour of recreation five days a week for detainees in SMU. 2011 PBNDS requires two hours of recreation per day, seven days a week. The additional recreation time will necessitates two additional Detention Officers @ $44,278.34 each salary + benefits resulting in $88,556.68 additional expense annually.[1]	Three additional recreation cages at a cost of $116,759.	2008 PBNDS requires one hour of recreation per day, five days a week for detainees in SMU. 2011 PBNDS requires one hour of recreation per day, seven days a week. The additional recreation time will necessitate one additional Detention Officer @ $44,278.34 salary and benefits annually.[2]	Three additional recreation cages at a cost of $116,759.
5.4 RECREATION	**5.4 Recreation V.B, Recreation Schedule Minimum:** If outdoor recreation is available at the facility, each detainee in general population shall have access for at least one hour, seven days a week, at a reasonable time of day, weather permitting. (p.290) **Optimum:** Detainees in the general population shall have access at least four hours a day, seven days a week, to outdoor recreation weather and scheduling permitting. (p.290) **V. D. General Requirements Optimal:** Detainees shall be provided FM wireless headsets for television viewing, with access to appropriate language stations or choices. (p. 291)	Increased staffing	2008 PBNDS requires one hour of recreation per day. 2011 PBNDS requires four hours of recreation seven days a week which will necessitate three additional Detention Officer posts with a 1.70 relief factor resulting in an additional 5.1 FTEs at $44,278.34 Salary + Benefits each, resulting in $221,391.72 additional expense annually.Per ICE's request, we can provide two hours of recreation seven days a week with no additional staff if we are approved to lock down detainees who do not choose to participate in the recreation period.	No.	No.	No.

[1] The request for two Detention Officers is based upon historical usage of administrative segregation and the addition of three recreation cages. CCA reserves the right to request additional staff if there is a need for increased usage of administrative segregation in the future.

[2] The request for one Detention Officer is based upon historical usage of administrative segregation and the addition of three recreation cages. CCA reserves the right to request additional staff if there is a need for increased usage of administrative segregation in the future.

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2011 PBMDS	Standard Language	Affect of New PBNDS (physical plant, staffing, supplies, etc.)	Recurring Cost (Optimal Standard)	One-Time Cost (Optimal Standard)	Recurring Cost (Minimum Standard)	One-Time Cost (Minimum Standard)
5.7 VISITATION	**V.B. General** **Minimum:** Each facility administrator shall decide whether to permit contact visits, as appropriate for the facility's physical plant and detainee population. Exceptions to this standard can be made by the facility administrator on a case-by-case basis when warranted by compelling circumstances or individual needs or conduct (p. 313) **5.7.V. 1. Hours and Time Limits** **Minimum:** Each facility shall establish a visiting schedule based on the detainee population and the demand for visits. Visits shall be permitted during set hours on Saturdays, Sundays, and holidays, and to the extent practicable, facilities shall also establish visiting hours on weekdays and during evening hours. The facility shall accommodate the scheduling needs of visitors for whom scheduled visiting hours pose a hardship, for example, authorizing special visits for family visitors. (p. 314-315) The facility's written rules shall specify time limits for visits, no less than one hour, under normal conditions. (p. 315)	Additional staffing for visitation.	N/A	N/A	1. Facility cannot accommodate contact visitation due to physical plant constraints. 2. 2008 PBNDS requires a minimum of 30 minutes of visitation on Saturdays, Sundays and holidays. 2011 requires extended weekend and evening hours for visitation including a minimum of one hour necessitating five additional Detention Officer posts with a 1.70 relief factor resulting in an additional 5.1 FTEs at $44,278.34 each, resulting in $221,391.72 additional expense annually. Per ICEs request, to provide expanded visitation hours from Friday to Monday only will require three additional Detention Officers @ $44,278.34 each salary and benefits resulting in $132,835.02 annually	Facility cannot accommodate contact visitation due to physical plant constraints.

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2011 PBMDS	Standard Language	Affect of New PBNDS (physical plant, staffing, supplies, etc.)	Recurring Cost (Optimal Standard)	One-Time Cost (Optimal Standard)	Recurring Cost (Minimum Standard)	One-Time Cost (Minimum Standard)
6.3 Law Libraries and Legal Material	**V.C. Hours of Access** **Minimum:** Each detainee shall be permitted to use the law library for a minimum of five hours per week. Detainees may not be forced to forego their minimum recreation time in order to use the law library. Staff shall accommodate detainee requests for additional law library time to the extent possible, and requests for the accommodation of work schedules to the extent practicable, consistent with the orderly and secure operation of the facility, and with special priority given to such requests from detainees facing a court deadline. (p. 342-343) **II. 3** **Optimal:** When requested and where resources permit, facilities shall provide detainees meaningful access to law libraries, legal materials and related materials on a regular schedule and no less than 15 hours per week. (p. 341)	Increased staffing.	2008 PBNDS requires five hours of access to the law library per week. 2011 PBNDS requires 15 hours of access to the law library per week. The additional hours of access will necessitate two additional Library Aides @ $28,880.56 each salary + benefits resulting in $57,761.11 additional expense annually. Per ICE's request, we can also provide a Detention Officer @ $44,278.34 salary and benefits annually	No.	No.	No.

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Eloy Detention Center

MINIMUM PBNDS 2011 APPLICATION IMPACT - ANNUAL EXPENSES

Staffing Related Expenses									
PBNDS STANDARD	Short Description	Job Title	Ex	No. Ees	Contract Specific WD Rate	Annual Salary	Current Benefits Rate	Annual Salary + Benefits per Employee	Estimated Total Increase Impact
2.12	SMU	DETENTION OFFICER	N	1	$17.11	$35,588.80	24.42%	$44,278.34	$44,278.34
5.7	Visitation - Extend 7 Days	DETENTION OFFICER	N	5	$17.11	$35,588.80	24.42%	$44,278.34	$221,391.72
5.7	Visitation - Extend 4 Days	DETENTION OFFICER	N	3	$17.11	$35,588.80	24.42%	$44,278.34	$132,835.02

MINIMUM PBNDS 2011 APPLICATION IMPACT - ONE TIME COSTS

2.12	SMU	Add 3 Recreation Cages	$116,759.00

OPTIMAL PBNDS 2011 APPLICATION IMPACT - ANNUAL EXPENSES

PBNDS STANDARD	Short Description	Job Title	Ex	No. Ees	Contract Specific WD Rate	Annual Salary	Current Benefits Rate	Annual Salary + Benefits per Employee	Estimated Total Increase Impact
2.12	SMU	DETENTION OFFICER	N	2	$17.11	$35,588.80	24.42%	$44,278.34	$88,556.68
5.4	Recreation	DETENTION OFFICER	N	5	$17.11	$35,588.80	24.42%	$44,278.34	$221,391.72
6.3	Law Library	LIBRARY AIDE	N	2		$23,212.80	24.42%	$28,880.56	$57,761.11
6.3	Law Library - ICE Request	DETENTION OFFICER	N	1	$17.11	$35,588.80	24.42%	$44,278.34	$44,278.34
Total Salary & Benefits Increase for Additional Staff - Optimal Standards									$411,987.86

COMPLIANCE WITH PBNDS 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 (PBNDS 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:

- "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)*
- "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)*

Attachment A

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

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Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBNDS 2011)	WITHHOLDING CRITERIA
Safety (20%) Addresses a safe work environment for staff, volunteers, contractors and detainees	**PBNDS References: Part 1 - SAFETY** 1.1 Emergency Plans; 1.2 Environmental Health and Safety; 1.3 Transportation (by Land).	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.
Security (20%) Addresses protection of the community, staff, contractors, volunteers and detainees from harm	**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.	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.
Order (10%) Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability	**PBNDS Reference: Part 3 - ORDER** 3.1 Disciplinary System.	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.
Care (20%) Addresses contractor responsibility to provide for the basic needs and personal care of detainees	**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.	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.
Activities (10%) Addresses contractor responsibilities to reduce the negative effects of confinement	**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.	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.
Justice (10%) Addresses contractor responsibilities to treat detainees fairly and respect their legal rights	**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.	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.

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBNDS 2011)	WITHHOLDING CRITERIA
Administration and Management (10%) Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements	**PBNDS References: Part 7 - -ADMIN & MANAGEMENT** 7.1 Detention Files; 7.2 News Media Interviews and Tours; 7.3 Staff Training; 7.4 Transfer of Detainees; **Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07**	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.
Workforce Integrity (10%) Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems	**Staff Background and Reference Checks (Contract) 4-ALDF-7B-03** **Staff Misconduct 4-ALDF-7B-01** **Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14** **Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08**	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.
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	**Discrimination Prevention 4-ALDF-6B-02-03**	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.

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

	NAME AND TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED			
COTR			
CONTRACTING OFFICER			

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Articles

Period of Performance:

This Agreement becomes effective upon the date of final signature by the ICE Contracting Officer and the authorized signatory of the Service Provider and will remain in effect for a period not to exceed 48 months unless extended by bi-lateral modification or terminated in writing by ICE . ICE must provide written notice of intention to terminate the agreement, 90 days in advance of the effective date of formal termination, or the Parties may agree to a shorter period. If this Agreement is terminated by ICE under this Article, ICE will be under no financial obligation for any costs after the date of termination except as allowed pursuant to FAR 52.249-2 Termination for Convenience of the Government. The Service Provider will only be paid for services provided to ICE up to and including the day of termination and costs allowed pursuant to FAR 52.249-2 Termination for Convenience of the Government.

Adjusting the Rates in the Section B, Schedule of Pricing

ICE will reimburse the Service Provider at the fixed rate in the Section B, Schedule of Pricing (Attachment 1). The Service Provider may request a rate adjustment no less than thirty-six (36) months after the effective date of the Agreement unless required by law. After thirty-six (36) months, the Service Provider may request a revision to its rate.

The Parties agree to base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, federal procurement laws, regulations, and standards in arriving at the bed day rate. If ICE does not receive an official request for a rate adjustment that is supported by the information submitted, the fixed bed day rate as stated in this Agreement will be in place indefinitely.

Contracting Officer's Representative (COR)

A. The COR will be designated by the Contracting Officer. When and if the COR duties are reassigned, an administrative modification will be issued to reflect the changes. This designation does not include authority to sign contractual documents or to otherwise commit to, or issue changes, which could affect the price, quantity, or performance of this Agreement.

B. Should the Service Provider believe it has received direction that is not within the scope of the agreement; the Service Provider shall not proceed with any portion that is not within the scope of the agreement without first contacting the Contracting Officer. The Service Provider shall continue performance of efforts that are deemed within the scope.

Attachment 7

Notification and Public Disclosures

A. Information obtained or developed as a result of this modification is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable federal laws, regulations, and executive orders or as ordered by a court. Insofar as any documents created by the Service Provider contain information developed or obtained as a result of this modification, such documents shall be subject to public disclosure only pursuant to the provisions of applicable federal laws, regulations, and executive orders or as ordered by a court. To the extent the Service Provider intends to release the modification or any information relating to, or exchanged under, this modification, the Service Provider agrees to coordinate with the ICE Contracting Officer prior to such release. The Service Provider may, at its discretion, communicate the substance of this modification when requested. ICE understands that this modification will become a public document when presented to the Service Provider's governing body for approval.

B. The CO shall be notified in writing of all litigation pertaining to this modification and provided copies of any pleadings filed or said litigation within five working days of receipt. The Service Provider shall cooperate with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or Service Provider litigation.

C. The Service Provider shall notify the CO when a member of the United States Congress requests information or makes a request to visit the facility. The Service Provider shall coordinate all public information related issues pertaining to ICE residents with the CO. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs. The Service Provider shall promptly make public announcements stating the facts of unusual or newsworthy incidents to local media. Examples of such events include, but are not limited to: deaths, escapes from custody, and facility emergencies.

D. With respect to public announcements and press statements, the Service Provider shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not necessarily reflect the position of the United States Government in any public presentations they make or articles they write that relate to any aspect of contract performance or the facility operations.

Modifications and Disputes

A. Modifications: Actions other than those designated in this Agreement will not bind or incur liability on behalf of either Party. Either Party may request a modification to this Agreement by submitting a written request to the other Party. A modification will become a part of this Agreement only after the ICE Contracting Officer has approved the modification in writing.

B. Change Orders:

1. The Contracting Officer may at any time, by written order, and without notice to the Service Provider, make changes within the general scope of this Agreement in any one or more of the following:
   (a) Description of services to be performed, including revisions to the applicable Detention Standards.
   (b) Place of performance of the services.

2. If any such change causes an increase or decrease in the cost of the services under the Agreement, the Contracting Officer will make an equitable adjustment in the agreement price and will modify the Agreement accordingly.

3. The Service provider must assert its right to an adjustment under this Article within 30 days from the date of receipt of the written order including a proposal addressing the cost impacts and detailed supporting data.

4. If the Service Provider's proposal includes costs that are determined unreasonable and/or unsupportable, as determined by the Contracting Officer, the Contracting Officer will disallow those costs when determining a revised rate, if any.

5. Failure to agree to any adjustment will be a dispute under the Disputes section of the Agreement. However, nothing in this Article excuses the Service Provider from proceeding with the Agreement as changed.

C. Disputes: The ICE Contracting Officer and the authorized signatory of the Service Provider will settle disputes, questions and concerns arising from this Agreement. Settlement of disputes will be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the Service Provider. In the event a dispute is not able to be resolved between the Service Provider and the ICE Contracting Officer, the ICE Contracting Officer will make the final decision. If the Service Provider does not agree with the final decision, the matter may be appealed to the ICE Head of the Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The Service Provider shall proceed diligently with performance of this Agreement pending final resolution of any dispute. Neither party hereto waives any rights or remedies that it may have under federal law.

Integration

This Agreement constitutes the entire agreement between ICE and the Service Provider with respect to its subject matter and supersedes all prior agreements, representation, and understandings of the parties, written or oral.

Attachment 7

Treatment of Ambiguities

Each Party acknowledges that it has participated in the drafting of this Agreement to which it is a party, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction.

Labor Standards and Wage Determination

A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated as Attachment 9. These standards and provisions are included in every contract and modification entered into by the United States or the District of Columbia, in excess of $2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.

B. Wage Determination: Each service employee employed in the performance of this Agreement shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this Agreement. (See Attachment 2 - Wage Determination)

C. FAR 52.222-43 Fair Labor Standards Act and the Service Contract Act-Price Adjustment (Multiyear and Option Contracts) is incorporated by reference.

Family Residential Center
Staffing Plan

Overview:

The below information is being provided to open a 500 bed family residential center and the transition into a 4000 bed center in increments of 500.

Tab 1:

Facility Staffing Model for a 500 Bed Residential Program

The attached spreadsheet lists positions that are designed to provide support and supervision of a 500 bed resident population in the Direct Care Labor Category. Each position has defined responsibilities to support the center's operational plan. Based on a traditional residential program and requirements of the Family Residential Standards, the below positions or direct care staff labor category. This is a general staffing model that may require some modification to meet the building design.

The relief factor used for these positions are 1.7 for 7 day a week assignments and 1.2 for 5 day a week assignments. Only mandatory assignments require a relief factor. This model is an accepted practice for conducting staffing proposal. The actual relief factor cannot be determined until a decision is rendered as to which company or agency is providing the work force.

The attached spreadsheet also provides for the administrative and program staffing plan. The model provides staff to provide services based on experience, education and center mission. These are not considered a Direct Care Labor Category.

Tab 2:

Facility Staffing Model for a 1000 Bed Residential Program

The attached spreadsheet lists positions that are designed to provide support and supervision of a 1000 bed resident population in the Direct Care Labor Category. Each position has defined responsibilities to support the center's operational plan. Based on a traditional residential program and requirements of the Family Residential Standards, the below positions or direct care staff labor category. This is a general staffing model that may require some modification to meet the building design.

The attached spreadsheet also provides for the administrative and program staffing plan. The model provides staff to provide services based on experience, education and center mission. These are not considered a Direct Care Labor Category.

Tab 3:

Facility Staffing Model for a 1500 Bed Residential Program

The attached spreadsheet lists positions that are designed to provide support and supervision of a 1500 bed resident population in the Direct Care Labor Category. Each position has defined responsibilities to support the center's operational plan. Based on a traditional residential program and requirements of the Family Residential Standards, the below positions or direct care staff labor category. This is a general staffing model that may require some modification to meet the building design.

The attached spreadsheet also provides for the administrative and program staffing plan. The model provides staff to provide services based on experience, education and center mission. These are not considered a Direct Care Labor Category.

Tab 4:

Facility Staffing Model for a 2000 Bed Residential Program

The attached spreadsheet lists positions that are designed to provide support and supervision of a 2000 bed resident population in the Direct Care Labor Category. Each position has defined responsibilities to support the center's operational plan. Based on a traditional residential program and requirements of the Family Residential Standards, the below positions or direct care staff labor category. This is a general staffing model that may require some modification to meet the building design.

The attached spreadsheet also provides for the administrative and program staffing plan. The model provides staff to provide services based on experience, education and center mission. These are not considered a Direct Care Labor Category.

Tab 5:

Facility Staffing Model for a 2500 Bed Residential Program

The attached spreadsheet lists positions that are designed to provide support and supervision of a 2500 bed resident population in the Direct Care Labor Category. Each position has defined responsibilities to support the center's operational plan. Based on a traditional residential program and requirements of the Family Residential Standards, the below positions or direct care staff labor category. This is a general staffing model that may require some modification to meet the building design.

The attached spreadsheet also provides for the administrative and program staffing plan. The model provides staff to provide services based on experience, education and center mission. These are not considered a Direct Care Labor Category.

Tab 6:

Facility Staffing Model for a 3000 Bed Residential Program

The attached spreadsheet lists positions that are designed to provide support and supervision of a 3000 bed resident population in the Direct Care Labor Category. Each position has defined responsibilities to support the center's operational plan. Based on a traditional residential program and requirements of the Family Residential Standards, the below positions or direct care staff labor category. This is a general staffing model that may require some modification to meet the building design.

The attached spreadsheet also provides for the administrative and program staffing plan. The model provides staff to provide services based on experience, education and center mission. These are not considered a Direct Care Labor Category.

Tab 7:

Facility Staffing Model for a 3500 Bed Residential Program

The attached spreadsheet lists positions that are designed to provide support and supervision of a 3500 bed resident population in the Direct Care Labor Category. Each position has defined responsibilities to support the center's operational plan. Based on a traditional residential program and requirements of the Family Residential Standards, the below positions or direct care staff labor category. This is a general staffing model that may require some modification to meet the building design.

The attached spreadsheet also provides for the administrative and program staffing plan. The model provides staff to provide services based on experience, education and center mission. These are not considered a Direct Care Labor Category.

Tab 8:

Facility Staffing Model for a 4000 Bed Residential Program

The attached spreadsheet lists positions that are designed to provide support and supervision of a 4000 bed resident population in the Direct Care Labor Category. Each position has defined responsibilities to support the center's operational plan. Based on a traditional residential program and requirements of the Family Residential Standards, the below positions or direct care staff labor category. This is a general staffing model that may require some modification to meet the building design.

The attached spreadsheet also provides for the administrative and program staffing plan. The model provides staff to provide services based on experience, education and center mission. These are not considered a Direct Care Labor Category.

Family Residential Center

Staffing Plan

Position	Proposed Staffing Level	# of Positions Flex Shifts	# of Positions *First Shift*	# of Positions *Second Shift*	# of Positions *Third Shift*	Relief Factor	*Total Staff Required with Relief Factor*
Direct Care Staffing							
Shift Captain	(b)(7)(E)						
Shift Supervisor Tool Control							
Shift Supervisor Key Control							
Assistant Shift Supervisor							
Transportation Officers							
Central Control							
Perimeter							
Intake/Property							
Tool/Key Control							
Laundry							
Recreation/Utility							
Visitation							
Court/ICE							
Medical Support							
Direct Care Staff							
Total Direct Care Staffing Subtotal							
Administrative Staffing							
Facility Administrator	1						**1**
Assistant Facility Administrator	1						**1**
Administrative Captain	1						**1**
Unit Management Supervisor	1						**1**
Unit Manager	2						**2**
Business Manager	1						**1**
Accounting Clerk	1						**1**
Bookkeeper	1						**1**
Secretary	2						**2**
Manager, Human Resources	1						**1**
Human Resources Staff							**0**
Manager, Quality Assurance	1						**1**
Administrative Clerk	2						**2**
Investigator Grievance and SAPPI Coordinator	1						**1**
Training Manager	1						**1**
Assistant Training Manager							**0**
Safety Manager Chemical Control/Fire Safety	1						**1**
Records Clerk	1						**1**
Mailroom Clerk	1						**1**
Receptionist	1						**1**
Warehouse/Commissary	2						**2**
Administrative Clerk	2						**2**

Family Residential Center

Staffing Plan

Position	Proposed Staffing Level	# of Positions Flex Shifts	# of Positions *First Shift*	# of Positions *Second Shift*	# of Positions *Third Shift*	Relief Factor	*Total Staff Required with Relief Factor*
Administrative Staffing Subtotal	***25***	***0***	***0***	***0***	***0***	***0***	***25***
Maintenance Staffing							
Maintenance Supervisor	1						**1**
Maintenance Worker	3						**3**
Janitor	2						**2**
Administrative Staffing Subtotal	***6***	***0***	***0***	***0***	***0***	***0***	***6***
Program Staffing							
Religious Service Coordinator	1						**1**
Case Manager (Counselor)	6						**6**
Leisure Activity/Job Coordinator	1						**1**
Program Facilitator	6						**6**
Recreation Supervisor	2						**2**
Program Staffing Subtotal	***16***	***0***	***0***	***0***	***0***	***0***	***16***
Education Staffing							
Principal	1						**1**
Education Supervisor							**0**
Special Education Coordinator	1						**1**
Academic Instructor	9						**9**
Instructor Aide	9						**9**
Education Staffing Subtotal	***20***	***0***	***0***	***0***	***0***	***0***	***20***
Food Service Staffing							
Food Service Director	1						**1**
Food Service Manager	5						**5**
Cooks	12						**12**
Food Service Staffing Subtotal	***18***	***0***	***0***	***0***	***0***	***0***	***18***

Total Staffing by Labor Category	
Direct Care Staffing	(b)(7)(E)
Administrative Staffing	25
Maintenance Staffing	6
Program Staffing	16
Educational Staffing	20
Food Service Staffing	18
Total Staffing	(b)(7)(E)

Cc: (b)(6); (b)(7)(C)
Subject: Ramp Plan

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

On August 20, we sent you a revised ramp schedule. In a subsequent meeting, ICE asked if Target could bring half a neighborhood online quicker in order to provide additional permanent beds on a more accelerated schedule. After confirming with their vendors, Target is unable to commit to a more accelerated schedule and therefore our ramp plan will remain in the same increments as previously provided. Additionally, the increments listed in the SOW should be changed from 500 beds to 480 beds as that reflects the ramp schedule we sent you a few weeks ago and reiterated below. With the delay in the execution of a final contract and the addition of NEPA studies, the actual dates for the ramp have changed and for ease of reference we have converted the previous schedule into the length of time for each increment rather than a specific date.

We have used the term "Start Date" to start the calendar. "Start Date" is defined as the later of ICE and CCA signing an award document which precipitates the IGA amendment being sent to Eloy, a COTR being assigned to the contract for purposes of initiating the background clearance process, necessary permits being received or the date which we are allowed on site per NEPA clearance.

Note, we have limited the first group (temporary beds) to 480 because Target can only construct 480 beds of the new housing modular design 60 days after the Start Date and if we have more than 480 we would not be able to move all residents from the cottages to the new housing modulars.

2,400 beds consist of five housing neighborhoods of 480 beds each.

- 30 days after Start Date, we will accept the first 480 into the temporary beds;
- 90 days after Start Date, we will open the first permanent 480 bed neighborhood and we will move the 480 residents from the temporary beds into the first permanent beds;
- 120 days after Start Date, we will open the second permanent 480 bed neighborhood and we will be ready to accept an additional 480 residents (total count of 960);
- 150 days after Start Date, we will open the third permanent 480 bed neighborhood and we will be ready to accept an additional 480 residents (total count 1440);
- 180 days after Start Date, we will open the fourth permanent 480 bed neighborhood and we will be ready to accept an additional 480 residents (total count 1920);
- 210 days after Start Date, we will open the fifth permanent 480 bed neighborhood and we will be ready to accept the final 480 residents (total count 2400).

Thanks!

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

See how CCA is making a difference

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General Decision Number: TX140135 01/03/2014 TX135

Superseded General Decision Number: TX20130135

State: Texas

Construction Type: Residential

Counties: Brooks, Dimmit, Duval, Frio, Jim Hogg, Kenedy, Kinney, La Salle, Maverick, McMullen, Starr, Uvalde, Willacy, Zapata and Zavala Counties in Texas.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/03/2014

SUTX2009-149 04/22/2009

	Rates	Fringes
CARPENTER	$ 11.26	0.00
CEMENT MASON/CONCRETE FINISHER	$ 10.77	0.00
ELECTRICIAN	$ 15.99	0.00
LABORER: Common or General	$ 8.35	0.00
PAINTER: Brush and Roller	$ 9.33	0.00
PLUMBER	$ 20.00	0.00
ROOFER	$ 9.92	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

TITLE 29--LABOR

PART 4_LABOR STANDARDS FOR FEDERAL SERVICE CONTRACTS--Table of Contents

Subpart A Service Contract Labor Standards Provisions and Procedures

Sec. 4.6 Labor standards clauses for Federal service contracts exceeding $2,500.

The clauses set forth in the following paragraphs shall be included in full by the contracting agency in every contract/Inter-Governmental Service Agreement (IGSA) entered into by the United States or the District of Columbia, in excess of $2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees:

(a) Service Contract Act of 1965, as amended: This contract/IGSA is subject to the Service Contract Act of 1965 as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued there under (29 CFR part 4).

(b)(1) Each service employee employed in the performance of this Contract/IGSA by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If there is such a wage determination attached to this Contract/IGSA, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the Contract/IGSA (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section.

(ii)Such conforming procedure shall be initiated by the contractor prior to the performance of contract/IGSA work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any Contract/IGSA work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bears a reasonable relationship to those listed in a wage determination cannot be [[Page 41]] reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices, which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a Contract/IGSA modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a Contract/IGSA under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the Contract/IGSA which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of Contract/IGSA work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b) (2) (ii) of this section need not be followed.

(C) No employee engaged in performing work on this Contract/IGSA shall in any event be paid less than the currently applicable minimum wage specified under section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended. (v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b)(2)(i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which Contract/IGSA work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced Contract/IGSA work shall be a violation of the Act and this contract.(vi) Upon discovery of failure to comply with paragraphs (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced Contract/IGSA work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this Contract/IGSA is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished there under to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage

determinations to be issued by the Wage and Hour Division, Employment Standards Administration of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in subpart D of 29 CFR part 4, and not otherwise.

(d)(1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any person performing work under the Contract/IGSA (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under [[Page 42]] law or Contract/IGSA for the payment of a higher wage to any employee.

(2) If this Contract/IGSA succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this Contract/IGSA setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any service employee performing any of the Contract/IGSA work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this Contract/IGSA may be relieved of the foregoing obligation unless the limitations of Sec. 4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in Sec. 4.10 of 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in Sec. 4.11 of 29 CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the Contract/IGSA or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a Contract/IGSA or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this Contract/IGSA shall notify each service employee commencing work on this Contract/IGSA of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a) (4) of the Act and of this contract.

(f) The contractor or subcontractor shall not permit any part of the services called for by this Contract/IGSA to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR part 1925.

(g)(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection [[Page 43]] and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor:

(i) Name and address and social security number of each employee.

(ii)The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee.

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage
determination attached to this Contract/IGSA but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in Paragraph (b) (2) (ii) of this section shall be deemed to be such a list.

(vi) Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to Sec. 4.6(l)(2).

(2) The contractor shall also make available a copy of this Contract/IGSA for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular
pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government Contract/IGSA with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the Contract/IGSA work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all Subcontracts subject to the Act. The term contractor as used in these clauses in any subcontract shall be deemed to refer to the subcontractor, except in the term Government prime contractor.

(k)(1) As used in these clauses, the term service employee means any person engaged in the performance of this Contract/IGSA other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in part 541 of title 29, Code of Federal Regulations, as of July [[Page44)) 30, 1976, and any subsequent revision of those regulations. The term service employee includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contracts pursuant to section 2(a) (5) of the Act and is for informational purposes only:

The following classes of service employees expected to be employed under the Contract/IGSA with the Government would be subject, if employed by the contracting agency, to the provisions

of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee class	wage-fringe benefit
GS-05	$
GS-07	$
GS-09	$

Search current rates at http://www.opm.gov/oca/12tables/

(l)(1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the Contract/IGSA are provided for in a collective bargaining agreement which is or will be effective during any period in which the Contract/IGSA is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of Contract/IGSA performance, such agreements shall be reported promptly after negotiation thereof.

(2) Not less than 10 days prior to completion of any Contract/IGSA being performed at a Federal facility where service employees may be retained in the performance of the succeeding Contract/IGSA and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (Sec. 4.173 of Regulations, 29 CFR part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of Contract/IGSA performance. Such list shall also contain anniversary dates of employment on the Contract/IGSA either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR part 4.

(n)(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this Contract/IGSA shall be subcontracted to any person or firm ineligible for award of a Government Contract/IGSA pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1)Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a) (1) or([Page 45]]

(2)(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a) (2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(4) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in parts 525 and 528 of title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the Contract/IGSA work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) Where an employee engaged in an occupation in which he or she customarily and regularly receives more than $30 a month in tips, the amount of tips received by the employee may be

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 provison:

(1)The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2)The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract/IGSA shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.(The information collection, recordkeeping, and reporting requirements contained in this section have been approved by the Office of Management and Budget under the following numbers:
[[Page 46]]

Paragraph	OMB control number
(b)(2) (i)--(iv)	1215-0150
(e)	1215-0150
(g)(1) (i)--(iv)	1215-0017
(g)(1) (v), (vi)	1215-0150
(l) (1), (2)	1215-0150
(q)(3)	1215-0017

[48 FR 49762, Oct. 27, 1983; 48 FR 50529, Nov. 2, 1983, as amended at 61 FR 68663, Dec. 30, 1996]

SOUTH TEXAS FAMILY RESIDENTIAL CENTER

PERFORMANCE WORK STATEMENT
September 15, 2014

1. Background

Through this contract, the U.S. Department of Homeland Security (DHS), Immigration and Customs Enforcement (ICE) procures temporary residential shelter care and other related services to families in its custody.

2. Objectives

The purpose of this Statement of Work (SOW) is to describe the required equipment, personnel and services, including bed space, that the selected Service Provider(s) must provide to sustain a program of temporary shelter in a safe and secure environment and other related services for up to 2,400 residents consisting of family units detained in the legal custody of ICE. ICE requires these beds to be made available expeditiously in increments of 480.

The specific project goal is the provision of a State-licensed residential care center that provides other related services twenty-four (24) hours per day, seven (7) days per week, to alien family groups who have been approved for such services by ICE. The Service Provider shall seek licensing from the State agency responsible for residential programs that house juveniles (and family groups if applicable). Should the Service Provider be unable to secure State licensure, the Service provider shall nonetheless comply with all substantive requirements for State-licensed residential care programs and seek application of such requirements to the family residential center by the State. Service delivery shall be provided in a culturally sensitive manner with appropriate accommodations for the language needs and specific characteristics and needs of this population, which will consist of families with juveniles up to and including 17 years of age and related adults 18 years of age and older. The Service Provider should expect aliens from any number of ethnic backgrounds and nationalities.

3. Terms

a) Admission: A procedure, which includes searching, photographing, health and safety assessment, and collecting personal history data. Admission also includes the inventory and storage of the individuals' accompanying personal property.
b) Alien Family Group: A group of two or more aliens comprised of an adult parent or legal guardian who is 18 years of age or older and at least one child.
c) Contracting Officer (CO): An ICE employee responsible for the complete conduct and integrity of the contracting process, including administration after award. The only individual authorized to issue changes to the contract.
d) Contracting Officer's Technical Representative (COR): An ICE employee responsible for monitoring all technical aspects and assisting in administering the contract.
e) Service Provider: The entity, which provides the services described in this statement of work.

2020-ICLI-00042 4996

f) Local ICE Supervisor in Charge of the Facility: The ICE Enforcement and Removal Operations (ERO) Field Office with responsibility over the facility.
g) ICE Health Service Corps (IHSC). Serves as ICE Medical Authority for detainee health care issues
h) ICE Family Residential Standards (FRS): A set of standards and policies governing the minimum requirements for care and treatment of aliens held in ICE family residential centers.
i) Family Residential Center: For the purposes of this document, includes 24-hour supervised residential care for alien family groups.
j) Health and Safety Assessment: A system of structured observation and/or initial health assessment to identify newly arriving residents who could pose a health or safety threat to themselves or others.
k) Juvenile and Family Residential Management Unit (JFRMU): A designated unit within ERO Headquarters with the primary responsibility for management and oversight of juvenile and family care, custody, and treatment.
l) Medical Records: A separate set of records apart from the resident's social record that are maintained by the Service Provider. Although Medical Records may be created and/or maintained by the Service Provider, its sub-Provider, or any other third party, the medical records are the property of ICE.
m) Policy/Standard: A definite written course or method of action, which guides and determines present and future decisions and action.
n) DHS PREA: 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). The DHS PREA regulation sets forth standards for training, policy, procedure, and investigation to ensure that individuals detained in DHS custody are free from sexual abuse and assault.

4. Program Scope and Services

a) Program Scope

i. The Service Provider shall provide shelter care and other services in a residential setting. The Service Provider shall seek licensing from the State agency responsible for residential programs that house juveniles (and family groups if applicable). Should the Service Provider be unable to secure State licensure, the Service provider shall nonetheless comply with all substantive requirements for State-licensed residential care programs and seek application of such requirements to the family residential center by the State. The design and administration of the program shall be in accordance with all applicable federal, state and local licensing provisions, and the requirements of ICE FRS, as well as other applicable regulations, settlement agreements and court orders. It is the Service Provider's responsibility to assume adequate and appropriate management oversight for the implementation and successful performance of this contract.

ii. The location of this facility shall be in Dilley, Texas. ICE reserves the right to award more than one contract for one or multiple facilities. The Service Provider must be able to admit and discharge family groups or any part of that group on a 24-hour per day, seven (7) day a week basis.

iii. Services shall be provided for the period beginning when the family group or any part of that group is placed in the Family Residential Center and ending when ICE releases the family group or any part of the family group, transfers him/her to another facility, or removes him/her from the United States. At all times, individuals comprising individual family units shall remain in the legal custody of ICE, irrespective of detention services provided by Service Provider.

iv. The Service Provider shall ensure that the family group(s) and its individual members follow an integrated and structured daily routine that shall include, but not be limited to the following services, which must be age appropriate in design and/or delivery: education, recreation, life skills, study period, counseling, group interaction, free time, access to legal services and access to space for religious services.

v. The Service Provider will allow weekday and weekend visitation and will ensure signs are posted at the facility clearly stating hours of visitation, which will be from 8AM – 8PM. Open movement by residents will be allowed between 8AM – 8 PM, and residents will be allowed free access to the indoor and outdoor recreation and other areas within their assigned neighborhood as well as the common areas of the facility. These common areas are located along the main facility corridor and include outdoor recreation areas, the gym, classrooms/computer lab, library, chapel, cafeteria, general store, barber/beauty grooming areas, and medical and dental clinics. 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.

vi. The daily routine will enhance programmatic supervision and accountability as well as encourage the development of individual and social responsibility on the part of each individual. Program rules and disciplinary procedures shall be written and/or translated into a language understood by the residents and appropriate for their level of development. These rules shall be provided to the residents and fully understood by all program staff.

vii. Program content and plans must accommodate individuals of all ages and abilities, in various stages of personal adjustment amid ICE administrative processing. Because of the variables and uncertainties inherent in each case, the length of care per resident will vary. Therefore, the Service Provider will design the program to provide a combination of short-term (up to 90 days) and long-term (90 days or more) care.

viii. Residents served by this contract are individuals who are alleged to be removable from the United States.

ix. The Service Provider shall implement and administer a case management system that tracks and monitors each resident on a regular basis, at a minimum of weekly, to ensure that he/she receives the full range of program services in an integrated and comprehensive manner.

x. Service Provider shall structure all programs and implement strategies designed to prevent escapes, unauthorized absence from the facility or its programs, and protect the safety and security of individuals housed at the Family Residential Center.

xi. ICE will work closely with the Service Provider in the administration of these programs in order to address the specific needs of these individuals and to ensure their care and protection is provided in a manner that meets the applicable law.

b) Program Services

The following is a description of program services the Service Provider is required to provide:

i. Care and Maintenance – Proper physical care, appropriate non-institutional clothing, personal hygiene items and hair care services, and remuneration for work shall be provided (outside of normal chores or responsibilities) in accordance with applicable law and the FRS. Hair care services will be made available to all residents on a regular basis and shampoo and hair conditioner will be made readily available to all residents. Items, including grooming items, are available for purchase at the commissary for a reasonable cost. Residents may have up to 10 sets of appropriate clothing to include their own personal clothing and additional facility-provided clothing as necessary; residents may retain their clothing in their rooms and all residents will be provided cold weather clothing as seasonally required. The Service provider will also comply with all applicable federal laws, DHS regulations, standards, settlement agreements, and court orders regarding special needs residents. Parents and/or legal guardians are expected to provide direct supervision of children while they are not in school or other organized activities. However, the Service Provider will provide a short-term childcare service for those instances in which a parent is attending court, meeting with a legal representative, participating in an administrative interview, or for other short term absences.

ii. ICE FRS Compliance- The Service Provider will maintain compliance with ICE FRS as published on the ICE website as of 8/28/2014 and allow DHS compliance inspectors free access to monitor compliance. The Service Provider will correct all identified deficiencies within 30 days unless otherwise agreed by ICE. The Service Provider will correct deficiencies determined to be Life, Health or Safety related immediately upon notice of deficiency.

iii. Medical/Mental Health/Dental Care – ICE retains the right to use a medical provider proposed by the Service Provider, another service provider of its own choice, or to use its own Medical Provider, as determined by IHSC. The Service Provider will provide a medical and dental facility adequately sized to the population of the Center and will provide all medical, dental, and mental health equipment and supplies. The Service Provider will maintain medical facilities and all medical equipment in good working condition and ensure adequate stocks of medical supplies are maintained. A detailed list of required medical equipment

and supplies is incorporated as an appendix to this agreement. The Service Provider will provide residents access to medical services in the medical facility 24 hours per day, 7 days per week, and will provide security staffing for the medical facility. The Service Provider shall provide twenty-four (24) hour transportation for off-site medical referrals.

All residential staff employed by the Service Provider shall meet the FRS requirements for First Aid and Medical Emergencies, including being trained initially and annually on how to respond to health-related emergencies, administering first aid and CPR, and obtaining emergency medical assistance.

iv. Case Management – Pursuant to the FRS Standard "Staff Hiring and Training" 5. Case Manager, paragraph 2, the Service Provider shall provide a lead case manager and additional case managers at a minimum ratio of 1 case manager for each 30 family units.

v. Communication- The Service Provider will provide residents information in a language or manner that the residents understand including through the use of interpretation and translation services. The Service Provider will generally provide Spanish translation of all written materials. Where practicable, the Service Provider will translate written material for other prevalent language groups in the population who have limited English proficiency. The Service Provider will provide oral interpretation or assistance to residents who speak a language for which there is no written translation and to residents who are illiterate.

Residents will have access to telephones for personal and legal phone calls. The ICE designated DTS Contractor shall be the exclusive provider of resident telephones for this facility. 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 resident telephones.

The Service Provider shall inspect telephones for serviceability. The Service Provider shall notify the COR or ICE designee of any inoperable telephones.

Attorneys will be able to leave messages for residents who will be permitted to return the call.

In addition to compliance with the above listed requirements, the Service Provider will also be required to comply with the following:

vi. Acculturation/Adaptation – The Service Provider shall provide a program, which includes, but is not limited to, information regarding personal health and hygiene, and the development of social and inter- personal skills, which contribute to those abilities necessary to live independently and responsibly. As described in the Service Provider's response to the ICE RFI dated 8/7/2014, these programs will be delivered during the initial orientation and will be staff facilitated and delivered through the use of signage, lecture, and written materials. The social and inter-personal skills program will also be delivered on an on-going basis by the unit management teams. With regard to personal health and hygiene the following topics will be addressed:

- How to access and utilize running water with clarification as to hot/cold water spigots
- Use of wash cloths and towels while bathing
- Access and proper use of toilets
- The purpose and proper use of toilet tissue
- Access and proper use of clothes washers and dryers
- Access and use of feminine products as well as proper disposal
- Purpose and placement of trash receptacles
- How to properly utilize and dispose of disposable diapers for small children
- How to properly handle or dispose of materials soiled
- Dental care tips and techniques to include the use of tooth brushes, toothpaste, and dental floss
- Access and use of first aid items such as bandages
- How to access medical and dental care

The human sexuality program will be delivered using the same formats as those described above. Topics include:

- PREA reporting and compliance
- Overview of US laws related to sexual violence and how to report
- Sexual education programming targeted to adolescent youth
- Resident rights/coercion awareness
- Women's/Men's Physiology
- Sexually transmitted diseases/awareness and prevention
- Relationship skills

The social and inter-personal skills program will be delivered using:

- Family & group interaction
- Self-awareness/self esteem
- Communication skills – assertiveness, limit setting, appropriateness
- Effective speaking
- Active listening
- Reflecting
- Clarifying
- Decision making
- Problem solving

vii. Juvenile Education

1. Educational services appropriate to the level of development and communication skills are to be made available to all juveniles in accordance with existing applicable State and federal regulations. Service Provider shall provide an education program in a structured classroom setting, Monday through Friday modeled after a year-round program. The Service Provider will conduct an Individual Assessment of all school age children to determine Special Needs and Initial Educational Placement. Daily lessons will include a minimum of one (1) hour of daily instruction in each of the following core subjects: Science, Social Studies, Math, Language Arts (Reading/Writing), and Physical Education. A secondary focus of the education program will be English as a Second Language (ESL). Children will not be awakened prior to 6:30 AM on schooldays and school start times, break times, and end times must adequately consider the meal schedules to ensure children are able to have meals with their family. The Service Provider will provide a detailed schedule that represents the amount of daily hours each school age child will receive on an average school day. The Service Provider will provide a structured, grade level appropriate juvenile education program for children ages four and above regardless of disabilities or special needs. Teaching staff is required to be bilingual in the predominately spoken language of residents when the teacher is hired. Teachers must also be ESL certified, or enrolled in an ESL Certification program. As it is expected that Spanish will be the predominant language, the Service Provider shall provide Spanish-speaking teachers/ aides to accommodate the student population as needed. Telephonic interpretation services shall be made available in each classroom to accommodate the diverse needs of the multi-lingual student population. The educational program shall meet or exceed respective State guidelines and requirements and shall meet all benchmarks as required by the U.S. Department of Education. The Service Provider will provide all educational material and school supplies required for the program in English and Spanish. The Service Provider will ensure full compliance with the FRS Education Standard within 7 days of facility operations.

2. All teachers shall be certified or licensed by the respective State Department of Education or equivalent government-licensing agency. The student/teacher ratio shall not exceed 20:1 and shall comply with State education regulations and policy and FRS requirements.

3. All children with disabilities who need special education and related services will be identified, evaluated, and referred to an appropriate agency for intervention and services, in accordance with the Individuals with Disabilities Education Improvement Act of 2004, Title 20 U.S.C. § 1400, *et seq.,* and any subsequent amendments to the statute.

4. Upon transfer or discharge from the program, each juvenile shall be provided with proof of attendance; copies of assessments and transcripts will be made available upon request.

5. At least four educational field trips per year per grade cluster will be provided.

viii. Recreation and Leisure Time – The Service Provider shall provide separate spaces for indoor and outdoor gender- and age-appropriate recreational activities in sufficient numbers and of sufficient size to accommodate the expected population within the facility and ensure availability to all residents. Residents will have indoor recreation space in their living units and space in larger housing units for group gathering. The Service Provider must take into consideration the recreation and leisure time provisions of the FRS and the *Flores v. Reno* Settlement Agreement, including provisions for a designated physical education instructor and structured physical activities (e.g., organized sports, dance, arts and crafts) when the children are not in school. Movie Nights must occur at least once per week and the gymnasiums must be sized to adequately accommodate large groups for the Movie Nights.

As described in the Service Provider's 8/1/2014 "Response to IGSA and Statement of Work," the ICE RFI dated 8/7/2014 and in the Service Provider's Site Layout diagram:

1. Dedicated recreation centers contain multiple children's playscapes consisting of play sets surrounded by rubberized ground covering, with an adjacent covered pavilion, a grass soccer field, handball court, volleyball court, basketball court and enclosed gymnasiums. Covered pavilions shall include seating areas and landscaping such as potted plants.
2. The Recreation Supervisor will be charged with developing a comprehensive activities program that addresses all ages and genders and/or designed for those that have special needs or disabilities. Some of the activities will be aerobic training such as Zumba, or Pilates, while others will be more active and competitive such as intra-mural sports for both male, female, and mixed. Additional specific offerings that will be provided include mini-hoops basketball, whiffle ball, kick ball, soccer, volleyball, horseshoes, arts and crafts, table games, television, leisure library and green space. Schedules of recreational activities and upcoming tournaments will be posted.
3. Consistent with the FRS, board games, television, and other sedentary recreation activities to include reading and card games will be provided. There is both passive (quiet) and active recreation space provided in each housing unit. In addition, there is room within each apartment for family based activity and study.

ix. Library Services – The Service Provider shall make Leisure and Law Library facilities and services available to all residents. Reading material should reflect diverse languages and interests and be appropriate for various levels of literacy. Library holdings should strive to meet the Department of Education's Blue Ribbon School Program's best practices library benchmark, as detailed in the FRS. The library's holdings shall include at a minimum 10 books per resident. The Service Provider will provide sufficient space and equipment for the Libraries to accommodate the expected population size of the facility and ensure

availability to all residents. The Service Provider must provide a Computer Lab with adequate computers to meet the population's needs. The computers must have limited Internet browser capability as approved by ICE and the facility may employ web-filtering software and web-monitoring software and require residents to follow a computer access policy. An adequate number of computers, with limited Internet browser capabilities, will be provided in the Leisure Library. The Law Library space must contain an adequate number of computers with legal materials explaining United States immigration law and procedures. Residents will be provided thumb drives as a means of saving and maintaining legal documents. The Law Library must have a copier to allow residents access to copy legal materials. ICE will supply all necessary legal materials on CD-ROM for placement on all computers. The Libraries must meet the requirements of the FRS.

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. ICE will provide religious programming in compliance with the FRS. The Service Provider's compliance with the FRS standard on Religious Practices is amended to the extent that ICE will be providing for religious services programming.

xi. Assignment of Individual Chores – The Service Provider shall develop written procedures regarding chores or vocational assignments and associated schedules. Consideration shall be given to the fact that residents are not required to participate in uncompensated work assignments unless the work involves light housekeeping of personal areas or personal hygiene needs and the need to maintain parental supervision of their children while residing at the Center. Assignments of Individual Chores will comply with the requirements of the FRS.

xii. Voluntary Work Program - The Service Provider should establish a Voluntary Work Program with provisions to pay eligible adult residents who volunteer to perform paid work assignments. The program must comply with the requirements of the FRS. The Voluntary Work Program prohibits the use of detainee workers to perform work contracted for by the Service Provider.

xiii. Food Services – Meal programs shall incorporate a meal service that promotes cultural diversity, family unity needs, and accommodates children of all ages, including infants and toddlers. The Food Services will take into consideration a variety of types of meals and meal service, including but not limited to, cafeteria style with access to salad bars and drink service that should be self-service, if possible. Menus should be revised regularly considering palatability and variety, with consideration given to both family- and child- friendly meals that promote healthy eating while allowing parental responsibility in selection and delivery. Meat based courses will be available at every meal and condiments must be readily available. The Service Provider will prepare daily menus to include special diet menus, such as medically directed, vegetarian, and religious options. The Service Provider will also provide access in the housing units to beverages, including milk, fruit, and a rotation of healthy snacks, which will be stocked at

least twice daily and will be accessible at all times to residents. Food and formula for infants and toddlers will be stored in each housing unit and provided by Service Provider staff. The Service Provider will provide hand cleaning options at the Dining Facility entrance and all residents will be required to clean their hands prior to each meal. On Saturday and Sunday as the first of three meals, the meal schedule should provide a Continental- style Breakfast/Brunch, with extended hours, as there is no set wakeup time on Saturday and Sunday and the morning meal service must allow for flexible wakeup times. The Service Provider should implement an electronic mechanism to capture feeding information, (i.e. a swipe card-type system that the resident uses to swipe an ID card on a scanner when entering the dining facility that captures the name of the resident and dining times when resident has eaten). This will help to identify potential "hunger strikers" or children who are not eating for unknown reasons, which could be a potential health concern. The Food Service must comply with the requirements of the FRS, including the restriction on any limitations on total time allowed to complete meals.

As described in the Service Provider's response to the ICE RFI dated 8/7/2014, the menu will meet the requirements of the National Academy of Science and FRS based on age groups. The base menu will be based on the demographics of the residents. In addition, alternate entrees will be available for each meal that are considered child friendly options. There will be no established maximum amount of time for residents to dine. School age children will be dismissed to eat lunch during the normal meal period.

To satellite feed residents located in areas that prevent access to the dining facility, the Service Provider will send meals to those areas in insulated trays. Sack lunches will be provided to ensure transport feeding requirements are met.

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.

xiv. Language Access – The Service Provider is responsible for providing meaningful access to all programs and services (e.g. medical, intake, classification, sexual assault reporting) for individuals with limited English proficiency. This should be accomplished through professional interpretation and translation or qualified bilingual personnel for necessary communication with residents who do not speak or understand English. Oral interpretation should be provided for residents who are illiterate. Other than in emergencies, and even then only for that period of time before appropriate language services can be procured, residents shall not be used for interpretation or translation services. The Service Provider should utilize commercial phone language interpretive services to ensure fulfillment of this requirement. Telephones that can be used for this purpose must be available in each classroom.

It is the obligation of the service provider that residents with disabilities (e.g. physical, mental, intellectual, developmental) are housed/served in the least restrictive environment and that reasonable modifications be provided to allow

individuals with disabilities to have equal opportunity to participate in programs and services. The Service Provider will use auxiliary aids and necessary assistive devices for residents who because of a disability need additional communication support.

xv. Linens and Bedding –All linens, bedding and mattresses shall be provided and cleaned by the Service Provider in accordance with the FRS. The mattresses should be at least 4" in thickness. If 4" mattresses are not available residents who express discomfort with their beds may have access to two 3" mattresses. The material of these items shall be fire-retardant.

xvi. Daily Program Activity Schedule – The Service Provider shall develop a weekly schedule of all program activities. The schedule shall show on a daily basis (Sunday-Saturday) the activities, location, supervisor, and any limitations on the number of participants. The facility Program Director shall review the activity schedule and forward to JFRMU for approval.

xvii. Housing Units – In addition to the specifications provided in the Service Provider's diagrams dated 9/12/2014, housing units will include the following characteristics:

1. Elevated corridors – the central corridor between living spaces in each housing unit will be elevated from end to end at the level of the door thresholds into the living spaces.
2. Refrigerator – Each housing unit will have at least one industrial/commercial-sized refrigerator, capable of serving the population, and an ice machine if ice is not provided via the refrigerator.
3. Living Units – Each 12-person living unit will be equipped with a sink, a television, individual storage lockers, common storage space, and a telephone, in addition to the furniture and spatial layout depicted in the Service Provider's diagrams dated 9/12/2014. Telephones will be installed and maintained by the ICE DTS. Hospital-style pull curtains will provide partial obscurity to the bedroom area to ensure privacy for residents changing clothes.
4. Television Programming: The television service provider's channel package must include English and Spanish music and television programming and may include a channel dedicated to facility programming, such as activity schedules, Know Your Rights presentations, and legal orientation presentations.

xviii. Remote Custody and Transportation Services - The Service Provider shall provide policy and procedures on remote custody and transportation services for approval by the CO.

1. Remote Custody Services

    a. The Service Provider shall provide, at the direction of the COR, remote custody services, as may be required, on a 24/7 basis. The Service Provider shall be reimbursed for these services only when the

COR. directs such services. The Service Provider shall not abandon any facility assignment to perform remote custody services.

b. Duties and responsibilities of this function shall be to remain with residents at off-site medically related appointments and health care facilities where the resident has been admitted, or at other locations as directed in writing by the COR.

c. The Service Provider shall be authorized one facility staff person of the same gender as the resident for each such remote custody service, unless at the direction of the COR, additional facility staff persons are required.

2. Transportation Services

i. The Service Provider shall provide transportation services as may be required to transport residents securely, in a timely manner, to locations as directed by the COR and in compliance with the FRS.

ii. The Service Provider shall perform transportation as needed, using two (2) staff persons per run, one (1) of which must be the same gender as the transported resident.

iii. The Service Provider shall furnish sufficient vehicles in good repair and suitable, as approved by the ICE, to safely provide the required transportation service. The Service Provider shall not allow employees to use their privately owned vehicles to transport residents.

iv. Transportation routes and scheduling shall be accomplished in the most economical manner as approved by the COR.

v. The Service Provider personnel provided for the above transportation services shall be of the same qualifications, receive the same training, and complete the same security clearances as those Service Provider personnel provided for in the other areas of the Agreement.

vi. The Service Provider shall provide transportations services for off-site medical appointments, emergency medical care, and other locations upon order of the COR, or upon his/her own decision in an urgent medical situation. The Service Provider shall keep the resident under constant supervision 24 hours per day until the resident is ordered released from the hospital, returned to the facility, or at the order of the COR.

vii. No security screens, bars or other "cage" type equipment will be utilized in these vehicles. Windows and doors should be secured to prevent opening and closing from within the passenger compartment. Additionally, to every extent possible, commercial seating rather than institutional seating will be used and the passenger compartment must be equipped to support infant and child safety seats secured in a fashion recommended by the manufacturer of the seat and the vehicle. Industry approved infant and child safety seats shall be furnished by the service provider and maintained in accordance with industry standards.

xix. Rights of Residents

1. Each resident is to enjoy all rights as indicated in the FRS which shall include but are not limited to:
   a. Residents will not be referred to as "prisoners" or "inmates".
   b. No mandatory Head Counts; the Service Provider must develop a self-check system acceptable to the agency and allow residents to self-check in with designated staff three times per day.
   c. Residents maintain parental rights over their children;
   d. Residents may wear their own clothes, when available and appropriate;
   e. Residents will be provided with a private space in the residential facility for the storage of personal belongings; children will be provided age-appropriate toys, such as stuffed animals, paper, pens, pencils, crayons, toys, and books for communal and personal use; when necessary, communal toys may be removed from resident rooms after8PM; however, children shall be permitted to keep personal toys and books overnight.
   f. Residents may talk privately on the phone in accordance with the FRS and State regulations; if phone monitoring is employed, phone calls of children will not be monitored in real-time, or subsequently, without individualized suspicion, but the facility may log phone calls placed by children.
   g. Televisions and TV service will be provided in each room or Dorm Common Spaces to allow residents the ability to view television programs in both English and Spanish.
   h. The Service Provider must provide adequate music devices or alternative solutions acceptable to ICE which provide residents with the ability to hear music of their choice in their native language and/or English during the appropriate hours.
   i. Residents may visit privately with legal counsel in accordance with the FRS;
   j. Residents may visit socially as permitted by the FRS;
   k. Residents may receive and send mail in accordance with the FRS; and
   l. Residents may access space reasonably available for religious services.
   m. The Service Provider shall establish a policy and procedure that shall provide each resident freedom from discrimination based on race, religion, national origin, sex, handicap, or political beliefs, and ensures equal access to various services and work assignments, as appropriate.
   n. The Service Provider will establish a grievance/complaint/suggestion system for residents with issues or concerns.
   o. The Service Provider shall ensure that all residents have equal opportunities to participate in activities and receive services offered by the Service Provider.

5. Program Management

a) Organizational Structure and Coordination

i. The Service Provider shall prepare and submit all policies, plans and procedures required by this SOW and the FRS to ICE for review and approval prior to implementation. The Service Provider shall provide a system that ensures all written policies, plans and procedures are reviewed at least annually and updated as necessary. The Service Provider shall provide written certification that they conducted the reviews on schedule. No policy, plan, procedure, or any changes under this SOW shall be implemented prior to the written approval of the COR.

ii. Service Provider shall have operative plans that identify organizational structures, lines of authority and lines of responsibility for the Service provider staff. Service Provider shall also maintain and administer comprehensive plans that facilitate and enhance intra-program and intra-organizational (if appropriate) communication. At a minimum, the Service Provider must ensure weekly staff meetings to discuss individual service plans, progress and daily schedules. Service Provider shall maintain working relationships and liaison with appropriate community organizations and ICE. The Service Provider shall have established policy and procedure in place to provide for shift briefings. The purpose of these structured briefings is to afford staff a pre-scheduled and structured opportunity to pass critical information from one shift to the next.

iii. Service Provider shall identify measures it will take or has taken to assure and maintain community receptivity and support and/or reduce community opposition to the program.

iv. The Service Provider shall comply with the requirements applicable to detention facilities contained in Subpart A of the 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 Appendix D."

b) Media and Organizational Inquiries –

The Service Provider shall refer all media inquiries to JFRMU for approval. The Service Provider shall not provide any information to the press concerning this contract without prior approval from the ICE PAO. The Service Provider shall immediately notify the ICE PAO of any media or other organizational inquiries.

c) Personnel/Staffing:

The Service Provider shall obtain prior written concurrence from the ICE CO prior to the hire of any key personnel, the Service Provider shall submit to JFRMU, Field Office Director , and the CO a request for the review and approval of the job description, resume, cover letter, application, and any other applicable documents.

i. The following is a list of Key Personnel: Program Director, Assistant Program Director (if applicable), and Lead Case Manager.

ii. Prior to any employee performing duties under this contract, the Service Provider shall compile all documents and certifications which demonstrate the employees' compliance with the terms and conditions for employment as required by this contract and provide them to the COR. The Service Provider shall obtain written

confirmation from the COR prior to assignment of duties that each proposed employee meets all license, certification, or other contractual prerequisites applicable to the employee's respective position. Staff hiring shall be in compliance with applicable FRS.

iii. The Service Provider must require all potential employees to complete and submit to OPR PSU the security application, to include fingerprinting, within 72 hours of eQip Initiation to ensure expedited processing by ICE.

d) Maintaining Staffing Levels:

i. At all times, the Service Provider shall maintain appropriate staffing levels to fully satisfy all requirements of this agreement. Notwithstanding any other provisions of this agreement and once the facility is fully ramped, the Services Provider shall at all times maintain staffing levels of at least 95 percent of the levels represented in its proposal as measured in terms of number, type, and distribution. To obtain approval of staffing levels below 95 percent, the Service Provider shall submit written requests to change the number, type and/or distribution of staff described in the staffing plan to the CO, through the COR, for approval prior to implementation. The Government may grant approval for reduced staffing levels or withhold such approval at its sole discretion taking into account only its own needs and interests.

ii. Each month, the contractor shall submit to the COR the current average monthly vacancy rate, and indicate any individual positions that have been vacant more than 120 days, or any position categories (such as resident supervisors) that have gone for more than 120 days without being fully staffed. Failure to fill any individual position or position category within 120 days of the vacancy may result in a deduction from the monthly invoice, if the vacancy in combination with other vacancies regardless of duration bring staffing levels below 95 percent. The Government may calculate the deduction retroactive to day one of the vacancy. The period covered by the calculated deduction will conclude on the day approval is granted for reduced staffing levels, if it is granted or the day monthly average staffing exceeds 95 percent if no approval is granted for reduced staffing levels. The period for which a deduction is calculated will exclude the time during which a request for conditional approval was pending, provided the pending request is ultimately granted. No deduction shall apply during any period that the Service Provider documents that a vacant position is covered through the use of overtime, contract staff or otherwise.

iii. The amount of the deduction for each day of the vacancy shall be the amount equivalent to the labor cost of the position if it had been occupied. The calculation of labor costs shall be based on the cost data the Service Provider has submitted to ICE prior to the execution of this agreement, including projected wages, benefits, and per diem payments for food and lodging, and the share of any other profit proportionally attributable to that position in the price proposal.

e) Service Provider shall ensure:

i. One person is identifiably responsible for the entire program and its outcomes;

ii. Staff person(s) is identifiably responsible for the overall coordination of services including the individual service plans and the case management activities;

iii. Clear lines of authority and responsibility;

iv. Professional staff are available to provide program services according to State standards;
v. Staff is available to provide structure and to coordinate and deliver all services required of the program;
vi. All staff responsible for the direct supervision of residents shall comply with the employee educational and/or experience levels that are commensurate with State standards;
vii. Staffing ratio is to be maintained at the level set by the applicable state licensing requirements for the population being supervised;
viii. All movement and activity of residents throughout the facility is supervised by staff who are responsible for the direct supervision of residents;
ix. Staffing ratios are maintained everywhere in the facility, e.g., when in recreation or dining. At no time shall there be all male or all female staff on duty. Staffing shall consist of appropriate male/female staff in accordance with the population to allow the accomplishment of the facility's goal;
x. Staff training shall be in accordance with State standards and shall meet minimum requirements of the FRS. The Service Provider shall submit a training policy and procedure including the standards to the COR. The Service Provider will provide ICE certification of employee training/refresher training annually. Staff is prohibited from providing any legal advice or counsel to residents in care, and is expressly prohibited from hindering or interfering with a resident's custody arrangements or in the execution of final removal orders.

f) Service Provider Employee Conduct:

The Service Provider shall develop for its employees standards of employee conduct and specific disciplinary actions that are consistent with the Federal Employee Responsibilities and Conduct, 5 CFR Part 735. The Service Provider shall hold its employees accountable for their conduct based on these standards, which are not restricted to, but must include:

i. Service Provider staff shall not display favoritism or preferential treatment to one resident, or group of residents, over another.
ii. No Service Provider employee may deal with any resident except in a relationship that will support the approved goals of the facility. Specifically, staff members must never accept for themselves or any members of their family, any personal (tangible or intangible) gift, favor or service, from any resident or from any resident's family or close associate, no matter how trivial the gift or service may seem, for themselves or any members of their family. All staff members are required to report to the facility director any violation or attempted violation of these restrictions. In addition, no staff shall give any gift, favors, or service to residents, their family or close associates.
iii. No Service Provider employee shall enter into any business relationship with residents or their families (e.g. selling, buying or trading personal property).
iv. No employee shall have any outside or social contact (other than incidental contact) with any resident (past or present), his/her family, or close associates.
v. The Service Provider shall report all violations or attempted violations of the Standards of Conduct or any criminal activity to the COR. Violations may result

in employee dismissal by the Service Provider or at the discretion of ICE. Failure on the part of the Service Provider to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Service Provider to appropriate action up to and including termination of the contract for default.

vi. The Service Provider shall provide all employees with a copy of the Service Provider's Standards of Conduct. All employees must certify in writing that they have read and understood the Service Provider's Standards of Conduct. A record of this certificate must be provided to the COR prior to the employee's beginning work under this contract.

g) Education and Background Requirements:

Education and Experience - at minimum, Service Provider employees shall possess a high school diploma or GED certificate and have at least two (2) years of experience that demonstrates the following:

i. The ability to greet and deal tactfully with the general public.
ii. A clear capability of understanding and applying written and verbal orders, rules and regulations. All personnel shall be literate to the extent of being able to read and interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports which contain the informational value required by such directives.
iii. Each employee shall possess good judgment, courage, alertness, an even temperament, and render satisfactory performance by conscientiously acquiring a good working knowledge of his/her position responsibilities.
iv. The ability to maintain poise and self-control during situations that involve mental stress; this entails being able to withstand the accompanying excitement of fires, explosions, civil disturbances, and building evacuations.
v. The Service Provider is responsible for reviewing the standard for hiring and training and for meeting the criteria set under that standard for the various positions identified. The Service Provider will require current staff to self-report any arrests in a timely manner.

h) Employee Health:

Employee health files for each employee must be maintained on site, in a locked cabinet by the Health Services Administrator or the employer's designee. Health files are maintained in accordance with DHS and ICE Privacy Policies and the Privacy Act of 1974 and contain the following documents:

- Initial and annual TB infection screening results
- Vaccination records including results, titers, and Immunization Declination Form(s)
- OSHA 301 Incident forms
- Blood borne pathogen exposure documentation
- Annual respirator medical clearance
- Fit test results
- Other employee health documents

The Service Provider may initiate employment of an individual who has initiated the required vaccines and the individual may be hired and begin performing work on the contract as long as they meet all subsequent booster dates until fully vaccinated.

All contract personnel must provide documentation regarding the following:

1. History of testing for tuberculosis (TB) within the last 12 months:

    a. Chest x-ray if employee has a history of LTBI, treatment history for LTBI or TB disease, if applicable;

    b. Additionally, on an annual basis and at own expense, contractor shall provide a current TST or IGRA test result if the employee previously tested negative for LTBI, evaluation for TB symptoms if the employee previously tested positive for LTBI, and follow up as appropriate in accordance with Centers for Disease Control and Prevention (CDC) guidelines.

2. Hepatitis B

    The Occupational Safety and Health Administration (OSHA) Blood borne pathogens (BBP) Standard requires employers to provide employees at risk of occupational exposure to blood and other potentially infectious material (OPIM) with the Hepatitis B vaccination series. Health staff must do one of the following:

    a. Complete the Hepatitis B vaccination series; and provide documentation of the vaccination series or titer results that confirm immunity to HBV; or

    b. Refuse the vaccination series for medical reasons and complete the Immunization Declination Form.

Highly recommended vaccinations for custody staff in the detention environment; Custody workers are considered to be at significant risk for acquiring or transmitting Hepatitis B, measles, mumps, rubella, varicella and seasonal influenza. All of these diseases are vaccine-preventable. Therefore, the following vaccinations are highly recommended for custody staff. If staff decline or refuse any of these recommended vaccines, an Immunization Declination Form is required.

- Hepatitis A
- Hepatitis B
- Varicella
- Measles, Mumps, Rubella (MMR)
- Diphtheria, tetanus, a-cellular pertussis (DTAP)
- Annual seasonal influenza

Custody staff will provide immunization documentation or titer results to the Health Services Administrator or the employer's designee for placement in the employee health file. : CDCs Immunization of Health-Care Workers: Recommendations of the Advisory Committee on Immunization Practices (ACIP) and the Hospital Infection Control Practices Advisory Committee (HICPAC)

i) <u>Removal from Duty:</u>

i. The Service Provider shall immediately notify the COR in writing when learning of

any adverse or disqualifying information on any employee. If the CO or COR receives disqualifying information on a Service Provider employee, he/she shall direct that the Service Provider immediately remove the employee from performing duties under this contract or any other ICE contract. The Service Provider must comply with all such directions. Disqualifying information includes but is not limited to:

- Conviction of a felony, a crime of violence, a serious misdemeanor or any child related violation;
- Possessing a record of arrests for continuing offenses;
- Arrests for any sexual or child related violations; and
- Falsification of information entered on suitability forms.

ii. ICE may direct that the Service Provider immediately remove from assignment to this Agreement any employee(s) who has/have been disqualified for either security reasons or for being unfit to perform their required duties as determined by the COR or CO. The Service Provider shall immediately notify the COR in writing when the employee is removed from duty. The Service Provider shall comply with this direction. A determination of being unfit for duty may be made from, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

1. Neglect of duty, including sleeping while on duty, loafing, and unreasonable delays of failures to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the security program at the work sites.
2. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
3. Theft, vandalism, immoral conduct, or any other criminal actions.
4. Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects.
5. Unethical or improper use of official authority or credentials.
6. Unauthorized use of communication equipment or Government property.
7. Violations of security procedures or regulations.
8. Recurring tardiness
9. Possession of alcohol or illegal substances while on duty.
10. Providing alcohol, illegal substances, or any items not normally provided by ICE or the Service Provider to the residents.
11. Allegations of misconduct related to resident care or custody.
12. Undue fraternization with residents as determined by the COR.
13. Repeated failure to comply with visitor procedures as determined by the COR.
14. Performance, as determined by investigation by the CO, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or common sense resulting in, or contributing to, a resident escape.
15. Failure to maintain acceptable levels of proficiency or fulfill training requirements.

iii. The Service Provider shall not assign nor permit any employee to work under this contract more than a total of 12 hours of any 24-hour period. This shall include time employed not within the scope of this contract. All employees shall have a continuous eight (8) hour rest period within each twenty-four (24) hour period. Should situations arise where an employee is required for more than 12 hours, the Service Provider shall obtain prior approval from the COR. Exceptions shall only be granted on a case-by-case basis dependent upon the situation.

iv. The Service Provider shall immediately notify the COR in writing of any employee(s) terminations, suspensions, resignations, or any other adverse personnel actions taken for any reason.

v. The Service Provider is responsible for its employees having identification credentials/badge in their possession at all times while performing under this contract. The identification credential / badge will be provided by ICE OPR Security Division in the form of an HSPD-12 PIV Card or ICE formatted Facility Access Card which will integrate into the site's physical security access control as part of the security management system.

j) Physical Facility Plant:

i. The final facility drawings attached as an appendix reflect the Service Provider's commitments to ICE regarding the details of the site layout, the structures, and the internal spaces at the facility, and they shall be binding absent mutually agreed upon changes; the plans may not be changed without prior written approval from the CO.

ii. Program services shall be provided in the least restrictive environment appropriate to the population and administered in a culturally sensitive manner. Service Provider shall affirmatively demonstrate through appropriate documentation that all facilities meet all applicable State licensing requirements for residential childcare facilities and adult shelter care facilities, and shall not make changes to the attached approved plans without prior written approval from the CO.

iii. The Service Provider shall provide regular and effective monitoring, and shall ensure that all residents are provided housing which meets or exceeds the minimum design standards described in this document and detailed in the attached approved plans. State-licensing guidelines provide ample instruction on space, privacy, fire, safety, and sanitation requirements. State licensing standards shall be made part of the record submitted by the Service Provider to ICE. The Service Provider shall provide a copy of all State issued reports on the facility to the ICE CO.

iv. The Service Provider shall have a daily housekeeping plan for the facility's physical plant. The Service Provider shall make arrangements and be responsible for periodic scheduled cleaning of floors, windows, furnishings, fixtures, and grounds necessary to conform to the applicable health and sanitary requirements. Toys, playground equipment, and other items used by children will be included in cleaning routines to ensure a hygienic environment for residents. All facility maintenance, including janitorial service, is the responsibility of the Service Provider. Service Provider shall supply the COR with a copy of the housekeeping plan.

v. The Service Provider shall comply with the attached final site design that includes

ample space and accommodations for all facilities and services required based on meetings between the Service Provider and ICE and resulting in the attached final site design. This design shall not be changed without prior written approval from the CO. Furnishings will be non-institutional to the extent possible. Bathroom sinks and toilets shall be residential grade material.

vi. The Service Provider will install a 24'x60' double wide trailer as the Lobby/Check-In in addition to the site work, plumbing and electrical.

vii. The Service Provider will install a non-institutional Perimeter Fence that is 12' in height, with privacy screening that is 8' in height, for Phase 2.

viii. The Service Provider shall not change or modify any drawings, schedules, specifications, or documentation provided under the solicitation/contract, without prior written direction or approval of the CO. The Service Provider shall provide a complete permit set, concurrent with its submission to local government entities for approval, that demonstrates compliance with the attached final design and any approved changes thereto.

k) Emergency and Safety Requirements:

i. The facility shall comply with all applicable federal, state and municipal sanitation, safety and health codes and the applicable FRS. The Service Provider shall provide copies of the certificate(s) which document the compliance with these codes to the COR prior to occupancy.

ii. The Service Provider shall provide written policy and procedure to the COR which specify the facility's locally approved fire prevention plan and procedures to ensure the safety of staff, residents and visitors in compliance with the applicable FRS. ICE may perform inspections as deemed necessary to assure compliance with all health, safety and emergency procedures.

iii. The Service Provider shall assure that the facility is a tobacco free environment.

iv. The Service Provider shall prepare emergency plans in compliance with the FRS. All emergency plans require approval by the FOD and JFRMU and must be reviewed and updated annually.

v. The Service Provider shall ensure that the facility has the fully functional equipment necessary to ensure automatic transfer of services for essential lights, power and communications in an emergency.

vi. The Service Provider shall ensure that the interior finishing materials in living areas, exit areas and places of public assembly conform to recognized national safety codes.

vii. Children under 10 years of age shall not be permitted in upper bunks of any bunk beds. All bunks shall be equipped with safety rails and ladders.

viii. All electrical receptacle outlets shall be protected by electrical safety devices such as surge protectors, switches, or covers.

ix. All areas off-limits to residents must be locked when not in use.

l) Program Reporting Requirements:

i. Monthly Program Progress Reports are due the fifth workday after the end of each month. These reports shall, at a minimum, provide information regarding adjustments, and progress made toward meeting the specific goals and objectives of the contract. The Monthly Program Progress Report shall include, but is not limited

to, information describing a chronological listing of all residents, which includes name, alien control number, date of admission, end of month status, and date of discharge.

ii. The Service Provider, upon discovery, shall immediately notify the applicable JFRMU coordinator and local ICE supervisor in charge of the facility verbally as per ICE Significant Event Reporting requirements and follow up in writing within 24 hours with a complete written report of any change in the status or condition of any resident in care including the following:

1. Any unauthorized absence of the resident;
2. Contacts or threats by individuals believed to represent alien smuggling syndicates or organized crime;
3. Pregnancy of the resident;
4. Childbirth by the resident;
5. Hospitalization of, serious illness of, or serious injury to the resident;
6. Suicide or attempted suicide by the resident;
7. Allegation of physical or sexual assault of a resident
8. Escape or attempted escape by the resident;
9. Death of the resident;
10. Hunger strike by the resident(s);
11. Arrest and/or incarceration of the resident;
12. Commission of a major program offense;
13. Any abuse, neglect, or staff misconduct dealing with a resident; and
14. Unauthorized correspondence and/or contact with a resident (past or present).

iii. Procedures for reporting escapes or other unauthorized absences are as follows:

1. Immediately report to local law enforcement authorities; and
2. Immediately report to the appropriate JFRMU coordinator and local ICE supervisor in charge of the facility;
3. Information reported will include:

a. Name and alien registration number of resident(s);
b. Physical description of individual(s)
c. Time of incident;
d. What occurred;
e. Any known calls or contacts made by resident prior to escape;
f. Name, address, phone number of family;
g. Information regarding unusual behavior;
h. Any reasons to believe that escape was involuntary; and
i. Other law agencies notified and point(s) of contact.

m) Record Retention:

i. The Service Provider shall provide written plans, policies and procedures that describe the format and reporting criteria for all records and reports in compliance with applicable FRS. The Service Provider shall maintain all logs and records required to operate and document both the operational and personnel aspects of the facility and to comply with the requirements of this contract. ICE officials and FRS

compliance inspection personnel shall have the right to inspect any and all records, upon demand, at any time during the term of the contract or thereafter as specified below. All reporting requirements contained within this contract shall comply with this paragraph.

ii. The Service Provider shall not destroy or alter with intent to deceive any logs/records pertaining to this contract in compliance with applicable FRS. At the completion of termination of this contract, the Service Provider shall turn over all remaining logs and records as directed by the CO.

n) ICE Coordination:

i. ICE will be involved in the programmatic development and on-going activities proposed and agreed upon in this contract. ICE will monitor and evaluate the provision of services; establish mechanisms to facilitate the referral and assignment of juveniles and family groups to the Service Provider for purposes of shelter care and other related services and provide consultation regarding programmatic issues or concerns, as needed.

ii. At time of placement in facility, ICE will provide the Service Provider with appropriate available alien documentation.

Appendix A
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 resident 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 ICE Family Residential Standards (FRS). 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 Representative (COR): The COR 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 COR. 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 FRS at http://www.ice.gov/detention-standards/family-residential/ 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, which are developed by the Service Provider and incorporated into the QCP.

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 COR 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 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 COR 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 FRS; 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 COR 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 residents.

5.1 Documentation Requirements: The Service Provider shall develop and maintain all documentation as prescribed in the FRS (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 resident 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 withholding or deduction exceed 100% of the invoice amount.

8. NOTIFICATIONS

(a) Based on the inspection of the Service Provider's performance, the COR 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 COR 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 COR reviews the Service Provider's response to the CDR including its planned remedy or corrective action taken, the COR 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 COR, 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: hospitalization of, serious illness of, or serious injury to the resident; any unauthorized absence of a resident; pregnancy of a resident; childbirth of a resident; any abuse, neglect, or staff misconduct dealing with a resident; allegation of physical or sexual assault of a resident; staff use of force including use of lethal and less-lethal force (includes residents in restraints more than eight hours); fights resulting in injuries requiring medical attention; fires; escape or attempted escape; suicide attempts; deaths; declared or non-declared hunger strikes; arrest and/or incarceration of a resident; contacts or threats by individuals believed to represent alien smuggling syndicates or organized crime; commission of a major program offense; unauthorized correspondence and/or contact with a resident (past or present); adverse incidents that attract unusual interest or significant publicity; and adverse weather (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes). Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.

(d) If the COR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COR'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 COR may re-inspect the Facility. Based upon the COR'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 COR will maintain a record of all open and resolved CDRs.

9. RESIDENT OR MEMBER OF THE PUBLIC COMPLAINTS

The resident and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COR 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 COR to address. The Service Provider shall submit documentation to the COR 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 COR.

10. ATTACHMENTS

A. Performance Requirements Summary

B. Contract Discrepancy Report

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (FRS)	WITHHOLDING CRITERIA
Safety (15%) Addresses a safe work environment for staff, volunteers, contractors and residents	**FRS References: Part 1 - SAFETY** 1.1 Emergency Plans; 1.2 Environmental Health and Safety; 1.3 Transportation by Land. 1.4 Housekeeping and Voluntary Work Program	A Contract Discrepancy Report that cites violations of cited FRS and SOW (contract) sections that provide a safe work environment for staff, volunteers, contractors and residents, permits the Contract Officer to withhold or deduct up to **15%** of a month invoice until the Contract Officer determines there is full compliance with the standard or section.
Security (15%) Addresses protection of the community, staff, contractors, volunteers and residents from harm	**FRS References: Part 2 - SECURITY** 2.1 Admission and Release; 2.2 Contraband; 2.3 Funds and Personal Property; 2.4 Key and Lock Control; 2.5 Resident Census; 2.6 Searches of Residents; 2.7 Sexual Abuse and Assault Prevention and Intervention (as amended by DHS PREA standards); 2.8 Staff-Resident Communications; 2.9 Tool Control; 2.10 Use of Physical Control Measures and Restraints.	A Contract Discrepancy Report that cites violations of FRS, PREA, and SOW (contract) sections that protect the community, staff, contractors, volunteers, and residents from harm, permits the Contract Officer to withhold or deduct up to **15%** of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Order (5%) Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability	**FRS Reference**: **Part 3 - ORDER** 3.1 Discipline and Behavior Management.	A Contract Discrepancy Report that cites violations of FRS and SOW (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to **5%** of a monthly invoice until the Contract Officer determines there is full compliance with the standard of section.
Care (20%) Addresses contractor responsibility to provide for the basic needs and personal care of residents	**FRS 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, Advance Directives, and Death.	A Contract Discrepancy Report that cites violations of FRS and SOW (contract) sections that provide for the basic needs and personal care of residents, permits the Contract Officer to withhold or deduct up to **20%** of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
Activities (20%) Addresses contractor responsibilities to reduce the negative effects of confinement	**FRS References: Part 5 - ACTIVITIES** 5.1 Correspondence and Other Mail; 5.2 Educational Policy 5.3 Escorted Trips for Non-Medical Emergencies; 5.4 Marriage Requests; 5.5 Recreation; 5.6 Religious Practices; 5.7 Telephone Access; 5.8 Visitation.	A Contract Discrepancy Report that cites violations of FRS and SOW (contract) sections that reduce the negative effects of confinement 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.
Justice (10%) Addresses contractor responsibilities to treat residents fairly and respect their legal rights	**FRS References: Part 6 - JUSTICE** 6.1 Grievance System; 6.2 Law Libraries and Legal Material; 6.3 Legal Rights Group Presentations.	A Contract Discrepancy Report that cites violations of FRS and SOW (contract) sections that treat residents 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.
Administration, Management, and Workforce Integrity (10%) Addresses contractor responsibilities to	**FRS References: Part 7 - -ADMIN & MANAGEMENT** 7.1 Residential Files; 7.2 News Media Interviews and Tours; 7.3 Staff Hiring and Training; 7.4 Transfer of Residents;	A Contract Discrepancy Report that cites violations of FRS or SOW sections that require the Contractor's administration and management of the facility in a professional and responsible manner, and maintenance of workforce integrity,

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (FRS)	WITHHOLDING CRITERIA
administer and manage the facility in a professional and responsible manner consistent with legal requirements, including the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems	7.5 Post Orders. **SOW References: Personnel Staffing and Conduct** Section 5(c)-(g)	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.
Resident Discrimination (5%) Addresses the adequacy of policies and procedures to prevent discrimination against residents based on their gender, race, religion, national origin, or disability	**SOW References: Anti-Discrimination Policy and Procedure:** SOW Section 4(b)(xix)	A Contract Discrepancy Report that cites violations of the SOW provisions associated with Resident Discrimination permits the Contract Officer to withhold or deduct up to **5%** of a monthly invoice until the Contract Officer determines there is full compliance with the section.

CONTRACT DISCREPANCY REPORT	1. CONTRACT NUMBER
Report Number:	**Date:**

2. TO: (Contractor and Manager Name)	3. FROM: (Name of COR)

DATES

CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE

4. DISCREPANCY OR PROBLEM *(Describe in Detail: Include reference in SOW / Directive: Attach continuation sheet if necessary.)*

5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COR)

6. TO: (*COR*)	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

	NAME AND TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED			
COR			
CONTRACTING OFFICER			

Appendix B

Contractor's Insurance

The Contractor shall maintain insurance in an amount not less than $3,000,000 to protect the Contractor from claims under workman's compensation acts and from any other claims for damages for personal injury, including death which may arise from operations under this contract whether such operations by the Contractor itself or by any subcontractor or anyone directly or indirectly employed by either business entity. The Contractor shall maintain General Liability insurance: bodily injury liability coverage written on a comprehensive form of policy of at least $500,000 per occurrence is required.

Additionally, an automobile liability insurance policy providing for bodily injury and property damage liability covering automobiles operated in the United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property coverage. Certificates of such insurance shall be subject to the approval of the CO for adequacy of protection. All insurance certificates required under this contract shall provide 30 days advance notice to the Government of any contemplated cancellation.

The Contractor shall ensure that all staff having access to detainee monies and valuables are bonded in an amount sufficient to ensure reimbursement to the detainee by the Contractor, in case of loss.

Appendix C
Security Requirements

REQUIRED SECURITY LANGUAGE FOR SENSITIVE /BUT UNCLASSIFED (SBU) CONTRACTS

SECURITY REQUIREMENTS

I. GENERAL

The United States Immigration and Customs Enforcement (ICE) has determined that performance of the tasks as described in Contract TBD 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.

II. PRELIMINARY 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 background investigation. ICE may, as it deems appropriate, authorize and make a favorable expedited pre-employment determination based on preliminary security checks. The expedited pre-employment determination will allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable pre-employment determination shall not be considered as assurance that a favorable full employment determination will follow as a result thereof. The granting of a favorable pre-employment determination or a full employment determination 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 pre-employment determination or full employment determination by the OPR-PSU. Contract employees are processed under the DHS Management Directive 6-8.0 (**http://www.dhs.gov/department-homeland-security-management-directives**). The contractor shall comply with the pre-screening requirements specified in the DHS Special Security Requirement – Contractor Pre-Screening paragraph located in this contract, if HSAR clauses 3052.204-70, Security Requirements for Unclassified Information Technology (IT) Resources; and/or 3052.204-71, Contractor Employee Access are included in the Clause section of this contract.

III. 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 Contracting Offices Representative (COR), no less than 35 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) (Original and One Copy)

2. Three signed eQip Signature forms: Signature Page, Release of Information and Release of Medical Information (Originals and One Copy)

3. Two FD Form 258, "Fingerprint Card"

4. Foreign National Relatives or Associates Statement (Original and One Copy)

5. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act" (Original and One Copy)

6. Optional Form 306 Declaration for Federal Employment (applies to contractors as well) (Original and One Copy)

Prospective Contractor employees who currently have an adequate current investigation and security clearance issued by the Department of Defense Central Adjudications Facility (DoD CAF) 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 ICE 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 /ICE IT systems and the information contained therein, to include, the development and / or maintenance of DHS/ICE IT systems; or access to information contained in and / or derived from any DHS/ICE 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 COR Transfer Form which will be provided by the Dallas PSU Office along with other forms and instructions.

IV. CONTINUED ELIGIBILITY

If a prospective employee is found to be ineligible for access to Government facilities or information, the COR 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 will conduct reinvestigations every 5 years, or when derogatory information is received, to evaluate continued eligibility.

ICE 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 ICE determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

REQUIRED REPORTS:

The Contractor will notify OPR-PSU of all terminations/ resignations within five days of occurrence. The Contractor will return any expired ICE issued identification cards and building passes, or those of terminated 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 contract employees under the contract to the OPR-PSU through 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 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 personnel 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.

Submit reports to the email address psu-industrial-security@ice.dhs.gov

V. EMPLOYMENT ELIGIBILITY

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

The 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.

VI. 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.

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

VII. INFORMATION TECHNOLOGY

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. Con*tractor 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).

VIII. 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).

Appendix D

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 Family Residential Standards (FRS) 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 an y 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.

115.14 Juvenile and family detainees.

(1) Juveniles shall be detained in the least restrictive setting appropriate to the juvenile's age and special needs, provided that such setting is consistent with the need to protect the juvenile's well-being and that of others, as well as with any other laws, regulations, or legal requirements.
(2) The facility shall hold juveniles apart from adult residents, minimizing sight, sound, and physical contact, unless the juvenile is in the presence of an adult member of the family unit, and provided there are no safety or security concerns with the arrangement.
(3) In determining the existence of a family unit for detention purposes, the agency shall seek to obtain reliable evidence of a family relationship.
(4) The agency and facility shall provide priority attention to unaccompanied alien children as defined by 6 U.S.C. 279(g)(2), including transfer to a Department of Health and Human Services

Office of Refugee Resettlement facility within 72 hours, except in exceptional circumstances, in accordance with 8 U.S.C. 1232(b)(3).

(5) If a juvenile who is an accompanied alien child has been convicted as an adult of a crime related to sexual abuse, the agency shall provide the facility and the Department of Health and Human Services Office of Refugee Resettlement with the releasable information regarding the conviction(s) to ensure the appropriate placement of the alien in a Department of Health and Human Services Office of Refugee Resettlement 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.
(9) The facility shall permit detainees in Family Residential Facilities to shower, perform bodily functions, and change clothing without being viewed by staff, 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.

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.

(6) 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.
(7) 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.

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Appendix E

Combating Trafficking in Persons

(a) Definitions. As used in this clause—

"Coercion" means—

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person—

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
(2) Procure commercial sex acts during the period of performance of the contract; or
(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall—

(1) Notify its employees of—
(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and
(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
(2) Requiring the Contractor to terminate a subcontract;
(3) Suspension of contract payments;
(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
(6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/g/tip.

Appendix F

SFTRC Medical Equipment Supplies Requirement

See attached pdf **Appendix F SFTRC Medial Equipment Supplies Requirement.**

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 IGA 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 16, 2015 (April 17, 2015 rain date), CCA will open the first 960 permanent beds in neighborhoods 2.a and 2.b;
- On May 2, 2015, CCA will open an additional 480 permanent beds in neighborhood 2.c, bringing the total number of permanent beds ups to 1,440;
- On May 13, 2015, CCA will open an additional 480 permanent beds in neighborhood 2.d, bringing the total number of permanent beds ups to 1,920; and,
- On May 25, 2015, CCA will open the final 480 permanent beds in neighborhood 2.e, bringing the total number of permanent beds ups to 2,400.

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 IGA amendment being sent to Eloy, a COTR 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.

Note, the first group (temporary beds) is limited to 480 because Target can only construct 480 beds of the new housing modular design for the first permanent neighborhood and if more than 480 are in the temporary beds CCA would not be able to move all residents from the cottages (temporary beds) to the new housing modulars.

2,400 beds consist of five housing neighborhoods of 480 beds each.

- 45 days after Start Date, CCA will accept the first 480 into the temporary beds;
- 90 days after Start Date, CCA will open the first permanent 480 bed neighborhood and CCA will move the 480 residents from the temporary beds into the first permanent beds;
- 120 days after Start Date, CCA will open the second permanent 480 bed neighborhood and CCA will be ready to accept an additional 480 residents (total count of 960);
- 150 days after Start Date, CCA will open the third permanent 480 bed neighborhood and CCA will be ready to accept an additional 480 residents (total count 1440);
- 180 days after Start Date, CCA will open the fourth permanent 480 bed neighborhood and CCA will be ready to accept an additional 480 residents (total count 1920);
- 210 days after Start Date, CCA will open the fifth permanent 480 bed neighborhood and CCA will be ready to accept the final 480 residents (total count 2400).

WD 05-2519 (Rev.-16) was first posted on www.wdol.gov on 08/05/2014
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REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

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

Diane C. Koplewski
Director

Division of
Wage Determinations

Wage Determination No.: 2005-2519
Revision No.: 16
Date Of Revision: 07/25/2014

State: Texas

Area: Texas Counties of Brooks, Cameron, Dimmit, Duval, Frio, Hidalgo, Jim Hogg, Kenedy, La Salle, Maverick, Starr, Webb, Willacy, Zapata, Zavala

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		11.16
01012 - Accounting Clerk II		12.52
01013 - Accounting Clerk III		14.48
01020 - Administrative Assistant		16.86
01040 - Court Reporter		15.03
01051 - Data Entry Operator I		9.50
01052 - Data Entry Operator II		10.37
01060 - Dispatcher, Motor Vehicle		14.48
01070 - Document Preparation Clerk		10.46
01090 - Duplicating Machine Operator		10.46
01111 - General Clerk I		10.21
01112 - General Clerk II		11.16
01113 - General Clerk III		12.52
01120 - Housing Referral Assistant		16.69
01141 - Messenger Courier		9.90
01191 - Order Clerk I		9.70
01192 - Order Clerk II		10.59
01261 - Personnel Assistant (Employment) I		12.52
01262 - Personnel Assistant (Employment) II		15.33
01263 - Personnel Assistant (Employment) III		17.11
01270 - Production Control Clerk		13.34
01280 - Receptionist		9.51
01290 - Rental Clerk		12.52
01300 - Scheduler, Maintenance		12.90
01311 - Secretary I		12.90
01312 - Secretary II		14.43
01313 - Secretary III		16.10
01320 - Service Order Dispatcher		12.82
01410 - Supply Technician		16.86
01420 - Survey Worker		14.38
01531 - Travel Clerk I		10.71
01532 - Travel Clerk II		11.73
01533 - Travel Clerk III		12.58
01611 - Word Processor I		10.10
01612 - Word Processor II		12.50
01613 - Word Processor III		14.48
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.72
05010 - Automotive Electrician		13.04
05040 - Automotive Glass Installer		12.21
05070 - Automotive Worker		12.21
05110 - Mobile Equipment Servicer		10.83
05130 - Motor Equipment Metal Mechanic		13.72

05160 - Motor Equipment Metal Worker	12.21
05190 - Motor Vehicle Mechanic	13.72
05220 - Motor Vehicle Mechanic Helper	10.29
05250 - Motor Vehicle Upholstery Worker	11.52
05280 - Motor Vehicle Wrecker	12.21
05310 - Painter, Automotive	13.04
05340 - Radiator Repair Specialist	12.21
05370 - Tire Repairer	10.10
05400 - Transmission Repair Specialist	13.72
07000 - Food Preparation And Service Occupations	
07010 - Baker	9.31
07041 - Cook I	8.74
07042 - Cook II	9.34
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.27
07210 - Meat Cutter	10.65
07260 - Waiter/Waitress	8.11
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	13.19
09040 - Furniture Handler	9.08
09080 - Furniture Refinisher	13.38
09090 - Furniture Refinisher Helper	10.22
09110 - Furniture Repairer, Minor	11.78
09130 - Upholsterer	13.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	7.68
11060 - Elevator Operator	8.45
11090 - Gardener	11.16
11122 - Housekeeping Aide	8.27
11150 - Janitor	9.29
11210 - Laborer, Grounds Maintenance	9.04
11240 - Maid or Houseman	7.25
11260 - Pruner	8.21
11270 - Tractor Operator	10.68
11330 - Trail Maintenance Worker	9.04
11360 - Window Cleaner	9.87
12000 - Health Occupations	
12010 - Ambulance Driver	14.85
12011 - Breath Alcohol Technician	15.30
12012 - Certified Occupational Therapist Assistant	22.12
12015 - Certified Physical Therapist Assistant	22.99
12020 - Dental Assistant	13.22
12025 - Dental Hygienist	30.90
12030 - EKG Technician	24.42
12035 - Electroneurodiagnostic Technologist	24.42
12040 - Emergency Medical Technician	15.00
12071 - Licensed Practical Nurse I	15.52
12072 - Licensed Practical Nurse II	17.37
12073 - Licensed Practical Nurse III	19.38
12100 - Medical Assistant	10.95
12130 - Medical Laboratory Technician	14.36
12160 - Medical Record Clerk	12.34
12190 - Medical Record Technician	13.54
12195 - Medical Transcriptionist	14.16
12210 - Nuclear Medicine Technologist	34.71
12221 - Nursing Assistant I	8.74
12222 - Nursing Assistant II	9.82
12223 - Nursing Assistant III	10.72
12224 - Nursing Assistant IV	12.03
12235 - Optical Dispenser	15.79
12236 - Optical Technician	25.52
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	12.36
12305 - Radiologic Technologist	22.15

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)		20.92
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		14.67
13072 - Photographer II		16.41
13073 - Photographer III		20.35
13074 - Photographer IV		23.45
13075 - Photographer V		29.26
13110 - Video Teleconference Technician		15.43
14000 - Information Technology Occupations		
14041 - Computer Operator I		12.38
14042 - Computer Operator II		13.85
14043 - Computer Operator III		15.48
14044 - Computer Operator IV		17.27
14045 - Computer Operator V		19.18
14071 - Computer Programmer I	(see 1)	17.38
14072 - Computer Programmer II	(see 1)	20.63
14073 - Computer Programmer III	(see 1)	25.90
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	25.75
14102 - Computer Systems Analyst II	(see 1)	26.90
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		12.68
14160 - Personal Computer Support Technician		17.27
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		23.41
15020 - Aircrew Training Devices Instructor (Rated)		28.33
15030 - Air Crew Training Devices Instructor (Pilot)		33.51
15050 - Computer Based Training Specialist / Instructor		23.41
15060 - Educational Technologist		29.50
15070 - Flight Instructor (Pilot)		33.51
15080 - Graphic Artist		17.26
15090 - Technical Instructor		16.83
15095 - Technical Instructor/Course Developer		19.52
15110 - Test Proctor		11.18
15120 - Tutor		11.18
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		7.93
16030 - Counter Attendant		7.93
16040 - Dry Cleaner		9.32
16070 - Finisher, Flatwork, Machine		7.93
16090 - Presser, Hand		7.93
16110 - Presser, Machine, Drycleaning		7.93
16130 - Presser, Machine, Shirts		7.93
16160 - Presser, Machine, Wearing Apparel, Laundry		7.93

16190 - Sewing Machine Operator	9.79
16220 - Tailor	10.31
16250 - Washer, Machine	8.31
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	13.84
19040 - Tool And Die Maker	16.75
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	10.16
21030 - Material Coordinator	14.22
21040 - Material Expediter	14.22
21050 - Material Handling Laborer	9.44
21071 - Order Filler	8.83
21080 - Production Line Worker (Food Processing)	10.22
21110 - Shipping Packer	10.00
21130 - Shipping/Receiving Clerk	10.00
21140 - Store Worker I	10.23
21150 - Stock Clerk	13.65
21210 - Tools And Parts Attendant	10.22
21410 - Warehouse Specialist	10.22
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	15.92
23021 - Aircraft Mechanic I	15.15
23022 - Aircraft Mechanic II	15.92
23023 - Aircraft Mechanic III	16.71
23040 - Aircraft Mechanic Helper	11.24
23050 - Aircraft, Painter	14.17
23060 - Aircraft Servicer	13.56
23080 - Aircraft Worker	13.59
23110 - Appliance Mechanic	12.88
23120 - Bicycle Repairer	9.40
23125 - Cable Splicer	18.01
23130 - Carpenter, Maintenance	12.88
23140 - Carpet Layer	13.27
23160 - Electrician, Maintenance	13.97
23181 - Electronics Technician Maintenance I	12.65
23182 - Electronics Technician Maintenance II	14.54
23183 - Electronics Technician Maintenance III	17.58
23260 - Fabric Worker	12.51
23290 - Fire Alarm System Mechanic	15.10
23310 - Fire Extinguisher Repairer	11.64
23311 - Fuel Distribution System Mechanic	15.18
23312 - Fuel Distribution System Operator	11.00
23370 - General Maintenance Worker	11.71
23380 - Ground Support Equipment Mechanic	15.15
23381 - Ground Support Equipment Servicer	13.56
23382 - Ground Support Equipment Worker	13.59
23391 - Gunsmith I	11.44
23392 - Gunsmith II	13.08
23393 - Gunsmith III	14.73
23410 - Heating, Ventilation And Air-Conditioning Mechanic	12.33
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	12.95
23430 - Heavy Equipment Mechanic	16.02
23440 - Heavy Equipment Operator	12.08
23460 - Instrument Mechanic	15.10
23465 - Laboratory/Shelter Mechanic	13.88
23470 - Laborer	8.14
23510 - Locksmith	12.88
23530 - Machinery Maintenance Mechanic	15.39
23550 - Machinist, Maintenance	12.75
23580 - Maintenance Trades Helper	10.16
23591 - Metrology Technician I	15.10
23592 - Metrology Technician II	15.98

23593 - Metrology Technician III	16.85
23640 - Millwright	15.10
23710 - Office Appliance Repairer	11.99
23760 - Painter, Maintenance	11.71
23790 - Pipefitter, Maintenance	13.23
23810 - Plumber, Maintenance	12.87
23820 - Pneudraulic Systems Mechanic	15.10
23850 - Rigger	15.77
23870 - Scale Mechanic	13.41
23890 - Sheet-Metal Worker, Maintenance	12.32
23910 - Small Engine Mechanic	13.41
23931 - Telecommunications Mechanic I	18.04
23932 - Telecommunications Mechanic II	18.94
23950 - Telephone Lineman	15.15
23960 - Welder, Combination, Maintenance	13.27
23965 - Well Driller	15.10
23970 - Woodcraft Worker	14.91
23980 - Woodworker	10.84
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.31
24580 - Child Care Center Clerk	9.66
24610 - Chore Aide	7.98
24620 - Family Readiness And Support Services Coordinator	9.22
24630 - Homemaker	12.27
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	16.40
25040 - Sewage Plant Operator	12.03
25070 - Stationary Engineer	16.40
25190 - Ventilation Equipment Tender	11.90
25210 - Water Treatment Plant Operator	12.03
27000 - Protective Service Occupations	
27004 - Alarm Monitor	12.46
27007 - Baggage Inspector	10.02
27008 - Corrections Officer	14.94
27010 - Court Security Officer	17.35
27030 - Detection Dog Handler	14.63
27040 - Detention Officer	14.94
27070 - Firefighter	17.58
27101 - Guard I	10.02
27102 - Guard II	14.63
27131 - Police Officer I	20.81
27132 - Police Officer II	24.06
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.64
28042 - Carnival Equipment Repairer	10.18
28043 - Carnival Equpment Worker	9.27
28210 - Gate Attendant/Gate Tender	12.73
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	12.23
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	14.40
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	12.56
29020 - Hatch Tender	12.56
29030 - Line Handler	12.56
29041 - Stevedore I	12.20
29042 - Stevedore II	13.71
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		13.92
30022 - Archeological Technician II		14.74
30023 - Archeological Technician III		17.07
30030 - Cartographic Technician		17.08
30040 - Civil Engineering Technician		16.56
30061 - Drafter/CAD Operator I		13.11
30062 - Drafter/CAD Operator II		14.64
30063 - Drafter/CAD Operator III		16.36
30064 - Drafter/CAD Operator IV		18.60
30081 - Engineering Technician I		12.25
30082 - Engineering Technician II		13.77
30083 - Engineering Technician III		15.38
30084 - Engineering Technician IV		19.08
30085 - Engineering Technician V		22.36
30086 - Engineering Technician VI		27.40
30090 - Environmental Technician		19.00
30210 - Laboratory Technician		16.36
30240 - Mathematical Technician		18.17
30361 - Paralegal/Legal Assistant I		15.14
30362 - Paralegal/Legal Assistant II		17.38
30363 - Paralegal/Legal Assistant III		21.26
30364 - Paralegal/Legal Assistant IV		25.72
30390 - Photo-Optics Technician		18.17
30461 - Technical Writer I		18.17
30462 - Technical Writer II		20.91
30463 - Technical Writer III		24.95
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 Surface Programs	(see 3)	16.36
30621 - Weather Observer, Senior	(see 3)	18.17
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		9.33
31030 - Bus Driver		13.68
31043 - Driver Courier		10.40
31260 - Parking and Lot Attendant		8.00
31290 - Shuttle Bus Driver		11.20
31310 - Taxi Driver		7.32
31361 - Truckdriver, Light		11.20
31362 - Truckdriver, Medium		12.07
31363 - Truckdriver, Heavy		14.67
31364 - Truckdriver, Tractor-Trailer		14.67
99000 - Miscellaneous Occupations		
99030 - Cashier		8.43
99050 - Desk Clerk		7.75
99095 - Embalmer		23.19
99251 - Laboratory Animal Caretaker I		13.71
99252 - Laboratory Animal Caretaker II		14.39
99310 - Mortician		23.19
99410 - Pest Controller		13.33
99510 - Photofinishing Worker		11.95
99710 - Recycling Laborer		11.54
99711 - Recycling Specialist		13.78
99730 - Refuse Collector		11.00
99810 - Sales Clerk		10.71
99820 - School Crossing Guard		11.36
99830 - Survey Party Chief		18.99
99831 - Surveying Aide		12.91
99832 - Surveying Technician		15.88
99840 - Vending Machine Attendant		10.70
99841 - Vending Machine Repairer		12.14

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.02 per hour or $160.80 per week or $696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 3 weeks after 10 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) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

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

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

Attachment 2

Articles

Ordering Period

The Ordering Period has been increased from forty-eight (48) months by thirty-six (36) months to eighty-four (84) months by way of P00027. The Ordering Period may be further extended or reduced by mutual agreement of the Parties.

In order to terminate a Task Order for work performed at the family residential facility in Dilley, Texas, ICE will provide 60 days' written notice of its intention to terminate the task order. Alternatively, the Parties may agree in writing to a shorter period. At the end of a Task Order period of performance, ICE is under no obligation to issue further Task Orders or provide further notice. ICE incurs no liability for any performance beyond that specified in a Task Order, as the minimum guarantee of $96,977,056 was satisfied by the initial order, HSCEDM-14-F-IG237. If the Service Provider performs in advance of the receipt of a funded task order, it will be performing at its own risk.

Adjusting the Rates in the Section B, Schedule of Pricing

ICE will reimburse the Service Provider at the fixed rate in the revised Section B, Schedule of Pricing (Attachment 1). The Service Provider may request a rate adjustment no less than twelve (12) months after the effective date of P00027 unless required by law. After 12 months, the Service Provider may request a revision to its rate.

The Parties agree to base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, federal procurement laws, regulations, and standards in arriving at the bed-day rate. If ICE does not receive an official request for a rate adjustment that is supported by the information submitted, the fixed bed day rate as stated in this Agreement will remain in place indefinitely.

Contracting Officer's Representative (COR)

A. The COR will be designated by the Contracting Officer. When and if the COR duties are reassigned, an administrative modification will be issued to reflect the changes. This designation does not include authority to sign contractual documents or to otherwise commit to, or issue changes, which could affect the price, quantity, or performance of this Agreement.

B. Should the Service Provider believe it has received direction that is not within the scope of the agreement, the Service Provider shall not proceed with any portion that is not within the scope of the agreement without first contacting the Contracting Officer. The Service Provider shall continue performance of efforts that are deemed within the scope.

Notification and Public Disclosures

A. Information obtained or developed as a result of this modification is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable federal laws, regulations, and executive orders or as ordered by a court. Insofar as any documents created by the Service Provider contain information developed or obtained as a result of this modification, such documents shall be subject to public disclosure only pursuant to the provisions of applicable federal laws, regulations, and executive orders or as ordered by a court. To the extent the Service Provider intends to release the modification or any information relating to, or exchanged under, this modification, the Service Provider agrees to coordinate with the ICE Contracting Officer prior to such release. The Service Provider may, at its discretion, communicate the substance of this modification when requested. ICE understands that this modification will become a public document when presented to the Service Provider's governing body for approval.

B. The CO shall be notified in writing of all litigation pertaining to this modification and provided copies of any pleadings filed or said litigation within five working days of receipt. The Service Provider shall cooperate with Government legal staff and/or the United States Attorney regarding any requests pertaining to federal or Service Provider litigation.

C. The Service Provider shall notify the CO when a member of the United States Congress requests information or makes a request to visit the facility. The Service Provider shall coordinate all public information related issues pertaining to ICE residents with the CO. All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs. The Service Provider shall promptly make public announcements stating the facts of unusual or newsworthy incidents to local media. Examples of such events include, but are not limited to: deaths, escapes from custody, and facility emergencies.

D. With respect to public announcements and press statements, the Service Provider shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not necessarily reflect the position of the United States Government in any public presentations they make or articles they write that relate to any aspect of contract performance or the facility operations.

Modifications and Disputes

A. Modifications: Actions other than those designated in this Agreement will not bind or incur liability on behalf of either Party. Either Party may request a modification to this Agreement by submitting a written request to the other Party. A modification will become a part of this Agreement only after the ICE Contracting Officer has approved the modification in writing.

B. Change Orders:

1. The Contracting Officer may at any time, by written order, and without notice to the Service Provider, make changes within the general scope of this Agreement in any one or more of the following:
   (a) Description of services to be performed, including revisions to the applicable Detention Standards.
   (b) Place of performance of the services.

2. If any such change causes an increase or decrease in the cost of the services under the Agreement, the Contracting Officer will make an equitable adjustment in the agreement price and will modify the Agreement accordingly.

3. The Service provider must assert its right to an adjustment under this Article within 30 days from the date of receipt of the written order including a proposal addressing the cost impacts and detailed supporting data.

4. If the Service Provider's proposal includes costs that are determined unreasonable and/or unsupportable, as determined by the Contracting Officer, the Contracting Officer will disallow those costs when determining a revised rate, if any.

5. Failure to agree to any adjustment will be a dispute under the Disputes section of the Agreement. However, nothing in this Article excuses the Service Provider from proceeding with the Agreement as changed.

C. Disputes: The ICE Contracting Officer and the authorized signatory of the Service Provider will settle disputes, questions and concerns arising from this Agreement. Settlement of disputes will be memorialized in a written modification between the ICE Contracting Officer and authorized signatory of the Service Provider. In the event a dispute is not able to be resolved between the Service Provider and the ICE Contracting Officer, the ICE Contracting Officer will make the final decision. If the Service Provider does not agree with the final decision, the matter may be appealed to the ICE Head of the Contracting Activity (HCA) for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The Service Provider shall proceed diligently with performance of this Agreement pending final resolution of any dispute. Neither party hereto waives any rights or remedies that it may have under federal law.

Integration

This Agreement constitutes the entire agreement between ICE and the Service Provider with respect to its subject matter and supersedes all prior agreements, representation, and understandings of the parties, written or oral.

Treatment of Ambiguities

Each Party acknowledges that it has participated in the drafting of this Agreement to which it is a party, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction.

Labor Standards and Wage Determination

A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated as Attachment 9. These standards and provisions are included in every contract and modification entered into by the United States or the District of Columbia, in excess of $2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.

B. Wage Determination: Each service employee employed in the performance of this Agreement shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this Agreement. (See Attachment 2 - Wage Determination)

C. FAR 52.222-43 Fair Labor Standards Act and the Service Contract Act-Price Adjustment (Multiyear and Option Contracts) is incorporated by reference.

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
By direction of the Secretary of Labor

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

Wage Determination No.: 2015-5469
Revision No.: 7
Date Of Revision: 01/10/2018

Daniel W. Simms
Director

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	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		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 Administrator		20.92
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 I	25.05

23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	29.15
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 Mechanic	20.92
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	22.01
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 Coordinator	15.56
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 Surface Programs	(see 2)	22.18
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)).

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)*
P00036	See Block 16C		

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); (b)(7)(
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

CODE 0025134220000 FACILITY CODE

(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

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

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)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(b)(6); (b)(7)(C) *(Signature of person authorized to sign)*	10/22/18	(b)(6); (b)(7)(C) *(Signature of Contracting Officer)*	11/1/18

NSN 7540-01-152-8070
Previous edition unusable

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)
	Email: (b)(6); (b)(7)(C) @ice.dhs.gov There is no requisition associated with this modification. The purpose of modification P00036 is the following: 1. Establish new billing rate detention services based on agreed upon REA. As a result the detention services rate in Eloy has increased From: $73.31 By: $2.30 To: $75.61 This rate is effective October 01, 2018. 2. CoreCivic will submit one invoice on October 01, 2018 for $575,429.44. This is the backpay which covers from April 04, 2018 through September 30, 2018 (180 days). The annual increase is $1,166,834.04 (based on ADP of 1388). Exempt Action: Y Sensitive Award: SPII All other terms and conditions remain the same.				

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)*
P00041	See Block 16C		

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
ATTN (b)(7)(C); (b)(6)
595 N C ST STE (b)(6);
ELOY AZ 851312559

CODE 0025134220000 FACILITY CODE

(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

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Mutual Agreement of 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: (b)(7)(E)

Contracting Officer's Representative (COR): (b)(7)(C); (b)(6)
(b)(6); (b)(7)(C) @ice.dhs.gov
602-766-(b)(6);

Alternate COR: (b)(7)(C); (b)(6)
(b)(6); (b)(7)(C) @ice.dhs.gov
602-766-(b)(6);

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

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(b)(6); (b)(7)(C)	5/18/2020	(b)(6); (b)(7)(C)	05/19/2020
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

NSN 7540-01-152-8070
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(7)(C); (b)(6) Contract Specialist: (b)(6); (b)(7)(C) (b)(6); (b)(7)(C) @ice.dhs.gov 202-732-(b)(6); The purpose of this modification is to: A. Create CLIN 0006 - ICE Detainee Phone Requirements for the La Palma Detention facility task order 70CDCR19FIGR00230 and any subsequent task orders, if applicable. This CLIN reflects the incorporation of a new requirement to allow each ICE detainee a total of 500 free telephone minutes per month. This requirement is due to in response to the COVID-19 outbreak and has an effective date of 05/01/2020. The Government may rescind this requirement at anytime through technical direction from the CO or the COR. • The rates associated with this would be based on the following: Domestic calls: $0.07/min International calls: $0.15/min • Eloy/CoreCivic shall provide supporting documentation demonstrating the usage and costs, as requested by the COR. All other terms and conditions remain the same.				

SOUTH TEXAS FAMILY RESIDENTIAL CENTER
Dilley, TX
2,400 Beds (Family Residential)

STAFF DEPLOYMENT BY SHIFT & POSITION	
MANAGEMENT/SUPPORT	28.00
SECURITY OPERATIONS	(b)(7)(E)
UNIT MANAGEMENT	
MAINTENANCE	1.00
SERVICES	9.00
PROGRAMS	18.00
HEALTH SERVICES	CONTRACT
TOTAL	(b)(7)(E)

MANAGEMENT / SUPPORT	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/ PP	Relief Factor	Total Staff
FACILITY ADMINISTRATOR		1006	1	0	0	5	80	1.00	1.00
ASST FACILITY ADMINISTRATOR		1002	1	0	0	5	80	1.00	1.00
ASST FACILITY ADMINISTRATOR	Program Director	1002	1	0	0	5	80	1.00	1.00
ASST FACILITY ADMINISTRATOR	Lead Case Manager	1002	1	0	0	5	80	1.00	1.00
PROGRAM MANAGER	Staff Liasion	1012	1	0	0	5	80	1.00	1.00
MANAGER, LEARNING AND DEVELOPMENT		2115	1	0	0	5	80	1.00	1.00
MANAGER, OPERATIONS FINANCE		1031	1	0	0	5	80	1.00	1.00
ACCOUNTANT		2024	1	0	0	5	80	1.00	1.00
ACCOUNTING CLERK		5016	2	0	0	5	80	1.00	2.00
MANAGER, HUMAN RESOURCES		5019	1	0	0	5	80	1.00	1.00
PERSONNEL INVESTIGATOR		5067	1	0	0	5	80	1.00	1.00
HR GENERALIST		5068	1	0	0	5	80	1.00	1.00
HUMAN RESOURCES ASSISTANT		5076	1	0	0	5	80	1.00	1.00
MANAGER, QUALITY ASSURANCE		2009	1	0	0	5	80	1.00	1.00
SAFETY MANAGER		9041	1	0	0	5	80	1.00	1.00
INVESTIGATOR		2051	1	0	0	5	80	1.00	1.00
EXECUTIVE ASSISTANT	PIO	5045	1	0	0	5	80	1.00	1.00
GRIEVANCE COORDINATOR		2063	1	0	0	5	80	1.00	1.00
MASTER SCHEDULER		5082	1	0	0	5	80	1.00	1.00
COMPUTER SUPPORT ASSISTANT		3027	1	0	0	5	80	1.00	1.00
MAILROOM CLERK		5009	3	0	0	5	80	1.00	3.00
ADMINISTRATIVE CLERK	HR	5002	1	0	0	5	80	1.00	1.00
ADMINISTRATIVE CLERK	Business Office / L&D	5002	1	0	0	5	80	1.00	1.00
ADMINISTRATIVE CLERK		5002	2	0	0	5	80	1.00	2.00
TOTAL			28	0	0				**28.00**

SECURITY OPERATIONS - 8HR SHIFTS	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/ PP	Relief Factor	Total Staff
CHIEF OF SECURITY		1005	(b)(7)(E)						
PROGRAM MANAGER	PREA Compliance	1012							
SHIFT SUPERVISOR		1014							
ASST SHIFT SUPERVISOR		9101							
SR RESIDENT SUPERVISOR	Food Service	9024							
RESIDENT SUPERVISOR	Utility/Search & Escort	9025							
RESIDENT SUPERVISOR	Utility / Escort - Sick Call	9025							
RESIDENT SUPERVISOR	Central Control	9025							
RESIDENT SUPERVISOR	Medical - Main	9025							
RESIDENT SUPERVISOR	Medical - Annex	9025							
RESIDENT SUPERVISOR	Medical - Clinic	9025							
RESIDENT SUPERVISOR	Visitation	9025							
RESIDENT SUPERVISOR	Visitation - Attorney	9025							
RESIDENT SUPERVISOR	Court	9025							
SR RESIDENT SUPERVISOR	Housing Zone	9024							
SR RESIDENT SUPERVISOR	Transportation	9024							
RESIDENT SUPERVISOR	Transportation	9025							
SR RESIDENT SUPERVISOR	Intake/ Release	9024							
RESIDENT SUPERVISOR	Intake/ Release	9025							
RESIDENT SUPERVISOR	Front Gate	9025							
RESIDENT SUPERVISOR	Perimeter	9025							

SOUTH TEXAS FAMILY RESIDENTIAL CENTER
Dilley, TX
2,400 Beds (Family Residential)

SECURITY OPERATIONS - 8HR SHIFTS	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/ PP	Relief Factor	Total Staff
RESIDENT SUPERVISOR	Recreation	9025	(b)(7)(E)						
RESIDENT SUPERVISOR	Yard	9025							
RESIDENT SUPERVISOR	Tool / Key Control	9025							
RESIDENT SUPERVISOR	Education	9025							
RESIDENT SUPERVISOR	Quartermaster	9025							
RESIDENT SUPERVISOR	Laundry	9025							
RESIDENT SUPERVISOR	Sallyport	9025							
ADMINISTRATIVE CLERK	Security Operations	5002							
TOTAL									

UNIT MANAGEMENT	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/ PP	Relief Factor	Total Staff
CHIEF OF UNIT MANAGEMENT		1032	(b)(7)(E)						
UNIT MANAGER		1015							
CASE MANAGER		2003							
RESIDENT COUNSELOR		2096							
RECORDS CLERK		5013							
ADMINISTRATIVE CLERK		5002							
UNIT A - 480 -BEDS									
RESIDENT SUPERVISOR	Housing	9025							
UNIT B - 480-BEDS									
RESIDENT SUPERVISOR	Housing	9025							
UNIT C - 480 -BEDS									
RESIDENT SUPERVISOR	Housing	9025							
UNIT D - 480 -BEDS									
RESIDENT SUPERVISOR	Housing	9025							
UNIT E - 480 -BEDS									
RESIDENT SUPERVISOR	Housing	9025							
TOTAL									

MAINTENANCE	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/ PP	Relief Factor	Total Staff
MAINTENANCE WORKER		6003	1	0	0	5	80	1.00	1.00
JANITOR		8001	3	3	0	5	80	1.00	*CONTRACT*
TOTAL			**3**	**3**	**0**				**1.00**

SERVICES	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/ PP	Relief Factor	Total Staff
WAREHOUSE MANAGER	Commissary	1017	1	0	0	5	80	1.00	1.00
COMMISSARY SUPERVISOR		5073	1	0	0	5	80	1.00	1.00
** WAREHOUSE/COMMISSARY WORKER		9046	6	0	0	5	80	1.00	6.00
** LAUNDRY SUPERVISOR		9009	1	0	0	5	80	1.00	1.00
TOTAL			**9**	**0**	**0**				**9.00**

PROGRAMS	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/ PP	Relief Factor	Total Staff
RECREATION SUPERVISOR		2028	1	0	0	5	80	1.00	1.00
RECREATION COORDINATOR		2017	1	1	0	5	80	1.00	2.00
PROGRAM FACILITATOR	Physical Education	2083	4	0	0	5	80	1.00	4.00
PROGRAM FACILITATOR	Monitored Care	2083	2	0	0	5	80	1.00	2.00
LIBRARY AIDE	Law Library	5017	2	1	0	7	80	1.70	5.00
LIBRARY AIDE		5017	1	1	0	7	80	1.70	3.00
ADMINISTRATIVE CLERK		5002	1	0	0	5	80	1.00	1.00
LIBRARIAN			CONTRACT / PRN						
BARBER/BEAUTY SHOP			CONTRACT / PRN						
TOTAL			**12**	**3**	**0**				**18.00**

**Positions hired under a contractual or fee basis for services rendered.*

*** Salaries and benefits reimbursed from Commissary receipts*

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.: 2011-0205
Revision No.: 1
Date of Last Revision: 11/04/2011

State: Louisiana

Area: Louisiana Parish of La Salle

** Fringe Benefits Required Follow the Occupational Listing **

This Wage Determination is applicable for service employees employed on DHS contract (Intergovernmental Service Agreement) between ICE and the service provider for the detention and care of persons detained under the authority of the INA.

CODE	OCCUPATION TITLE	FOOTNOTE	RATE
01000	**Administrative Support And Clerical Occupations**		
01011	Accounting Clerk I		11.95
01012	Accounting Clerk II		13.41
01013	Accounting Clerk III		15.00
01111	General Clerk I		8.87
01112	General Clerk II		9.68
01113	General Clerk III		10.86
01261	Personnel Assistant (Employment) I		13.67
01262	Personnel Assistant (Employment) II		15.30
01263	Personnel Assistant (Employment) III		16.73
01280	Receptionist		9.28
01311	Secretary I		10.40
01312	Secretary II		11.63
01313	Secretary III		12.97
07000	**Food Preparation And Service Occupations**		
07041	Cook I		8.46
07042	Cook II		10.17
	Food Service Production Manager		15.38
13000	**Information And Arts Occupations**		
13058	Library Technician		9.53
14000	**Information Technology Occupations**		
14160	Personal Computer Support Technician		18.59
16000	**Laundry, Dry-Cleaning, Pressing And Related Occupations**		
16250	Washer, Machine		8.51
21000	**Materials Handling And Packing Occupations**		
21150	Stock Clerk		15.91

21410	Warehouse Specialist	14.69
23000	**Mechanics And Maintenance And Repair Occupations**	
23370	General Maintenance Worker	14.45
27000	**Protective Service Occupations**	
27008	Corrections Officer	13.31
27010	Court Security Officer	14.50
	Segregation Sergent	13.71
	Assistant Shift Supervisor	13.71
	Assistant Intake Supervisor	13.71
	Classification/Case Managers	16.83
28000	**Recreation Occupations**	
28515	Recreation Specialist	18.59

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 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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 **

Assistant Intake Supervisor

Duties include: Responsible for all security/control related functions during duty shift per management instructions. Seeks to provide maximum facility coordination in prisoner supervision and safety.

Assistant Shift Supervisor

Duties include: Responsible for all security/control related functions during duty shift per management instructions. Seeks to provide maximum facility coordination in prisoner supervision and safety.

Classification/Case Managers

Duties include: provides counseling services, assists the inmates/detainess in adjusting to facilty life and obtaining needed services or changes in assignment. Develops and implements programs within the facility to meet the individual needs of inmates/detainees, to include individual and group counseling.

Food Service Production Manager

Duties include: Responsible for assisting in overall production of high quality and palatable meals for the facility opreration. Assists in the daily supervision of kitchen, service line and dining area staff. Oversees that the food service operation maintains the highest level of sanitary conditions as required.

Segregation Sergent

Duties include: Responsible for all security/control related functions during duty shift per management instructions. Seeks to provide maximum facility coordination in prisoner supervision and safety.

CONTRACT MODIFICATION P00014: 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 evidentiary 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 prosecutions 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.

********** THIS WAGE DETERMINATION WAS REPLACED 08/05/2014 **********
WD 05-2023 (Rev.-17) was first posted on www.wdol.gov on 06/25/2013
****

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

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

Wage Determination No.: 2005-2023
Revision No.: 17
Date Of Revision: 06/19/2013

Diane C. Koplewski
Director

Division of
Wage Determinations

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

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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

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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

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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

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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 Equpment Worker	9.89
28210 - Gate Attendant/Gate Tender	14.95

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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 Surface Programs	(see 2)	22.12
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

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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: $3.81 per hour or $152.40 per week or $660.40 per month

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the

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

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

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

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

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

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

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

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

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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

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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.

********** THIS WAGE DETERMINATION WAS REPLACED 12/30/2014 **********
WD 05-2023 (Rev.-18) was first posted on www.wdol.gov on 08/05/2014
****

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

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

Diane C. Koplewski
Director

Division of
Wage Determinations

Wage Determination No.: 2005-2023
Revision No.: 18
Date Of Revision: 07/25/2014

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

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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

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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

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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

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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
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24620 - Family Readiness And Support Services Coordinator	15.56
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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 Equpment Worker	9.89
28210 - Gate Attendant/Gate Tender	14.95

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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 Surface Programs	(see 2)	22.12
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

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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: $4.02 per hour or $160.80 per week or $696.79 per month

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the

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

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

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

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

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

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

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

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

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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

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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.

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WD 05-2023 (Rev.-19) was first posted on www.wdol.gov on 12/30/2014

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

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

Wage Determination No.: 2005-2023
Revision No.: 19
Date Of Revision: 12/22/2014

Diane C. Koplewski
Director

Division of
Wage Determinations

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

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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

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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

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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

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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 Equpment 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 Surface Programs	(see 2)	22.12
30621 - Weather Observer, Senior	(see 2)	24.12
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		8.17

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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: $4.02 per hour or $160.80 per week or $696.79 per month

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

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

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

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

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

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

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

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

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

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

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

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

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract

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(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

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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.

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Attachment 1-Section B, CLIN Structure-Revised Pricing

CLIN Description	Unit	Month 1 (October 7, 2016- November 6, 2016)	Unit Price for Month 2 (November 7, 2016- December 6, 2016) and Subsequent Months of Revised Pricing
CLIN XX01: Residential Beds up to 2,400. 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.	MONTH	$20,274,580.17	$12,644,488.92
CLIN XX02: Transportation-Guaranteed. This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles.	MONTH	$29,166.67	$29,166.67
CLIN XX03: Transportation-over 50,000 miles This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles	MILE	$6.76	$6.76
CLIN XX04: Education: This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year	MONTH	$837,500.00	$342,083.33
CLIN XX05: Guard Rate: This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services	HOUR (Not-to-Exceed 10,000 hours)	$35.41	$26.05
CLIN XX06: Medical Rovers	MONTH	$92,083.33	$62,937.12

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00011	09/18/2015		

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

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE (b)(6); (b)(7)(C)
WASHINGTON DC 20536

ICEDETENT MNGTDETENT 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
CITY OF ELOY
628 N MAIN ST
ELOY AZ 851312517

CODE 0025134220000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-06-0002
HSCEDM-14-F-IG237

10B. DATED (SEE ITEM 13)
09/23/2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -$6,362,954.05
See Schedule

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

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

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

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

DUNS Number: (b)(7)(E)
Contracting Officer's Representative: (b)(6); (b)(7)(C) /MPA
Email: (b)(6); (b)(7)(C) @ice.dns.gov
Telephone: 210-283-(b)(6);

[illegible] Point of Contact: (b)(6); (b)(7)(C)
Email: (b)(6); (b)(7)(C) @ice.dns.gov
Telephone: 830-378-(b)(6);

OAO DC POC: (b)(6); (b)(7)(C)
Email: (b)(6); (b)(7)(C) @ice.dns.gov
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		(b)(6); (b)(7)(C)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(b)(6); (b)(7)(C) (Signature of Contracting Officer)	9/21/15

NSN 7540-01-152-8070
Previous edition unusable

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)
	Telephone: 202-732-(b)(6);				
	The purpose of this modification is to: 1) Deobligate funding from CLINS 0001 and 0005. This funding will be moved to HSCEDM-15-F-IG290. Total funding for this task order is increased as follows: From: $296,795,061.36 By: $(6,362,954.05) To: $290,432,107.31 Exempt Action: Y Delivery: 30 Days After Award Discount Terms: (b)(2) Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW SUITE (b)(6); WASHINGTON DC 20536 FOB: Destination Period of Performance: 09/22/2014 to 09/21/2015 Change Item 0001 to read as follows(amount shown is the total amount):				
0001	Custody operations funding to establish and operate the South Texas Family Residential Center in Dilley, Texas, and in accordance with P00010 to DROIGSA-06-0002 and all attachments. Funding for this CLIN is decreased as follows: FROM: $285,367,461.36 TO: $279,255,757.31 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: SEE ATTACHMENT A Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Continued ...				279,255,757.31

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: -$6,111,704.05 Change Item 0005 to read as follows(amount shown is the total amount):				
0005	Funding for Education Monthly rate $837,500.00 Funding for this CLIN is decreased as follows: FROM: $10,050,000.00 TO: $9,798,750.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Continued ...	11.7	MO	837,500.00	9,798,750.00

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: -$251,250.00 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 7

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00001	11/19/2014	192115FAO00000025	

6. ISSUED BY CODE ICE/DCR

ICEDETENTION 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

ICEDETENT MNGTDETENT 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
CITY OF ELOY
628 N MAIN ST
ELOY AZ 851312517

CODE 0025134220000 FACILITY CODE

(x) **9A. AMENDMENT OF SOLICITATION NO.**

9B. DATED (SEE ITEM 11)

x **10A. MODIFICATION OF CONTRACT/ORDER NO.**
DROIGSA-06-0002
HSCEDM-14-F-IG237

10B. DATED (SEE ITEM 13)
09/23/2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

Net Increase: $1,187,500.00

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

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

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 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: (b)(7)(E)
Contracting Officer's Representative: (b)(7)(C); (b)(6) /MPA
Email: (b)(6); (b)(7)(C) @ice.dhs.gov
Telephone: 210-283-(b)(6);

Program Point of Contact: (b)(7)(C); (b)(6)
Email: (b)(6); (b)(7)(C) @ice.dhs.gov
Telephone: 210-283-(b)(6);

OAQ DC POC: (b)(7)(C); (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 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) (Signature of Contracting Officer)	11/19/2014

NSN 7540-01-152-8070
Previous edition unusable

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)
	Telephone: 202-732-(b)(6); (b)(7)(C) This purpose of this modification is to provide funding for CLIN 0003 Transportation and CLIN 0005 Education in accordance with Schedule B of DROIGSA-06-0002 P00010. The total amount funded on this task order has increased: From: $96,977,056.00 By: $1,187,500.00 To: $98,164,556.00 Facility Location: South Texas Family Residential Center 1925 West Highway 85 Dilley, Texas 78017 Exempt Action: Y Delivery: 30 Days After Award Discount Terms: Net 30 Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW SUITE (b)(6); (b)(7)(C) WASHINGTON DC 20536 FOB: Destination Period of Performance: 09/22/2014 to 12/31/2014 Change Item 0001 to read as follows(amount shown is the total amount):				
0001	Custody operations funding to establish and operate the South Texas Family Residential Center in Dilley, Texas, and in accordance with P00010 to DROIGSA-06-0002 and all attachments. October: $35,000,000.00 November: $35,000,000.00 December: $26,277,056.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: SEE ATTACHMENT A Funded: $0.00 Continued ...	1	EA	96,277,056.00	96,277,056.00

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Add Item 0003 as follows:				
0003	Transportation (Guaranteed minimum) 50,000 miles per annum at $350,000.00 Any miles above that will be charged at $6.76 per mile under CLIN 0004) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $350,000.00	1	YR	350,000.00	350,000.00
	Add Item 0005 as follows:				
0005	Education for month of December 2014 Monthly rate $837,500.00 Months funded has increased: From: 0 By: 1 To: 1 Funding provided has increased: From: $0.00 By: $837,500.00 To: $837,500.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $837,500.00 INVOICING INSTRUCTIONS: Service Providers/Contractors shall use these procedures when submitting an invoice. 1. Invoice Submission: Invoices shall be submitted in a .pdf format on a monthly basis via email to: Continued ...	1	MO	837,500.00	837,500.00

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Invoice.Consolidation@ice.dhs.gov 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: DHS, ICE Financial Operations - Burlington P.O. Box 1620 ATTN: ERO-FOD-FEP Williston, VT 05495-1620 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. 2. Content of Invoices: Each invoice submission shall contain the following information: (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; (ii) Dunn and Bradstreet (D&B) DUNS Number; (iii) Invoice date and invoice number; (iv) Agreement/Contract number, contract line item number and, if applicable, the order number; (v) Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered; (vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vii) Terms of any discount for prompt payment offered; (viii) Remit to Address; (ix) Name, title, and phone number of person to notify in event of defective invoice; and Continued. . .				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	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: (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. (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. (iii). Detention Services: (1) Bed day rate; (2) Residents/detainees check-in and check-out dates; (3) Number of bed days multiplied by the bed day rate; (4) Name of each detainee; (5) Residents/detainees identification information (iv). Transportation Services: (1) The mileage rate being applied for that invoice. Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(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. (v). Stationary Guard Services: (1) The itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was/were guarded. (vi). Other Direct Charges: The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. 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. As part of your obligation to safeguard information, the follow precautions are required: Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately. Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know. Use shredders when discarding paper documents containing Sensitive PII. Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information Continued ...				

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(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. 5. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.go				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00002	12/23/2014	192115FAO00000025.1	

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW (b)(7)(C); (b)(6)
WASHINGTON DC 20536

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

ICEDETENT MNGTDETENT 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
CITY OF ELOY
628 N MAIN ST
ELOY AZ 851312517

CODE 0025134220000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-06-0002
HSCEDM-14-F-IG237

10B. DATED (SEE ITEM 13)
09/23/2014

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: $5,200,000.00
SEE ATTACHMENT 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 Modification

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: (b)(7)(E)
Contracting Officer's Representative: (b)(6); (b)(7)(C) /MPA
Email: (b)(6); (b)(7)(C) @ice.dhs.gov
Telephone: (b)(7)(C); (b)(6)

Program Point of Contact: (b)(7)(C); (b)(6)
Email: (b)(6); (b)(7)(C) .dhs.gov
Telephone: 210-283-(b)(6);

OAQ DC POC: (b)(7)(C); (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 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)(7)(C); (b)(6)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	12/23/14

NSN 7540-01-152-8070
Previous edition unusable

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)
	Telephone: 202-732-(b)(6);				
	This purpose of this modification is to increase funding for CLIN 0001. Exempt Action: Y Delivery: 30 Days After Award Discount Terms: Net 30 Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW SUITE (b)(6); WASHINGTON DC 20536 FOB: Destination Period of Performance: 09/22/2014 to 12/31/2014 Change Item 0001 to read as follows(amount shown is the total amount):				
0001	Custody operations funding to establish and operate the South Texas Family Residential Center in Dilley, Texas, and in accordance with P00010 to DROIGSA-06-0002 and all attachments. October: $35,000,000.00 November: $35,000,000.00 December: $26,277,056.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD All other terms and conditions remain in full force and effect.	1	EA	101,477,056.00	101,477,056.00

REQUISITION — MATERIALS-SUPPLIES-EQUIPMENT

SEE INSTRUCTIONS ON REVERSE

1. NUMBER: 192115FAO00000025.1
2. DATE: 11-DEC-2014
3. ACTIVITY SYMBOL: See Attachment A

4. TO: NAME AND ADDRESS — PROCUREMENT SECTION (OR STOREROOM)
US DEPARTMENT OF HOMELAND SECURITY
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I ST NW
WASHINGTON, DC 20536
ATTN: (b)(6);

5. FROM: NAME AND ADDRESS — REQUISITIONER
ICE-ERO/DRO-FOD-FAO
(b)(6); (b)(7)(C) @ICE.DHS.GOV
210-283-(b)(
1777 NE LOOP 410, STE (b)(6)
SAN ANTONIO, TX 78217
US

STOCK NUMBER	DESCRIPTION OF ARTICLE (MAKE, MODEL, TYPE, SIZE, COLOR, MFGR., ETC)	QUANTITY	UNIT	COST		ACTION CODE
				UNIT PRICE	AMOUNT	
6	7	8	9	10	11	12
	CLIN 001 - MONTHLY COST (PARTIAL FUNDING)	1	EA	5,200,000 00	5,200,000 00	

Justification:
FUNDING FOR IGSA, DROIGSA-06-002 WITH THE CITY OF ELOY TO OPERATE THE SOUTH TEXAS FAMILY RESIDENTIAL CENTER IN DILLEY, TX

Recommended Vendor: 866000662
CITY HALL
628 N MAIN ST
ELOY, AZ 851312517
Phone:
Contact: CITY HALL

13. SIGNATURE OF APPROVING OFFICIAL: (b)(6); (b)(7)(C) Date: 12/11/14
14. TITLE OF APPROVING OFFICIAL: MPA

24. SIGNATURE OF FUNDING OFFICIAL: (b)(6); (b)(7)(C) Date: 11-DEC-2014
25. TITLE OF FUNDING OFFICIAL: MGMT & PROG ANAL

15. TOTAL: 5,200,000 00

16. KEY TO ACTION CODE

S	SUBSTITUTE ITEM	2	CANCELLED--NOT STOCKED
B	BACK ORDERED	3	CANCELLED--NOT ABLE TO IDENTIFY
D	PURCHASED FOR DIRECT SHIPMENT	0	OTHER -- AS INDICATED
1	CANCELLED--STOCK EXHAUSTED		

PROCUREMENT SECTION (OR STOREROOM)
17. DATE RECEIVED
18. APPROVED
19. PURCHASE ORDER: DATE / NUMBER

I CERTIFY THAT THE ABOVE ARTICLES -- COLUMNS 3, 9 AND 12 - HAVE BEEN RECEIVED.

20. LOCATION	21. DATE	22. SIGNATURE	23. TITLE

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT
Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: 192115FAC00000025.1

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
ERODETN	J24	BA	31-12-00-000	18-62-0700-00-00-00-00	GE-25-72-00	000000	$5,200,000.00

APPROPRIATION SYMBOL CROSSWALK:

FUND	FY	TAS	TITLE	AMOUNT
BA	2015	7050540		5,200,000.00

2020-ICLI-00042 5154

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)
(b)(7)(E)	See Block 16C	192115FAO00000025.4	

6. ISSUED BY CODE ICE/DCR

ICEDETENTION 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

ICEDETENT MNGTDETENT CONTRACT-LAG
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
24000 AVILA ROAD ROOM 3104
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
CITY OF ELOY
628 N MAIN ST
ELOY AZ 851312517

CODE 0025134220000 FACILITY CODE

(x) **9A. AMENDMENT OF SOLICITATION NO.**

9B. DATED *(SEE ITEM 11)*

X **10A. MODIFICATION OF CONTRACT/ORDER NO.**
DROIGSA-06-0002
HSCEDM-14-F-IG237

10B. DATED *(SEE ITEM 13)*
09/23/2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule Net Increase: $1,675,000.00

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

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

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 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: (b)(7)(E)
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); (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)*	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) *(Signature of Contracting Officer)*	3/20/2015

NSN 7540-01-152-8070
Previous edition unusable

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)
	Telephone: 202-732-(b)(6);				
	The purpose of this modification is to: 1) Provide funidng for CLIN 0005 Education in the amount of $1,675,000.00. Funding is provided to March 31, 2015. Total Funding for this task order has increased: From: $168,171,626.34 By: $1,675,000.00 To: $169,846,626.34 Exempt Action: Y Delivery: 30 Days After Award Discount Terms: (b)(2) Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW SUITE (b)(6); WASHINGTON DC 20536 FOB: Destination Period of Performance: 09/22/2014 to 03/31/2015 Change Item 0005 to read as follows(amount shown is the total amount):				
0005	Funding for education. Monthly rate $837,500.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $1,675,000.00 All other terms and conditions remain in full force and effect.	6	MO	837,500.00	5,025,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
		1 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00012	See Block 16C	192116FAO00000025.8	

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

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

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)

CITY OF ELOY
CITY OF ELOY
628 N MAIN ST
ELOY AZ 851312517

CODE 0025134220000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-06-0002
HSCEDM-14-F-IG237

10B. DATED (SEE ITEM 13)
09/23/2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Decrease: -$331,055.20

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 4.804-5 Closeout of Contract Files

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: (b)(7)(E)
Contracting Officer's Representative: (b)(6); (b)(7)(C) MPA
Email: (b)(6); (b)(7)(C) @ice.dhs.gov

Contracting Officer: (b)(6); (b)(7)(C)
Email: (b)(6); (b)(7)(C) @ice.dhs.gov

Contract Specialist: (b)(6); (b)(7)(C)
Email: (b)(6); (b)(7)(C) @ice.dhs.gov

The purpose of this modification is to:
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)
Joel G. Belloc, Mayor	(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)	3/22/16	(b)(6); (b)(7)(C) (Signature of Contracting Officer)	4/5/2016

NSN 7540-01-152-8070
Previous edition unusable

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)
	1) Deobligate excess funds in the amount of $331,055.20. Total funding for this task order has decreased as follows: From: $290,432,107.31 By: $(331,055.20) To: $290,101,052.11 2) Closeout this contractual instrument. The contractor does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract for the sum of Two Hundred Ninety Million One Hundred One Thousand Fifty Two Dollars and Eleven Cents $290,101,052.11. Therefore, this contractual instrument is hereby closed and retired. The parties hereby certify that all contract administration actions identified above have been fully and satisfactorily accomplished. Exempt Action: Y Discount Terms: (b)(2) FOB: Destination Period of Performance: 09/22/2014 to 09/21/2015 Change Item 0001 to read as follows (amount shown is the total amount):				
0001	Custody operations P00012: Deobligate $3,455.20 Funding for this CLIN is decreased as follows: FROM: $279,255,757.31 TO: $279,252,302.11 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: SEE ATTACHMENT A Funded: $0.00 Accounting Info: Continued ...				279,252,302.11

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(2); (b)(7)(E)				
	Funded: -$3,455.20				
	Accounting Info:				
	(b)(2); (b)(7)(E)				
	Funded: $0.00				
	Accounting Info:				
	(b)(2); (b)(7)(E)				
	Funded: $0.00				
	Change Item 0004 to read as follows(amount shown is the total amount):				
0004	Funding for transportation over 50,000 miles				0.00
	P00012: Deobligate $67,600.00				
	Accounting Info:				
	(b)(2); (b)(7)(E)				
	Funded: -$67,600.00				
	Change Item 0006 to read as follows(amount shown is the total amount):				
0006	Guard Rate				0.00
	P00012: Deobligate $190,000.00				
	Accounting Info:				
	(b)(6); (b)(7)(C)				
	Funded: $0.00				
	Accounting Info:				
	(b)(2); (b)(7)(E)				
	Funded: -$190,000.00				
	Change Item 0007 to read as follows(amount shown				

Continued ...

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	is the total amount):				
0007	Voluntary Work Program				0.00
	P00012: Deobligate $70,000.00				
	Period of performance through 09/21/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				
	Accounting Info: (b)(2); (b)(7)(E)				
	Funded: -$10,000.00 Accounting Info: (b)(2); (b)(7)(E)				
	Funded: -$60,000.00 (b)(2); (b)(7)(E)				
	Funded: $0.00 All other terms and conditions remain in full force and effect.				

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES: 1 | 7

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

1. DATE OF ORDER: 09/23/2014	2. CONTRACT NO. (If any): DROIGSA-06-0002
3. ORDER NO.: HSCEDM-14-F-IG237	4. REQUISITION/REFERENCE NO.: 192114FHQMSDCM182

5. ISSUING OFFICE (Address correspondence to):
ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE (b)(6);
WASHINGTON DC 20536

6. SHIP TO:
a. NAME OF CONSIGNEE: ICE ENFORCEMENT REMOVAL
b. STREET ADDRESS: IMMIGRATION AND CUSTOMS ENFORCEMENT
801 I STREET NW
SUITE (b)(6); (b)(7)(
c. CITY: WASHINGTON | d. STATE: DC | e. ZIP CODE: 20536

7. TO:
a. NAME OF CONTRACTOR: CITY OF ELOY
b. COMPANY NAME:
c. STREET ADDRESS: CITY OF ELOY
628 N MAIN ST
d. CITY: ELOY | e. STATE: AZ | f. ZIP CODE: 851312517

f. SHIP VIA:

8. TYPE OF ORDER
☐ a. PURCHASE
REFERENCE YOUR:
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☒ b. DELIVERY
Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: SEE ATTACHMENT A

10. REQUISITIONING OFFICE: ICE ENFORCEMENT REMOVAL

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT: Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE			
Destination	Destination		30 Days After Award	(b)(2)

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: (b)(7)(E) Contracting Officer's Representative: (b)(6); (b)(7)(C) /MPA Email: (b)(6); (b)(7)(C) @ice.dhs.gov Telephone: 210-283-(b)(6); Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
			$96,977,056.00

21. MAIL INVOICE TO:

SEE BILLING INSTRUCTIONS ON REVERSE

a. NAME: DHS ICE

b. STREET ADDRESS (or P.O. Box): BURLINGTON FINANCE CENTER
PO BOX 1620
ATTN ICE-ERODRO-FOD-FAO

17(i) GRAND TOTAL: $96,977,056.00

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

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/23/2014	DROIGSA-06-0002	HSCEDM-14-F-IG237

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	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); (b)(7)(C) @ice.dhs.gov Telephone: 202-732-(b)(6); This task order provides two months of funding. Facility Location: South Texas Family Residential Center 1925 West Highway 85 Dilley, Texas 78017 Exempt Action: Y Period of Performance: 09/22/2014 to 11/21/2014					
0001	Custody operations funding to establish and operate the South Texas Family Residential Center in Dilley, Texas, and in accordance with P00010 to DROIGSA-06-0002 and all attachments. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	1	EA	96,277,056.00	96,277,056.00	
0002	Ground transportation funding to establish and operate the South Texas Family Residential Center in Dilley, Texas, and in accordance with P00010 to DROISA-06-0002 and all attachments. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD INVOICING INSTRUCTIONS: Service Providers/Contractors shall use these procedures when submitting an invoice. Continued ...	1	EA	700,000.00	700,000.00	

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/23/2014	DROIGSA-06-0002	HSCEDM-14-F-IG237

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	1. Invoice Submission: Invoices shall be submitted in a .pdf format on a monthly basis via email to: Invoice.Consolidation@ice.dhs.gov 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: DHS, ICE Financial Operations - Burlington P.O. Box 1620 ATTN: ERO-FOD-FEP Williston, VT 05495-1620 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. 2. Content of Invoices: Each invoice submission shall contain the following information: (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; (ii) Dunn and Bradstreet (D&B) DUNS Number; (iii) Invoice date and invoice number; Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) ▷ $0.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/23/2014	DROIGSA-06-0002	HSCEDM-14-F-IG237

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	(iv) Agreement/Contract number, contract line item number and, if applicable, the order number; (v) Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered; (vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vii) Terms of any discount for prompt payment offered; (viii) Remit to Address; (ix) Name, title, and phone number of person to notify in event of defective invoice; and 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: (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. Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) ▷ $0.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/23/2014	DROIGSA-06-0002	HSCEDM-14-F-IG237

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	(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. (iii). Detention Services: (1) Bed day rate; (2) Residents/detainees check-in and check-out dates; (3) Number of bed days multiplied by the bed day rate; (4) Name of each detainee; (5) Residents/detainees identification information (iv). Transportation Services: (1) The mileage rate being applied for that invoice. (2) Monthly billing reports listing transportation services provided; number of miles; transportation routes provided; locations serviced and/or names/numbers of detainees transported; an itemized listing of all other charges; and, for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts. (v). Stationary Guard Services: (1) The itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was/were guarded. (vi). Other Direct Charges: The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement. Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/23/2014	DROIGSA-06-0002	HSCEDM-14-F-IG237

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	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. As part of your obligation to safeguard information, the follow precautions are required: Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately. Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know. Use shredders when discarding paper documents containing Sensitive PII. Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII. 5. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.go Continued ...					

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
09/23/2014	DROIGSA-06-0002	HSCEDM-14-F-IG237

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The total amount of award: $96,977,056.00. The obligation for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

REQUISITION — MATERIALS-SUPPLIES-EQUIPMENT

SEE INSTRUCTIONS ON REVERSE

1. NUMBER: 192114FHQMSDCM182
2. DATE: 28-AUG-2014
3. ACTIVITY SYMBOL: See Attachment A

4. TO: NAME AND ADDRESS -- PROCUREMENT SECTION (OR STOREROOM)
US DEPARTMENT OF HOMELAND SECURITY
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I ST NW
WASHINGTON, DC 20536
ATTN: (b)(6);

5. FROM: NAME AND ADDRESS -- REQUISITIONER
ICE FHQDBO FOD FAO
(b)(6); (b)(7)(C)@ICE.DHS.GOV
210-283 (b)(6)
1777 NE LOOP 410, STE (b)(6)
SAN ANTONIO, TX 78217
US

STOCK NUMBER	DESCRIPTION OF ARTICLE (MAKE, MODEL, TYPE, SIZE, COLOR, MFGR., ETC)	QUANTITY	UNIT	COST		ACTION CODE
				UNIT PRICE	AMOUNT	
6	7	8	9	10	11	12
	CUSTODY OPERATIONS FUNDING FOR NEW IGSA WITH THE CITY OF ELOY TO ESTABLISH AND OPERATE THE SOUTH TEXAS FAMILY RESIDENTIAL CENTER IN DILLEY, TX. POP FUNDED: 2 MONTHS.	1	EA	96,277,056 00	96,277,056 00	
	GROUND TRANSPORTATION FUNDING FOR NEW IGSA WITH THE CITY OF ELOY TO ESTABLISH AND OPERATE THE SOUTH TEXAS FAMILY RESIDENTIAL CENTER IN DILLEY, TX. POP FUNDED: 2 MONTHS.	1	EA	700,000 00	700,000 00	

Justification:
FUNDING FOR NEW IGSA WITH THE CITY OF ELOY TO ESTABLISH AND OPERATE THE SOUTH TEXAS FAMILY RESIDENTIAL CENTER IN DILLEY, TX. POP FUNDED: 2 MONTHS.

Recommended Vendor: 866000662
CITY OF ELOY
DBA CITY HALL
628 N MAIN ST
ELOY, AZ 85231-2517
Phone: 520-466-9201 X226

13. SIGNATURE OF APPROVING OFFICIAL: (b)(6); (b)(7)(C) Date: 9/22/2014
14. TITLE OF APPROVING OFFICIAL: M P A

24. SIGNATURE OF FUNDING OFFICIAL: (b)(6); (b)(7)(C) Date: 22-SEP-2014
25. TITLE OF FUNDING OFFICIAL: MGMT & PROG ANAL

15. TOTAL: 96,977,056 00

16. KEY TO ACTION CODE

S	SUBSTITUTE ITEM	2	CANCELLED--NOT STOCKED
B	BACK ORDERED	3	CANCELLED--NOT ABLE TO IDENTIFY
D	PURCHASED FOR DIRECT SHIPMENT	0	OTHER – AS INDICATED
1	CANCELLED--STOCK EXHAUSTED		

PROCUREMENT SECTION (OR STOREROOM)

17. DATE RECEIVED
18. APPROVED
19. PURCHASE ORDER: DATE / NUMBER

I CERTIFY THAT THE ABOVE ARTICLES -- COLUMNS 3, 9 AND 12 - HAVE BEEN RECEIVED.

20. LOCATION	21. DATE	22. SIGNATURE	23. TITLE

United States Department Of Homeland Security
Immigration And Customs Enforcement
FORM G-514 (REV. 8-1-5

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT
Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: 192114FHQMSDCM182

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
ERODETN	J24	EA	31-12-00-000	18-62-0700-00-00-00-00	GE-25-72-00	000000	$93,095,886.00
ERODETN	J24	BA	31-12-00-000	18-62-0700-00-00-00-00	GE-25-72-00	000000	$3,181,170.00
RMD10LT	000	BA	32-23-00-000	18-62-0700-00-00-00-00	GE-21-31-00	000000	$300,000.00
RMD10LT	000	EA	32-23-00-000	18-62-0700-00-00-00-00	GE-21-31-00	000000	$400,000.00

APPROPRIATION SYMBOL CROSSWALK:

FUND	FY	TAS	TITLE	AMOUNT
BA	2014	7040540		3,481,170.00
EA	2014	7040540		93,495,886.00

2020-ICLI-00042 5169

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00003	12/29/2014	192115FAO00000025.2	

6. ISSUED BY CODE ICE/DCR

ICEDETENTION 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

ICEDETENT MNGTDETENT CONTRACT-LAG
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
24000 AVILA ROAD ROOM 3104
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
CITY OF ELOY
628 N MAIN ST
ELOY AZ 851312517

CODE 0025134220000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-06-0002
HSCEDM-14-F-IG237

10B. DATED *(SEE ITEM 13)*
09/23/2014

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: $64,797,070.34
See Schedule

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

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

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 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: (b)(7)(E)
Contracting Officer's Representative: (b)(6); (b)(7)(C) /MPA
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); (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)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
	(b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR / *(Signature of person authorized to sign)* — 15C. DATE SIGNED	16C. DATE SIGNED 12/29/2014

NSN 7540-01-152-8070
Previous edition unusable

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)
	Telephone: 202-732-2387 This purpose of this modification is to increase funding for CLIN 0001 and CLIN 0005 through February 28, 2015. Exempt Action: Y Delivery: 30 Days After Award Discount Terms: (b)(2) Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW SUITE 900 WASHINGTON DC 20536 FOB: Destination Period of Performance: 09/22/2014 to 02/28/2015 Change Item 0001 to read as follows(amount shown is the total amount):				
0001	Custody operations funding to establish and operate the South Texas Family Residential Center in Dilley, Texas, and in accordance with P00010 to DROIGSA-06-0002 and all attachments. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: SEE ATTACHMENT A Funded: $62,284,570.34	1	EA	163,761,626.34	163,761,626.34
	Change Item 0005 to read as follows(amount shown is the total amount):				
0005	Funding for education. Monthly rate $837,500.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $2,512,500.00 Continued ...	4	MO	837,500.00	3,350,000.00

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

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

REQUISITION — MATERIALS-SUPPLIES-EQUIPMENT

1. NUMBER
192115FAO00000025.2

2. DATE
12-DEC-2014

3. ACTIVITY SYMBOL
See Attachment A

SEE INSTRUCTIONS ON REVERSE

4. TO: NAME AND ADDRESS -- PROCUREMENT SECTION (OR STOREROOM)
US DEPARTMENT OF HOMELAND SECURITY
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I ST NW
WASHINGTON, DC 20536
ATTN: (b)(7)(C);

5. FROM: NAME AND ADDRESS -- REQUISITIONER
ICE-ERO/DRO-FOD-FAO
(b)(6);
ICE.DHS.GOV
210-283 (b)(6)
1777 NE LOOP 410, STE (b)(
SAN ANTONIO, TX 78217
US

STOCK NUMBER	DESCRIPTION OF ARTICLE (MAKE, MODEL, TYPE, SIZE, COLOR, MFGR., ETC)	QUANTITY	UNIT	COST UNIT PRICE	COST AMOUNT	ACTION CODE
6	7	8	9	10	11	12
	CLIN 001 - MONTHLY COST THROUGH 27 FEB 2015	1	EA	62,284,570 34	62,284,570 34	
	CLIN 005:- EDUCATION THROUGH 27 FEB 2015	1	MO	2,512,500 00	2,512,500 00	

Justification:
FUNDING FOR IGSA, DROIGSA-06-002 WITH THE CITY OF ELOY TO OPERATE THE SOUTH TEXAS FAMILY RESIDENTIAL CENTER IN DILLEY, TX. TASK ORDER HSCEDM-14-F-IG237

Recommended Vendor: 866000662
CITY HALL
628 N MAIN ST
ELOY, AZ 851312517
Phone:
Contact: CITY HALL

13. SIGNATURE OF APPROVING OFFICIAL
(b)(6); (b)(7)(C)

Date 12/29/2014

14. TITLE OF APPROVING OFFICIAL

24. SIGNATURE OF FUNDING OFFICIAL
(b)(6); (b)(7)(C)

Date 29-DEC-2014

25. TITLE OF FUNDING OFFICIAL
MGMT & PROG ANAL

15. TOTAL 64,797,070 34

16. KEY TO ACTION CODE

S	SUBSTITUTE ITEM	2	CANCELLED--NOT STOCKED
B	BACK ORDERED	3	CANCELLED--NOT ABLE TO IDENTIFY
D	PURCHASED FOR DIRECT SHIPMENT	0	OTHER -- AS INDICATED
1	CANCELLED--STOCK EXHAUSTED		

PROCUREMENT SECTION (OR STOREROOM)
17. DATE RECEIVED
18. APPROVED
19. PURCHASE ORDER DATE NUMBER

I CERTIFY THAT THE ABOVE ARTICLES -- COLUMNS 3, 9 AND 12 - HAVE BEEN RECEIVED.
20. LOCATION 21. DATE 22. SIGNATURE 23. TITLE

United States Department Of Homeland Security
Immigration And Customs Enforcement
FORM G-514 (REV. 8-1-5

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT
Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: **192115FAO00000025.2**

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
ERODETN	J24	BA	31-12-00-000	18-62-0700-00-00-00-00	GE-25-72-00	000000	$62,284,570.34
ERODETN	J24	BA	31-12-00-000	18-62-0700-00-00-00-00	GE-25-72-00	000000	$2,512,500.00

APPROPRIATION SYMBOL CROSSWALK:

FUND	FY	TAS	TITLE	AMOUNT
BA	2015	7050540		64,797,070.34

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)
P00004	02/20/2015	192115FAO00000025.3	

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

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE (b)(6); (b)(7)(C
WASHINGTON DC 20536

ICEDETENT MNGTDETENT CONTRACT-LAG
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
24000 AVILA ROAD ROOM 3104
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
CITY OF ELOY
628 N MAIN ST
ELOY AZ 851312517

CODE 0025134220000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-06-0002
HSCEDM-14-F-IG237

10B. DATED (SEE ITEM 13)
09/23/2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

Net Increase: $10,000.00

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

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

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 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: (b)(7)(E)
Contracting Officer's Representative: (b)(6); (b)(7)(C) MPA
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); (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)		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) (Signature of Contracting Officer)	2/20/15

NSN 7540-01-152-8070
Previous edition unusable

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)
	Telephone: 202-732-(b)(6);				
	The purpose of this modification is to add and fund a CLIN for the voluntary work program. Exempt Action: Y Discount Terms: (b)(2) Accounting Info: (b)(2); (b)(7)(E) FOB: Destination Period of Performance: 09/22/2014 to 02/28/2015 Add Item 0007 as follows:				
0007	Voluntary Work Program Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD	1	EA	10,000.00	10,000.00
	All other terms and conditions remain in full force and effect.				

REQUISITION — MATERIALS-SUPPLIES-EQUIPMENT

1. NUMBER
192115FAO00000025.3

2. DATE
09-FEB-2015

3. ACTIVITY SYMBOL
See Attachment A

SEE INSTRUCTIONS ON REVERSE

4. TO: NAME AND ADDRESS -- PROCUREMENT SECTION (OR STOREROOM)
US DEPARTMENT OF HOMELAND SECURITY
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I ST NW
WASHINGTON, DC 20536
ATTN (b)(6);

5. FROM: NAME AND ADDRESS -- REQUISITIONER
ICE-ERO/DRO-FOD-FAO
(b)(6); ICE.DHS.GOV
210-283-4478
1777 NE LOOP 410, STE (b)(6)
SAN ANTONIO, TX 78217
US

STOCK NUMBER	DESCRIPTION OF ARTICLE (MAKE, MODEL, TYPE, SIZE, COLOR, MFGR., ETC)	QUANTITY	UNIT	COST UNIT PRICE	COST AMOUNT	ACTION CODE
6	7	8	9	10	11	12
	CLIN TBD - RESIDENT VOLUNTARY WORK PROGRAM	1	EA	10,000 00	10,000 00	

Justification:
FUNDING FOR IGSA, DROIGSA-06-002 WITH THE CITY OF ELOY TO OPERATE THE SOUTH TEXAS FAMILY RESIDENTIAL CENTER IN DILLEY, TX. TASK ORDER HSCEDM-14-F-IG237

Recommended Vendor: 866000662
CITY HALL
CITY OF ELOY
628 N. MAIN ST.
ELOY, AZ 85131-2517
Phone: 5204669201

13. SIGNATURE OF APPROVING OFFICIAL
(b)(6); (b)(7)(C)

Date 2/19/2015

14. TITLE OF APPROVING OFFICIAL
MGMT & PROG ANAL

24. SIGNATURE OF FUNDING OFFICIAL
(b)(6); (b)(7)(C)

Date 19-FEB-2015

25. TITLE OF FUNDING OFFICIAL
MGMT & PROG ANAL

15. TOTAL 10,000 00

16. KEY TO ACTION CODE

S	SUBSTITUTE ITEM	2	CANCELLED--NOT STOCKED
B	BACK ORDERED	3	CANCELLED--NOT ABLE TO IDENTIFY
D	PURCHASED FOR DIRECT SHIPMENT	0	OTHER -- AS INDICATED
1	CANCELLED--STOCK EXHAUSTED		

PROCUREMENT SECTION (OR STOREROOM)

17. DATE RECEIVED

18. APPROVED

19. PURCHASE ORDER DATE NUMBER

I CERTIFY THAT THE ABOVE ARTICLES -- COLUMNS 3, 9 AND 12 - HAVE BEEN RECEIVED.

20. LOCATION 21. DATE 22. SIGNATURE 23. TITLE

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT
Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: 192116FAO00000025.3

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
ERODETN	J24	BA	31-12-00-000	18-62-0700-00-00-00-00	GE-11-04-00	000000	$10,000.00

APPROPRIATION SYMBOL CROSSWALK:

FUND	FY	TAS	TITLE	AMOUNT
BA	2015	7050540		10,000.00

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)*
P00005	03/11/2015		

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

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE (b)(6); (b)(7)(C)
WASHINGTON DC 20536

ICEDETENT MNGTDETENT CONTRACT-LAG
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
24000 AVILA ROAD ROOM 3104
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
CITY OF ELOY
628 N MAIN ST
ELOY AZ 851312517

CODE 0025134220000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-06-0002
HSCEDM-14-F-IG237

10B. DATED *(SEE ITEM 13)*
09/23/2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 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: (b)(7)(E)
Contracting Officer's Representative: (b)(6); (b)(7)(C) /MPA
Email: (b)(6); (b)(7)(C) @ice.dhs.gov
Telephone: 210-283-4478

Program Point of Contact: (b)(7)(C); (b)(6)
Email: (b)(6); (b)(7)(C) ice.dhs.gov
Telephone: 210-283-(b)(6);

OAQ DC POC: (b)(7)(C); (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 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) *(Signature of Contracting Officer)*	3/11/15

NSN 7540-01-152-8070
Previous edition unusable

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)
	Telephone: 202-732-(b)(6);				
	The purpose of this modification is to extend the period of performance through March 31, 2015. Exempt Action: Y Period of Performance: 09/22/2014 to 03/31/2015 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 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00007	04/14/2015	192115FAO00000025.5	

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

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

ICEDETENT MNGTDETENT CONTRACT-LAG
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
24000 AVILA ROAD ROOM (b)(6);
ATTN MIKE NEPSA 949 425-7032
LAGUNA NIGUEL CA 92677

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

CODE	FACILITY CODE
0025134220000	

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-06-0002
HSCEDM-14-F-IG237

10B. DATED *(SEE ITEM 13)*
09/23/2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

Net Increase: $105,516,285.85

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

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

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 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: (b)(7)(F)
Contracting Officer's Representative: (b)(6); (b)(7)(C) /MPA
Email: (b)(6); (b)(7)(C) @ice.dhs.gov
Telephone: 210-283-(b)(6);

Program Point of Contact: Robert Guadian
Email: (b)(6); (b)(7)(C) @ice.dhs.gov
Telephone: 210-283-(b)(6);

OAQ DC POC: (b)(7)(C); (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 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) *(Signature of Contracting Officer)*	4/15/15

NSN 7540-01-152-8070
Previous edition unusable

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)
	Telephone: 202-732-(b)(6) The purpose of this modification is to: 1) Provide funding for CLINs 0001, 0005 and 0007 through August 31, 2015. Total funding for this task order has increased as follows: From: $169,846,626.34 By: $105,516,285.85 To: $275,362,912.19 Exempt Action: Y Discount Terms: (b)(2) Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW SUITE (b)(6); WASHINGTON DC 20536 FOB: Destination Period of Performance: 09/22/2014 to 08/31/2015 Change Item 0001 to read as follows(amount shown is the total amount): Custody operations funding to establish and operate the South Texas Family Residential Center in Dilley, Texas, and in accordance with P00010 to DROIGSA-06-0002 and all attachments. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 30 Days After Award Accounting Info: SEE ATTACHMENT A Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $101,268,785.85 Change Item 0005 to read as follows(amount shown is the total amount): Continued ...				
0001					265,030,412.19

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	Funding for Education Monthly rate $837,500.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 30 Days After Award Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $4,187,500.00 Change Item 0007 to read as follows(amount shown is the total amount):	11	MO	837,500.00	9,212,500.00
0007	Voluntary Work Program Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: ERODETN-J24 BA 31-12-00-000 18-62-0700-00-00-00-00 GE-11-04-00- ------ --- 000000 Funded: $60,000.00 All other terms and conditions remain in full force and effect.				70,000.00

REQUISITION — MATERIALS-SUPPLIES-EQUIPMENT

SEE INSTRUCTIONS ON REVERSE

1. NUMBER: 192115FAO00000025.5
2. DATE: 31-MAR-2015
3. ACTIVITY SYMBOL: See Attachment A

4. TO: NAME AND ADDRESS -- PROCUREMENT SECTION (OR STOREROOM)
US DEPARTMENT OF HOMELAND SECURITY
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I ST NW
WASHINGTON, DC 20536
ATTN (b)(6);

5. FROM: NAME AND ADDRESS -- REQUISITIONER
ICE-ERO/DRO-FOD-FAO
(b)(6); ICE.DHS.GOV
210-283-4478
1777 NE LOOP 410, STE (b)(6)
SAN ANTONIO, TX 78217
US

STOCK NUMBER	DESCRIPTION OF ARTICLE (MAKE, MODEL, TYPE, SIZE, COLOR, MFGR., ETC)	QUANTITY	UNIT	COST UNIT PRICE	COST AMOUNT	ACTION CODE
6	7	8	9	10	11	12
	CLIN 001 - MONTHLY COST THROUGH 31 AUG 2015	5	EA	20,253,757 17	101,268,785 85	
	CLIN 005:- EDUCATION THROUGH 31 AUG 2015	5	MO	837,500 00	4,187,500 00	
	CLIN007: RESIDENT VOLUNTARY WORK PROGRAM THROUGH 31 AUG 2015	1	EA	60,000 00	60,000 00	

Justification:
FUNDING FOR IGSA, DROIGSA-06-002 WITH THE CITY OF ELOY TO OPERATE THE SOUTH TEXAS FAMILY RESIDENTIAL CENTER IN DILLEY, TX. TASK ORDER HSCEDM-14-F-IG237

Recommended Vendor: 866000662
CITY HALL
CITY OF ELOY
628 N. MAIN ST.
ELOY, AZ 85131-2517
Phone: 5204669201

13. SIGNATURE OF APPROVING OFFICIAL: (b)(6); (b)(7)(C)
Date: 4/13/15
14. TITLE OF APPROVING OFFICIAL: MPA

24. SIGNATURE OF FUNDING OFFICIAL: (b)(6); (b)(7)(C)
Date: 13-APR-2015
25. TITLE OF FUNDING OFFICIAL: MGMT & PROG ANAL

15. TOTAL: 105,516,285 85

16. KEY TO ACTION CODE

S	SUBSTITUTE ITEM	2	CANCELLED--NOT STOCKED
B	BACK ORDERED	3	CANCELLED--NOT ABLE TO IDENTIFY
D	PURCHASED FOR DIRECT SHIPMENT	0	OTHER -- AS INDICATED
1	CANCELLED--STOCK EXHAUSTED		

PROCUREMENT SECTION (OR STOREROOM)
17. DATE RECEIVED
18. APPROVED
19. PURCHASE ORDER DATE / NUMBER

I CERTIFY THAT THE ABOVE ARTICLES -- COLUMNS 3, 9 AND 12 - HAVE BEEN RECEIVED.

20. LOCATION	21. DATE	22. SIGNATURE	23. TITLE

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT
Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: 192115FAO00000025.5

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
ERODETN	J24	BA	31-12-00-000	18-62-0700-00-00-00-00	GE-25-72-00	000000	**********
ERODETN	J24	BA	31-12-00-000	18-62-0700-00-00-00-00	GE-25-72-00	000000	$4,187,500.00
ERODETN	J24	BA	31-12-00-000	18-62-0700-00-00-00-00	GE-11-04-00	000000	$60,000.00

APPROPRIATION SYMBOL CROSSWALK:

FUND	FY	TAS	TITLE	AMOUNT
BA	2015	7050540		105,516,285.85

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 of 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00008	07/21/2015	192115FAO00000025.7	

6. ISSUED BY CODE ICE/DCR

ICEDETENTION 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

ICEDETENT MNGTDETENT CONTRACT-LAG
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
24000 AVILA ROAD ROOM 3104
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
CITY OF ELOY
628 N MAIN ST
ELOY AZ 851312517

CODE 0025134220000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-06-0002
HSCEDM-14-F-IG237

10B. DATED (SEE ITEM 13)
09/23/2014

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: $21,182,078.17
See Schedule

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

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

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 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: (b)(7)(E)
Contracting Officer's Representative: (b)(6); (b)(7)(C) /MPA
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: 830-378-(b)(6);

OAQ DC POC: (b)(7)(C); (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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(b)(6); (b)(7)(C) (Signature of Contracting Officer)	7/21/15

NSN 7540-01-152-8070
Previous edition unusable

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)
	Telephone: 202-732-(b)(6); (b)(7)(C)				
	The purpose of this modification is to: 1) Provide funding for CLINs 0001, 0005 and 0007 through September 30, 2015. 2) Add and fund CLIN 0006 Guard Rate through September 30, 2015. Total funding for this task order has increased as follows: From: $275,362,912.19 By: $21,182,078.17 To: $296,544,990.36 Exempt Action: Y Discount Terms: (b)(2) Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW SUITE (b)(6); WASHINGTON DC 20536 FOB: Destination Period of Performance: 09/22/2014 to 09/30/2015 Change Item 0001 to read as follows(amount shown is the total amount):				
0001	Custody operations funding to establish and operate the South Texas Family Residential Center in Dilley, Texas, and in accordance with P00010 to DROIGSA-06-0002 and all attachments. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 30 Days After Award Accounting Info: SEE ATTACHMENT A Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Continued ...				285,304,992.36

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: (b)(2); (b)(7)(E) Funded: $20,274,580.17 Change Item 0005 to read as follows(amount shown is the total amount):				
0005	Funding for Education Monthly rate $837,500.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 30 Days After Award Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $837,500.00	12	MO	837,500.00	10,050,000.00
	Add Item 0006 as follows:				
0006	Guard Rate Delivery: 30 Days After Award Accounting Info: (b)(2); (b)(7)(E) Funded: $9,998.00 Continued ...				9,998.00

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Change Item 0007 to read as follows(amount shown is the total amount):				
0007	Voluntary Work Program Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				130,000.00
	Accounting Info: (b)(2); (b)(7)(E)				
	Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E)				
	Funded: $0.00 (b)(2); (b)(7)(E)				
	Funded: $60,000.00 All other terms and conditions remain in full force and effect.				

REQUISITION — MATERIALS-SUPPLIES-EQUIPMENT

SEE INSTRUCTIONS ON REVERSE

1. NUMBER: 192115FAO00000025.7
2. DATE: 13-JUL-2015
3. ACTIVITY SYMBOL: See Attachment A

4. TO: NAME AND ADDRESS — PROCUREMENT SECTION (OR STOREROOM)
US DEPARTMENT OF HOMELAND SECURITY
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I ST NW
WASHINGTON, DC 20536
ATTN: (b)(6); (b)(7)(C)

5. FROM: NAME AND ADDRESS — REQUISITIONER
ICE-ERO/DRO-FOD-FAO
(b)(6); ICE.DHS.GOV
210-383-4476
1777 NE LOOP 410, STE (b)(6)
SAN ANTONIO, TX 78217
US

STOCK NUMBER	DESCRIPTION OF ARTICLE (MAKE, MODEL, TYPE, SIZE, COLOR, MFGR., ETC)	QUANTITY	UNIT	COST UNIT PRICE	COST AMOUNT	ACTION CODE
6	7	8	9	10	11	12
	CLIN 1001 - FUNDING FOR MONTHLY COST OF RESIDENTIAL BEDS UP TO 2,400 FOR THE MONTH OF OCTOBER 2015	1	EA	20,274,580 17	20,274,580 17	
	CLIN 1005:- EDUCATION FUNDING FOR THE MONTH OF OCTOBER 2015	1	MO	837,500 00	837,500 00	
	CLIN 1007: VOLUNTARY WORK PROGRAM, FUNDING FOR THE ENTIRE PERIOD OF THE TASK ORDER	1	EA	60,000 00	60,000 00	
	CLIN 1003. TRANSPORTATION GUARANTEED. TO COVER THE ENTIRE PERIOD OF THE TASK ORDER.	1	EA	350,000 00	350,000 00	
	CLIN 1006: FUNDING FOR GUARD RATE FOR THE ENTIRE PERIOD OF THE TASK ORDER	1	EA	9,998 00	9,998 00	

Justification:
FUNDING FOR IGSA, DROIGSA-08-002 WITH THE CITY OF ELOY TO OPERATE THE SOUTH TEXAS FAMILY RESIDENTIAL CENTER IN DILLEY, TX. TASK ORDER FOR THE PERIOD 1 OCTOBER 2015 THROUGH 30 SEP 2016.

Recommended Vendor: 866000662
CITY HALL
CITY OF ELOY
628 N. MAIN ST.
ELOY, AZ 85131-2517
Phone: 5204669201

13. SIGNATURE OF APPROVING OFFICIAL: (b)(6); (b)(7)(C) — Date: 7/15/2015
14. TITLE OF APPROVING OFFICIAL: [illegible]

24. SIGNATURE OF FUNDING OFFICIAL: (b)(6); (b)(7)(C) — Date: 15-JUL-2015
25. TITLE OF FUNDING OFFICIAL: MGMT & PROG ANAL

15. TOTAL: 21,532,078 17

16. KEY TO ACTION CODE

S	SUBSTITUTE ITEM	2	CANCELLED--NOT STOCKED
B	BACK ORDERED	3	CANCELLED--NOT ABLE TO IDENTIFY
D	PURCHASED FOR DIRECT SHIPMENT	0	OTHER -- AS INDICATED
1	CANCELLED--STOCK EXHAUSTED		

PROCUREMENT SECTION (OR STOREROOM)
17. DATE RECEIVED
18. APPROVED
19. PURCHASE ORDER DATE / NUMBER

I CERTIFY THAT THE ABOVE ARTICLES -- COLUMNS 3, 8 AND 12 - HAVE BEEN RECEIVED.
20. LOCATION | 21. DATE | 22. SIGNATURE | 23. TITLE

United States Department Of Homeland Security
Immigration And Customs Enforcement
FORM G-514 (REV. 8-1-S

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT
Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: **192115FAO00000025.7**

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
ERODETN	J24	BD	31-12-00-000	18-62-0700-00-00-00-00	GE-25-72-00	000000	$20,274,580.17
ERODETN	J24	BD	31-12-00-000	18-62-0700-00-00-00-00	GE-25-72-00	000000	$837,500.00
ERODETN	J24	BA	31-12-00-000	18-62-0700-00-00-00-00	GE-11-04-00	000000	$60,000.00
RMD10LT	000	BA	32-23-00-000	18-62-0700-00-00-00-00	GE-21-31-00	000000	$350,000.00
ERODETN	J24	BD	31-12-00-000	18-62-0700-00-00-00-00	GE-25-72-00	000000	$9,998.00

APPROPRIATION SYMBOL CROSSWALK:

FUND	FY	TAS	TITLE	AMOUNT
BA	2015	7050540		410,000.00
BD	2015	70X5126	Breach Bond/Detention Fund, Border and Transportation Security, Department of Homeland Security	21,122,078.17

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00009	07/23/2015	192115FAO00000025.7	

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

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

ICEDETENT MNGTDETENT CONTRACT-LAG
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
24000 AVILA ROAD ROOM 3104
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
CITY OF ELOY
628 N MAIN ST
ELOY AZ 851312517

CODE 0025134220000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-06-0002
HSCEDM-14-F-IG237

10B. DATED *(SEE ITEM 13)*
09/23/2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

Net Decrease: -$21,182,078.17

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

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

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 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: (b)(7)(E)
Contracting Officer's Representative: (b)(6); (b)(7)(C) /MPA
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: 830-378-(b)(6);

OAQ DC POC: (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)*	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) *(Signature of Contracting Officer)*	7/23/15

NSN 7540-01-152-8070
Previous edition unusable

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)
	Telephone: 202-732(b)(6);				
	The purpose of this modification is to: 1) De-obligate funding added on P00008 for CLINs 0001, 0005, 0006 and 0007. 2) And, correct the period of performance to show 09/22/2014-09/23/2015. Total funding for this task order has decreased as follows: From: $296,544,990.36 By: $21,182,078.17 To: $275,362,912.19 Exempt Action: Y Discount Terms: Net 30 Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW SUITE (b)(6); WASHINGTON DC 20536 FOB: Destination Period of Performance: 09/22/2014 to 09/23/2015 Change Item 0001 to read as follows(amount shown is the total amount):				
0001	Custody operations funding to establish and operate the South Texas Family Residential Center in Dilley, Texas, and in accordance with P00010 to DROIGSA-06-0002 and all attachments. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 30 Days After Award Accounting Info: SEE ATTACHMENT A Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Continued ...				265,030,412.19

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: (b)(2); (b)(7)(E) Funded: -$20,274,580.17 Change Item 0005 to read as follows(amount shown is the total amount):				
0005	Funding for Education Monthly rate $837,500.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Delivery: 30 Days After Award Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: -$837,500.00 Change Item 0006 to read as follows(amount shown is the total amount):	11	MO	837,500.00	9,212,500.00
0006	Guard Rate Delivery: 30 Days After Award Accounting Info: (b)(2); (b)(7)(E) Continued ...				0.00

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: -$9,998.00 Change Item 0007 to read as follows(amount shown is the total amount): Voluntary Work Program Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: -$60,000.00 All other terms and conditions remain in full force and effect.				
0007					70,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00010	07/23/2015	See Schedule	

6. ISSUED BY CODE ICE/DCR

ICEDETENTION 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

ICEDETENT MNGTDETENT CONTRACT-LAG
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
24000 AVILA ROAD ROOM (b)(6);
ATTN MIKE NEPSA 949 425-7032
LAGUNA NIGUEL CA 92677

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

CODE 0025134220000 FACILITY CODE

(x) **9A. AMENDMENT OF SOLICITATION NO.**

9B. DATED (SEE ITEM 11)

x **10A. MODIFICATION OF CONTRACT/ORDER NO.**
DROIGSA-06-0002
HSCEDM-14-F-IG237

10B. DATED (SEE ITEM 13)
09/23/2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

Net Increase: $21,432,149.17

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

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

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 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: (b)(7)(E)
Contracting Officer's Representative: (b)(6); (b)(7)(C) /MPA
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: 830-378-(b)(6);

OAQ DC POC: (b)(7)(C); (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	**15C. DATE SIGNED**	**16B. UNITED STATES OF AMERICA**	**16C. DATE SIGNED**
(Signature of person authorized to sign)		(b)(6); (b)(7)(C) (Signature of Contracting Officer)	7/23/15

NSN 7540-01-152-8070
Previous edition unusable

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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Telephone: 202-732-(b)(6);				
	The purpose of this modification is to: 1) Correct the period of performance to show it ending 09/21/2015. 2) Provide funding through to 09/21/2015 for CLINs 0001, 0005 and 0006. 3) Add and fund CLIN 0004 through 09/21/2015. 4) Extend the period of performance of the task order through 09/21/2015. Total funding for this task order is increased as follows: From: $275,362,912.19 By: $21,432,149.17 To: $296,795,061.36 Exempt Action: Y Discount Terms: (b)(2) Delivery Location Code: ICE/ERO ICE ENFORCEMENT REMOVAL IMMIGRATION AND CUSTOMS ENFORCEMENT 801 I STREET NW SUITE 900 WASHINGTON DC 20536 FOB: Destination Period of Performance: 09/22/2014 to 09/21/2015 Change Item 0001 to read as follows(amount shown is the total amount):				
0001	Custody operations funding to establish and operate the South Texas Family Residential Center in Dilley, Texas, and in accordance with P00010 to DROIGSA-06-0002 and all attachments. Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192115FAO00000025.2, 192115FAO00000025.5, 192115FAO00000025.6, 192115FAO00000025.7 Delivery: 30 Days After Award Accounting Info: Continued ...				285,367,461.36

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	SEE ATTACHMENT A Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $20,337,049.17 Change Item 0003 to read as follows(amount shown is the total amount):				
0003	Transportation (Guaranteed minimum) 50,000 miles per annum at $350,000.00 Period of performance extended through 09/21/2015. Any miles above that will be charged at $6.76 per mile under CLIN 0004) Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192115FAO00000025 Delivery: 30 Days After Award Accounting Info: (b)(7)(E) Funded: $0.00	1	YR	350,000.00	350,000.00
	Add Item 0004 as follows:				
0004	Funding for transportation over 50,000 miles Requisition No: 192115FAO00000025.6 Delivery: 30 Days After Award Accounting Info: RMD10LT-000 BA 32-23-00-000 Continued ...	1	EA	67,600.00	67,600.00

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(2); (b)(7)(E) Funded: $67,600.00 Change Item 0005 to read as follows(amount shown is the total amount):				
0005	Funding for Education Monthly rate $837,500.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192115FAO00000025.2, 192115FAO00000025.4, 192115FAO00000025.5, 192115FAO00000025.6, 192115FAO00000025.7 Delivery: 30 Days After Award Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(6); (b)(7)(C) Funded: $837,500.00	12	MO	837,500.00	10,050,000.00
	Change Item 0006 to read as follows(amount shown is the total amount):				
0006	Guard Rate Requisition No: 192115FAO00000025.6, Continued ...				190,000.00

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	192115FAO00000025.7 Delivery: 30 Days After Award Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $190,000.00 Change Item 0007 to read as follows(amount shown is the total amount):				
0007	Voluntary Work Program Period of performance through 09/21/2015 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192115FAO00000025.3, 192115FAO00000025.5, 192115FAO00000025.7 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 All other terms and conditions remain in full force and effect.				70,000.00

REQUISITION — MATERIALS-SUPPLIES-EQUIPMENT

SEE INSTRUCTIONS ON REVERSE

1. NUMBER: 192115FAO000000025.6
2. DATE: 13-JUL-2015
3. ACTIVITY SYMBOL: See Attachment A

4. TO: NAME AND ADDRESS -- PROCUREMENT SECTION (OR STOREROOM)
US DEPARTMENT OF HOMELAND SECURITY
U S IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I ST NW
WASHINGTON, DC 20536
ATTN: (b)(7)(C);

5. FROM: NAME AND ADDRESS -- REQUISITIONER
ICE-ERO/DRO-FOD-FAO
(b)(6); ICE.DHS.GOV
210-283-4478
1777 NE LOOP 410, (b)(7)(C);
SAN ANTONIO, TX 78217
US

STOCK NUMBER	DESCRIPTION OF ARTICLE (MAKE, MODEL, TYPE, SIZE, COLOR, MFGR., ETC)	QUANTITY	UNIT	COST UNIT PRICE	COST AMOUNT	ACTION CODE
6	7	8	9	10	11	12
	CLIN 001 - FUNDING FOR MONTHLY COST THROUGH SEPTEMBER 2015 AT $20,274,580.17/MONTH AND 3 MONTHS OF FUNDING FOR RELIGIOUS SERVICES DIFFERENTIAL (JUNE THROUGH AUGUST 2015, $20,823.00/MONTH).	1	EA	20,337,049 17	20,337,049 17	
	CLIN 005:- EDUCATION FUNDING THROUGH 30 SEP 2015	1	MO	837,600 00	837,600 00	
	CLIN007: $0 EXTENSION: EXTEND PERFORMANCE PERIOD FOR CLIN 007, VOLUNTARY WORK PROGRAM, THROUGH 30 SEP 2015, CURRENT FUNDING ON TASK ORDER WILL COVER.	1	EA	0 00	0 00	
	CLIN003, $0 EXTENSION, EXTEND PERFORMANCE PERIOD FOR CLIN 003, TRANSPORTATION GUARANTEED THOUGH 30 SEP 2015. CURRENT FUNDING ON TASK ORDER WILL COVER.	1	EA	0 00	0 00	
	CLIN 0004: FUNDING FOR TRANSPORTATION - OVER 50,000 MILES FOR THE ENTIRE PERIOD OF THE TASK ORDER THROUGH 30 SEP 2015	1	EA	67,600 00	67,600 00	
	CLIN006: FUNDING FOR GUARD RATE FOR ENTIRE PERIOD OF THE TASK ORDER THROUGH 30 SEP 2015	1	EA	190,000 00	190,000 00	

Justification:
FUNDING FOR IGSA, DROIGSA-08-002 WITH THE CITY OF ELOY TO OPERATE THE SOUTH TEXAS FAMILY RESIDENTIAL CENTER IN DILLEY, TX. TASK ORDER HSCEDM-14-F-IG237

Recommended Vendor: 868000862
CITY HALL
CITY OF ELOY
628 N. MAIN ST.
ELOY, AZ 85131-2517
Phone: 5204669201

12. SIGNATURE/AUTHORIZING OFFICIAL: (b)(6); (b)(7)(C) Date: 7/15/2015
14. TITLE OF APPROVING OFFICIAL: M P A

24. SIGNATURE OF FUNDING OFFICIAL: (b)(6); (b)(7)(C) Date: 15-JUL-2015
25. TITLE OF FUNDING OFFICIAL: MGMT & PROG ANAL

15. TOTAL: 21,432,149 17

16. KEY TO ACTION CODE

S	SUBSTITUTE ITEM	2	CANCELLED--NOT STOCKED
B	BACK ORDERED	3	CANCELLED--NOT ABLE TO CONFIRM
D	PURCHASED FOR DIRECT SHIPMENT	0	OTHER -- AS INDICATED
1	CANCELLED--STOCK EXHAUSTED		

PROCUREMENT SECTION (OR STOREROOM)
17. DATE RECEIVED
18. APPROVED
19. PURCHASE ORDER DATE / NUMBER

I CERTIFY THAT THE ABOVE ARTICLES -- COLUMNS 3, 9 AND 12 - HAVE BEEN RECEIVED.
20. LOCATION | 21. DATE | 22. SIGNATURE | 23. TITLE

2020-ICLI-00042 5201

Form G-514

REQUISITION - MATERIALS-SUPPLIES-EQUIPMENT
Activity Symbols
ATTACHMENT A

REQUISITION NUMBER: **192115FAO00000025.6**

PROJECT	TASK	FUND	PROGRAM	ORGANIZATION	OBJECT	UDF	AMOUNT
ERODETN	J24	BD	31-12-00-000	18-62-0700-00-00-00-00	GE-25-72-00	000000	$20,337,049.17
ERODETN	J24	BD	31-12-00-000	18-62-0700-00-00-00-00	GE-25-72-00	000000	$837,500.00
ERODETN	J24	BA	31-12-00-000	18-62-0700-00-00-00-00	GE-11-04-00	000000	$0.00
RMD10LT	000	BA	32-23-00-000	18-62-0700-00-00-00-00	GE-21-31-00	000000	$0.00
RMD10LT	000	BA	32-23-00-000	18-62-0700-00-00-00-00	GE-21-31-00	000000	$67,800.00
ERODETN	J24	BD	31-12-00-000	18-62-0700-00-00-00-00	GE-25-72-00	000000	$190,000.00

APPROPRIATION SYMBOL CROSSWALK:

FUND	FY	TAS	TITLE	AMOUNT
BA	2015	7050540		67,800.00
BD	2015	70X5126	Breach Bond/Detention Fund, Border and Transportation Security, Department of Homeland Security	21,364,549.17

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00006	See Block 16C	192117FAO00000025.10	

6. ISSUED BY CODE ICE/DCR

ICEDETENTION 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

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

CITY OF ELOY
ATTN CITY OF ELOY
CITY OF ELOY
628 N MAIN ST
ELOY AZ 851312517

CODE 0025134220000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-06-0002
HSCEDM-17-F-IG008

10B. DATED *(SEE ITEM 13)*
11/04/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

Net Increase: $13,078,676.04

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Funding Only 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: (b)(7)(E)
Contracting Officer's Representative (COR): (b)(7)(C); (b)(6)
Phone: 202-702-(b)(6);
Email: (b)(6); (b)(7)(C) @ice.dhs.gov

Alternate COR: (b)(6); (b)(7)(C) /MPA
Phone: 210-283-(b)(6);
Email: (b)(6); (b)(7)(C) @ice.dhs.gov

Contracting Officer: (b)(7)(C); (b)(6)
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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		(b)(6); (b)(7)(C) *(Signature of Contracting Officer)*	5/24/17

NSN 7540-01-152-8070
Previous edition unusable

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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Email: (b)(6); (b)(7)(C) @ice.dhs.gov Facility Location: South Texas Family Residential Center 1925 West Highway 85 Dilley, Texas 78017 Funded Period of Performance: 11/07/2016 through 05/31/2017 There is a requisition associated with this modification: 192117FAO00000025.10. The purpose of this modification is to provide additional funding in the amount of $13,078,076.04 in funding. 1. As a result funding for CLIN 0001 concerning Bed space has increased From: $74,001,808.41 By: $12,644,488.92 To: $86,646,297.83 2. As a result funding for CLIN 0002 concerning Transportation has increased From: $188,304.83 By: $ 29,166.67 To: $217,471.50 3. As a result funding for CLIN 0004 concerning Education has increased From: $2,002,827.61 By: $ 342,083.33 To: $2,344,910.94 4. As a result funding for CLIN 0006 concerning Medical Rovers has increased From: $368,438.91 By: $ 62,937.12 To: $431,421.03 5. As a result the total funding amount on this task order has increased: From: $76,568,924.76 Continued ...				

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	By: $13,078,076.04 To: $89,647,600.80 Notwithstanding the period of performance indicated above, the funding provided in this modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted. Exempt Action: Y Sensitive Award: NONE Discount Terms: (b)(2) FOB: Destination Period of Performance: 11/07/2016 to 05/31/2017 Change Item 0001 to read as follows(amount shown is the obligated amount):				
0001	Residential Beds up to 2,400. 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. Monthly Firm-Fixed Price (FFP): $12,644,488.92 Funded through May 31, 2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Continued ...				12,644,488.92

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $12,644,488.92 Change Item 0002 to read as follows(amount shown is the obligated amount):				
0002	P00005: Provide $87,500.01 in funding. Transportation-Guaranteed. This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles. $29,166.67/month Funded through May 31, 2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Continued ...				29,166.67

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E)				
	Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E)				
	Funded: $29,166.67 Change Item 0004 to read as follows(amount shown is the obligated amount):				
0004	Education: This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year. FFP: $342,083.33/month Funded through May 31, 2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E)				342,083.33
	Funded: $0.00 (b)(2); (b)(7)(E)				
	Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E)				
	Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E)				
	Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E)				
	Continued ...				

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: $342,083.33 Change Item 0006 to read as follows(amount shown is the obligated amount): Medical Rovers FFP: $62,937.12/month Funded through May 31, 2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 (b)(2); (b)(7)(E) Funded: $62,937.12 All terms and conditions of DROIGSA-06-0002/HSCEDM-17-F-IG008 shall remain unchanged.				
0006					62,937.12

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 7

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00009	See Block 16C	192117FAO00000025.13	

6. ISSUED BY	CODE	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)*

CITY OF ELOY
ATTN CITY OF ELOY
CITY OF ELOY
628 N MAIN ST
ELOY AZ 851312517

CODE 0025134220000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-06-0002
HSCEDM-17-F-IG008

10B. DATED *(SEE ITEM 13)*
11/04/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

Net Increase: $13,078,676.04

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Funding Only 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: (b)(7)(E)
Contracting Officer's Representative (COR): (b)(6); (b)(7)(C)
Phone: 202-702-(b)(6);
Email: (b)(6); (b)(7)(C) @ice.dhs.gov

Alternate COR: (b)(6); (b)(7)(C) /MPA
Phone: 210-283-(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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(b)(6); (b)(7)(C)	9/7/17

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Email: (b)(6); (b)(7)(C) @ice.dhs.gov Facility Location: South Texas Family Residential Center 1925 West Highway 85 Dilley, Texas 78017 Funded Period of Performance: 11/07/2016 through 09/30/2017 The purpose of this modification is to provide additional funding in the amount of $13,078,676.04. As a result, the total funding amount on this task order has increased: From: $128,047,981.49 By: $ 13,078,676.04 To: $141,126,657.53 Notwithstanding the period of performance indicated above, the funding provided in this modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted. Exempt Action: Y Sensitive Award: NONE Discount Terms: (b)(2) FOB: Destination Period of Performance: 11/07/2016 to 09/30/2017 Change Item 0001 to read as follows(amount shown is the obligated amount): Residential Beds up to 2,400. 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. Continued ...				
0001					12,644,488.92

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

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

Monthly Firm-Fixed Price (FFP): $12,644,488.92

Funded through 9/30/17
Product/Service Code: S206
Product/Service Description: HOUSEKEEPING- GUARD

Accounting Info:
(b)(2); (b)(7)(E)

Funded: $0.00
Accounting Info:
(b)(2); (b)(7)(E)

Funded: $0.00
Accounting Info:
(b)(2); (b)(7)(E)

Funded: $0.00
Accounting Info:
(b)(2); (b)(7)(E)

Funded: $0.00
Accounting Info:
(b)(2); (b)(7)(E)

Funded: $0.00
Accounting Info:
(b)(2); (b)(7)(E)

Funded: $0.00
Accounting Info:
(b)(2); (b)(7)(E)

Funded: $0.00
Accounting Info:
(b)(2); (b)(7)(E)

Funded: $12,644,488.92

Change Item 0002 to read as follows(amount shown is the obligated amount):

Continued ...

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	Transportation-Guaranteed. This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles. $29,166.67/month Funded through 9/30/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Continued ...				29,166.67

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: $29,166.67 Change Item 0004 to read as follows(amount shown is the obligated amount): Education: This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year. FFP: $342,083.33/month Funded through 9/30/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: ERODETN-J24 E1 31-12-00-000 18-62-0700-98-00-00-00 GE-25-72-00- ------ --- 000000 Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Continued ...				
0004					342,083.33

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E)				
	Funded: $342,083.33 Change Item 0006 to read as follows(amount shown is the obligated amount):				
0006	Medical Rovers FFP: $62,937.12/month Funded through 9/30/17 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E)				62,937.12
	Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E)				
	Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E)				
	Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E)				
	Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E)				
	Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E)				
	Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E)				
	Continued ...				

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $62,937.12 All other terms and conditions of DROIGSA-06-0002/HSCEDM-17-F-IG008 shall remain unchanged.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 7

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00011	See Block 16C	192118FAO00000025	

6. ISSUED BY	CODE	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)*

CITY OF ELOY
ATTN CITY OF ELOY
CITY OF ELOY
628 N MAIN ST
ELOY AZ 851312517

CODE 0025134220000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-06-0002
HSCEDM-17-F-IG008

10B. DATED *(SEE ITEM 13)*
11/04/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

Net Increase: $2,654,930.40

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Funding Only 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: (b)(7)(E)
Contracting Officer's Representative (COR): (b)(7)(C); (b)(6)
Phone: 202-702-(b)(6);
Email: (b)(6); (b)(7)(C) @ice.dhs.gov

Alternate COR: (b)(6); (b)(7)(C) MPA
Phone: 210-283-(b)(6);
Email: (b)(6); (b)(7)(C) @ice.dhs.gov

Contracting Officer: (b)(7)(C); (b)(6)
Phone: (b)(7)(C); (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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Digitally signed by BETHANY A STUTLER)	16C. DATE SIGNED
(Signature of person authorized to sign)		(b)(6); (b)(7)(C)	10/27/17

NSN 7540-01-152-8070
Previous edition unusable

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)
	Email: (b)(6); (b)(7)(C) @ice.dhs.gov Facility Location: South Texas Family Residential Center 1925 West Highway 85 Dilley, Texas 78017 Funded Period of Performance: 11/07/2016 through 11/06/2017. The purpose of this modification is to provide additional funding in the amount of $2,654,930.40. As a result, the total funding amount on this task order has increased: From: $154,176,166.90 By: $ 2,654,930.40 To: $156,831,097.30 Notwithstanding the period of performance indicated above, the funding provided in this modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted. Exempt Action: Y Sensitive Award: NONE Discount Terms: (b)(2) FOB: Destination Period of Performance: 11/07/2016 to 11/06/2017 Change Item 0001 to read as follows(amount shown is the obligated amount): Residential Beds up to 2,400. 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. Monthly Firm-Fixed Price (FFP): $12,644,488.92 Continued ...				
0001					2,528,897.78

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

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

Funded through 11/06/17
Product/Service Code: S206
Product/Service Description: HOUSEKEEPING- GUARD

Accounting Info:
(b)(2); (b)(7)(E)

Funded: $0.00
Accounting Info:
(b)(2); (b)(7)(E)

Funded: $0.00
Accounting Info:
(b)(2); (b)(7)(E)

Funded: $0.00
Accounting Info:
(b)(2); (b)(7)(E)

Funded: $0.00
Accounting Info:
(b)(2); (b)(7)(E)

Funded: $0.00
Accounting Info:
(b)(2); (b)(7)(E)

Funded: $0.00
Accounting Info:
(b)(2); (b)(7)(E)

Funded: $0.00
Accounting Info:
(b)(2); (b)(7)(E)

Funded: $0.00
Accounting Info:
(b)(2); (b)(7)(E)

Funded: $0.00
Continued ...

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: SEE ATTACHMENT A Funded: $2,528,897.78 Change Item 0002 to read as follows(amount shown is the obligated amount):				
0002	Transportation-Guaranteed. This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles. $29,166.67/month Funded through 11/06/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				45,028.53
	Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Continued ...				

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $45,028.53 Change Item 0004 to read as follows(amount shown is the obligated amount):				
0004	Education: This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year. FFP: $342,083.33/month Funded through 11/06/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Accounting Info: (b)(2); (b)(7)(E) Continued ...				68,416.67

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(2); (b)(7)(E)				
	Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E)				
	Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E)				
	Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E)				
	Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E)				
	Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E)				
	Funded: $68,416.67 Change Item 0006 to read as follows(amount shown is the obligated amount):				
0006	Medical Rovers FFP: $62,937.12/month Funded through 11/06/17 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E)				12,587.42
	Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E)				
	Funded: $0.00 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $12,587.42 All other terms and conditions of DROIGSA-06-0002/HSCEDM-17-F-IG008 shall remain unchanged.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00012	See Block 16C	192118FA000000025.5	

6. ISSUED BY CODE ICE/DCR

ICEDETENTION 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

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

CITY OF ELOY
ATTN CITY OF ELOY
CITY OF ELOY
628 N MAIN ST
ELOY AZ 851312517

CODE 0025134220000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-06-0002
HSCEDM-17-F-IG008

10B. DATED (SEE ITEM 13)
11/04/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Decrease: -$29,993.19

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 4.804-CLOSEOUT PROCEDURES

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: (b)(7)(E)
Contracting Officer's Representative (COR): (b)(6); (b)(7)(C)
Phone: 202-702-(b)(6);
Email: (b)(6); (b)(7)(C) @ice.dhs.gov

Alternate COR: (b)(6); (b)(7)(C) MPA
Phone: 210-283-(b)(6);
Email: (b)(6); (b)(7)(C) @ice.dhs.gov

Contracting Officer: (b)(6); (b)(7)(C)
Phone: 949-360-(b)(6); (b)(7)(
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)	BETHANY STUTLER
15B. CONTRACTOR/OFFEROR: (b)(6); (b)(7)(C) (Signature of person authorized to sign)	15C. DATE SIGNED: 1/30/18
16B. UNITED STATES OF AMERICA: (b)(6); (b)(7)(C) (Signature of Contracting Officer)	16C. DATE SIGNED: 2-5-18

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

NSN 7540-01-152-8070
Previous edition unusable

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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Email: (b)(6); (b)(7)(C) @ice.dhs.gov Contract Specialist: (b)(6); (b)(7)(C) Phone: 202-732-(b)(6); Email: (b)(6); (b)(7)(C) @ice.dhs.gov Facility Location: South Texas Family Residential Center 1925 West Highway 85 Dilley, Texas 78017 Funded Period of Performance: 11/07/2016 through 11/06/2017. The purpose of this modification is to close out contract HSCEDM-17-F-IG008 and deobligate remaining funds in the amount of $29,993.19. All deliverables have been received and all invoices have been paid. In accordance with the closeout procedures of FAR 4.804, this contract is hereby modified as follows: a) The total obligated funding is decreased as follows: From: $156,831,097.30 By: ($29,993.19) To: $156,801,104.11 b) With this closeout modification, the contractor hereby releases the Government from any and all liability under this contract Exempt Action: Y Sensitive Award: NONE Delivery: 11/07/2016 Discount Terms: (b)(2) Delivery Location Code: ICE/ERO/SAN ANTONIO IMMIGRATION CUSTOMS ENFORCEMENT 8940 FOURWINDS DRIVE SAN ANTONIO TX 78239 FOB: Destination Period of Performance: 11/07/2016 to 11/06/2017 Change Item 0002 to read as follows(amount shown is the obligated amount): Continued ...				

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	Transportation-Guaranteed. This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles. $29,166.67/month Funded through 11/06/2017 The obligated funding for this CLIN is decreased as follows: From: $350,000.04 By: ($0.04) To: $350,000.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Continued ...				-.04

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: (b)(7)(E) Funded: -$.04 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Change Item 0004 to read as follows(amount shown is the obligated amount):				
0004	Education: This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year. FFP: $342,083.33/month Funded through 11/06/2017 The obligated funding for this CLIN is decreased as follows: From: $ 4,123,744.26 By ($22,493.15) To: $ 4,101,251.11 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Continued ...				-22,493.15

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(2); Funded: -$22,493.15 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Change Item 0005 to read as follows(amount shown is the obligated amount):				
0005	Guard Rate: This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services. $35.41/hour, Not-to-Exceed 10,000 hours/month Funded through December 9, 2016 Continued ...				-7,500.00

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	The obligated funding for this CLIN is decreased as follows: From: $7,500.00 By ($7,500.00) To: 0 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: -$7,500.00 All other terms and conditions of DROIGSA-06-0002/HSCEDM-17-F-IG008 shall remain unchanged.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00007	See Block 16C	192117FAO00000025.11	

6. ISSUED BY	CODE	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)*

CITY OF ELOY
ATTN CITY OF ELOY
CITY OF ELOY
628 N MAIN ST
ELOY AZ 851312517

CODE 0025134220000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-06-0002
HSCEDM-17-F-IG008

10B. DATED *(SEE ITEM 13)*
11/04/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

Net Increase: $12,243,028.61

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Funding Only 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: (b)(7)(E)
Contracting Officer's Representative (COR): (b)(6); (b)(7)(C)
Phone: 202-702-(b)(6);
Email: (b)(6); (b)(7)(C) @ice.dhs.gov

Alternate COR: (b)(6); (b)(7)(C) MPA
Phone: 210-283-(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	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(b)(6); (b)(7)(C)	07/05/2017

NSN 7540-01-152-8070
Previous edition unusable

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)
	Email: (b)(6); (b)(7)(C) @ice.dhs.gov Facility Location: South Texas Family Residential Center 1925 West Highway 85 Dilley, Texas 78017 Funded Period of Performance: 11/07/2016 through 06/30/2017 The purpose of this modification is to provide additional funding in the amount of $12,243,028.61. As a result, the total funding amount on this task order has increased: From: $ 89,647,600.80 By: $ 12,243,028.61 To: $101,890,629.41 Notwithstanding the period of performance indicated above, the funding provided in this modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted. Exempt Action: Y Sensitive Award: NONE Discount Terms: Net 30 FOB: Destination Period of Performance: 11/07/2016 to 06/30/2017 Change Item 0001 to read as follows(amount shown is the obligated amount): Residential Beds up to 2,400. 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. Continued ...				
0001					11,842,146.50

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Monthly Firm-Fixed Price (FFP): $12,644,488.92 Funded through 6/30/17 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $11,842,146.50 Change Item 0004 to read as follows(amount shown is the obligated amount):				
0004	Education: This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year. FFP: $342,083.33/month Funded through 6/30/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...				342,083.33

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $342,083.33 Change Item 0006 to read as follows(amount shown is the obligated amount):				
0006	Medical Rovers FFP: $62,937.12/month Funded through 6/30/17 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Continued ...				58,798.78

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $58,798.78 All other terms and conditions of DROIGSA-06-0002/HSCEDM-17-F-IG008 shall remain unchanged.				

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 11

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

1. DATE OF ORDER: 11/04/2016	2. CONTRACT NO. (If any): DROIGSA-06-0002
3. ORDER NO.: HSCEDM-17-F-IG008	4. REQUISITION/REFERENCE NO.: 192117FAO00000025.1

5. ISSUING OFFICE (Address correspondence to):
ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE (b)(6);
WASHINGTON DC 20536

6. SHIP TO:
a. NAME OF CONSIGNEE: IMMIGRATION CUSTOMS ENFORCEMENT
b. STREET ADDRESS: 8940 FOURWINDS DRIVE
c. CITY: SAN ANTONIO | d. STATE: TX | e. ZIP CODE: 78239

7. TO: CITY OF ELOY
a. NAME OF CONTRACTOR: CITY OF ELOY
b. COMPANY NAME:
c. STREET ADDRESS: CITY OF ELOY, 628 N MAIN ST
d. CITY: ELOY | e. STATE: AZ | f. ZIP CODE: 851312517

f. SHIP VIA:

8. TYPE OF ORDER
☐ a. PURCHASE — REFERENCE YOUR:
☒ b. DELIVERY

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: See Schedule	10. REQUISITIONING OFFICE: ICE ENFORCEMENT REMOVAL

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone
☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O.B. POINT: Destination

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE			
Destination	Destination		11/07/2016	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: (b)(7)(E) Contracting Officer's Representative (COR): (b)(6); (b)(7)(C) Email: (b)(6); (b)(7)(C) @ice.dhs.gov Telephone: 202-702-(b)(6); Continued ...					

18. SHIPPING POINT | 19. GROSS SHIPPING WEIGHT | 20. INVOICE NO.

17(h) TOTAL (Cont. pages): $14,349,917.63

21. MAIL INVOICE TO:
a. NAME: DHS ICE
b. STREET ADDRESS (or P.O. Box): BURLINGTON FINANCE CENTER, PO BOX 1620, ATTN ICE-ERODRO-FOD-FAO
c. CITY: WILLISTON | d. STATE: VT | e. ZIP CODE: 05495-1620

SEE BILLING INSTRUCTIONS ON REVERSE

17(i) GRAND TOTAL: $14,349,917.63

22. UNITED STATES OF AMERICA BY (Signature): (b)(6); (b)(7)(C)

23. NAME (Typed): (b)(7)(C); (b)(6)
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
11/04/2016	DROIGSA-06-0002	HSCEDM-17-F-IG008

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Alternate COR: (b)(6); (b)(7)(C) /MPA Email: (b)(6); (b)(7)(C) @ice.dhs.gov Telephone: 210-283-4478 OAQ DC Contract Specialist: (b)(6); (b)(7)(C) Email: (b)(6); (b)(7)(C) @ice.dhs.gov Telephone: 202-732-(b)(6); Facility Location: South Texas Family Residential Center 1925 West Highway 85 Dilley, Texas 78017 The purpose of this task order is to order services for the housing and care of family residents at the South Texas Family Residential Center under Inter-Governmental Service Agreement (IGSA) No. DROIGSA-06-0002. This order is subject to the Terms and Conditions outlined in DROIGSA-06-0002, P00027. Total Funding on this task order has increased: From: $0 By: $14,349,917.63 To: $14,349,917.63 The period of performance is 11/7/16-12/9/16. The funding provided in this Task Order is the amount presently available for payment and allotted to this Task Order. The Service Provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this Task Order. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
11/04/2016	DROIGSA-06-0002	HSCEDM-17-F-IG008

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	performance beyond the funding allotted. All other terms and conditions of said IGSA remain the same. Exempt Action: Y Period of Performance: 11/07/2016 to 12/09/2016					
0001	Residential Beds up to 2,400. 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. Monthly Firm-Fixed Price (FFP): $12,644,488.92 Funded through December 9, 2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $13,891,616.60				13,891,616.60	
0002	Transportation-Guaranteed. This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles. $29,166.67/month Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $5,833.35 Continued ...				5,833.35	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $13,897,449.95

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
11/04/2016	DROIGSA-06-0002	HSCEDM-17-F-IG008

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0003	Transportation-over 50,000 miles. This transportation CLIN accounts for all expenses (including fuel) associated with transportation over 50,000 miles $6.76/mile Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: Funded: $0.00				0.00	
0004	Education: This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year. FFP: $342,083.33/month Funded through December 9, 2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(7)(E) Funded: $375,823.06				375,823.06	
0005	Guard Rate: This CLIN provides a fully burdened labor rate for up to 10,000 hours of guard services. $35.41/hour, Not-to-Exceed 10,000 hours/month Funded through December 9, 2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...				7,500.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $383,323.06

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
11/04/2016	DROIGSA-06-0002	HSCEDM-17-F-IG008

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Accounting Info: (b)(2); (b)(7)(E) Funded: $7,500.00					
0006	Medical Rovers FFP: $62,937.12/month Funded through December 9, 2016 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $69,144.62 Invoice Instructions: ICE - ERO Contracts Service Providers/Contractors shall use these procedures when submitting an invoice. 1. Invoice Submission: Invoices shall be submitted in a ".pdf" format in accordance with the contract terms and conditions via email, United States Postal Service (USPS) or facsimile as follows: a) Email: • Invoice.Consolidation@ice.dhs.gov • Contracting Officer Representative (COR) or Government Point of Contact (GPOC) • Contract Specialist/Contracting Officer Each email shall contain only (1) invoice and the invoice number shall be indicated on the subject line of the email. b) USPS: Continued ...				69,144.62	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $69,144.62

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
11/04/2016	DROIGSA-06-0002	HSCEDM-17-F-IG008

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DHS, ICE Financial Operations - Burlington P.O. Box 1620 Williston, VT 05495-1620 ATTN: ERO-FOD-FAO 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. c) Facsimile: Alternative Invoices shall be submitted to: (802)-288-7658 Submissions by facsimile shall include a cover sheet, point of contact and the number of total pages. Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice. 2. Content of Invoices: Each invoice shall contain the following information in accordance with 52.212-4 (g), as applicable: (i). Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in Continued ...					

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
11/04/2016	DROIGSA-06-0002	HSCEDM-17-F-IG008

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	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; (ii). Dunn and Bradstreet (D&B) DUNS Number; (iii). Invoice date and invoice number; (iv). Agreement/Contract number, contract line item number and, if applicable, the order number; (v). Description, quantity, unit of measure, unit price, extended price and period of performance of the items or services delivered; (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; (vii). Terms of any discount for prompt payment offered; (viii). Remit to Address; (ix). Name, title, and phone number of person to resolve invoicing issues; (x). ICE program office designated on order/contract/agreement and (xi). Mark invoice as "Interim" (Ongoing performance and additional billing expected) and "Final" (performance complete and no additional billing) (xii). Electronic Funds Transfer (EFT) banking information in accordance with 52.232-33 Payment by Electronic Funds Transfer - System for Award Management or 52-232-34, Payment by Electronic Funds Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
11/04/2016	DROIGSA-06-0002	HSCEDM-17-F-IG008

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Transfer - Other than System for Award Management. 3. Invoice Supporting Documentation. To ensure payment, the vendor must submit supporting documentation which provides substantiation for the invoiced costs to the Contracting Officer Representative (COR) or Point of Contact (POC) identified in the contract. Invoice charges must align with the contract CLINs. Supporting documentation is required when guaranteed minimums are exceeded and when allowable costs are incurred. Details are as follows: (i). Guaranteed Minimums. If a guaranteed minimum is not exceeded on a CLIN(s) for the invoice period, no supporting documentation is required. When a guaranteed minimum is exceeded on a CLIN (s) for the invoice period, the Contractor is required to submit invoice supporting documentation for all detention services provided during the invoice period which provides the information described below: a. Detention Bed Space Services • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information (ii). Allowable Incurred Cost. Fixed Unit Price Items (items for allowable incurred costs, such as transportation services, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and shall be submitted in .pdf format: Continued ...					

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
11/04/2016	DROIGSA-06-0002	HSCEDM-17-F-IG008

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	a. Detention Bed Space Services. For detention bed space CLINs without a GM, the supporting documentation must include: • Bed day rate; • Detainees check-in and check-out dates; • Number of bed days multiplied by the bed day rate; • Name of each detainee; • Detainees identification information b. Transportation Services: For transportation CLINs without a GM, the supporting documentation must include: • Mileage rate being applied for that invoice; • Number of miles; • Transportation routes provided; • Locations serviced; • Names of detainees transported; • Itemized listing of all other charges; and, • for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts. c. Stationary Guard Services: The itemized monthly invoice shall state: • The location where the guard services were provided, • The employee guard names and number of hours being billed, • The employee guard names and duration of the billing (times and dates), and • (4) for individual or detainee group escort services only, the name of the detainee(s) that was/were escorted. d. Other Direct Charges (e.g. VTC support, transportation meals/sack lunches, volunteer detainee wages, etc.): 1) The invoice shall include appropriate Continued ...					

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
11/04/2016	DROIGSA-06-0002	HSCEDM-17-F-IG008

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	supporting documentation for any direct charge billed for reimbursement. For charges for detainee support items (e.g. meals, wages, etc.), the supporting documentation should include the name of the detainee(s) supported and the date(s) and amount(s) of support. (iii) Firm Fixed-Price CLINs. Supporting documentation is not required for charges for FFP CLINs. 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. As part of your obligation to safeguard information, the follow precautions are required: (i) Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately to the Contracting Officer Representative assigned to the contract. (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. Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
11/04/2016	DROIGSA-06-0002	HSCEDM-17-F-IG008

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	(iii) Use shredders when discarding paper documents containing Sensitive PII. (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. 5. Invoice Inquiries. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.gov. The total amount of award: $14,349,917.63. The obligation for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00001	See Block 16C	See Schedule	

6. ISSUED BY CODE ICE/DCR

ICEDETENTION 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

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

CITY OF ELOY
ATTN CITY OF ELOY
CITY OF ELOY
628 N MAIN ST
ELOY AZ 851312517

CODE 0025134220000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002
HSCEDM-17-F-IG008

10B. DATED *(SEE ITEM 13)* 11/04/2016

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: $43,750.00
See Schedule

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Funding 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: (b)(7)(F)
Contracting Officer's Representative (COR): (b)(6); (b)(7)(C)
Email: (b)(6); (b)(7)(C) @ice.dhs.gov
Telephone: 202-702-(b)(6);

Alternate COR: (b)(6); (b)(7)(C) /MPA
Email: (b)(6); (b)(7)(C) @ice.dhs.gov
Telephone: 210-283-(b)(6);

OAQ DC Contract Specialist: (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)*	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) Digitally signed by BETHANY A STUTLER ment	11/15/2016

NSN 7540-01-152-8070
Previous edition unusable

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)
	Telephone: 202-732-(b)(6);				
	Facility Location: South Texas Family Residential Center 1925 West Highway 85 Dilley, Texas 78017 The purpose of this modification is to provide $43,750.00 in funding. Total Funding on this task order has increased: From: $14,349,917.63 By: $43,750.00 To: $14,393,667.63 The period of performance is 11/7/16-12/9/16. The funding provided in this Task Order is the amount presently available for payment and allotted to this Task Order. The Service Provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this Task Order. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted. All other terms and conditions of said IGSA remain the same. Exempt Action: Y Discount Terms: (b)(2) Accounting Info: (b)(2); (b)(7)(E) FOB: Destination Period of Performance: 11/07/2016 to 12/09/2016 Change Item 0002 to read as follows(amount shown is the obligated amount):				
0002	P00001: Provide $43,750.00 in funding. Transportation-Guaranteed. This guaranteed transportation CLIN accounts for all expenses Continued ...				43,750.00

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(including fuel) associated with the guaranteed 50,000 miles. $29,166.67/month Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Requisition No: 192117FAO00000025.1, 192117FAO00000025.3				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 5

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00003	See Block 16C	192117FAO00000025.6	

6. ISSUED BY	CODE	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)*

CITY OF ELOY
ATTN CITY OF ELOY
CITY OF ELOY
628 N MAIN ST
ELOY AZ 851312517

CODE 0025134220000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-06-0002
HSCEDM-17-F-IG008

10B. DATED *(SEE ITEM 13)*
11/04/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

Net Increase: $9,889,629.01

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Funding 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: (b)(7)(E)
Contracting Officer's Representative (COR): (b)(6); (b)(7)(C)
Email: (b)(6); (b)(7)(C) @ice.dhs.gov
Telephone: 202-702-(b)(6); (b)(7)(C)

Alternate COR: (b)(6); (b)(7)(C) /MPA
Email: (b)(6); (b)(7)(C) @ice.dhs.gov
Telephone: 210-283-(b)(6);

OAQ DC Contract Specialist: (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)*	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)	12/29/16

NSN 7540-01-152-8070
Previous edition unusable

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)
	Telephone: 202-732-(b)(6); (b)(7)(C)				
	Facility Location:				
	South Texas Family Residential Center 1925 West Highway 85 Dilley, Texas 78017				
	The purpose of this modification is to provide $9,889,629.01 in funding.				
	Total Funding on this task order has increased: From: $27,443,267.63 By: $9,889,629.01 To: $37,332,896.64				
	The period of performance is 11/7/16-01/31/17.				
	The funding provided in this Task Order is the amount presently available for payment and allotted to this Task Order. The Service Provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this Task Order. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted.				
	All other terms and conditions of said IGSA remain the same. Exempt Action: Y Discount Terms: (b)(2) FOB: Destination Period of Performance: 11/07/2016 to 01/31/2017				
	Change Item 0001 to read as follows(amount shown is the obligated amount):				
0001	Residential Beds up to 2,400. 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.				9,561,312.17
	Monthly Firm-Fixed Price (FFP): $12,644,488.92				
	Continued ...				

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded through January 31, 2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $9,561,312.17				
0002	Change Item 0002 to read as follows(amount shown is the obligated amount): P00003: Provide $22,054.80 in funding. Transportation-Guaranteed. This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles. $29,166.67/month Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Continued ...				22,054.80

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $22,054.80 Change Item 0004 to read as follows(amount shown is the obligated amount):				
0004	Education: This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year. FFP: $342,083.33/month Funded through January 31, 2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $258,671.23 Change Item 0006 to read as follows(amount shown is the obligated amount):				258,671.23
0006	Medical Rovers FFP: $62,937.12/month Funded through January 31, 2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Continued ...				47,590.81

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(2); (b)(7)(E)				
	Funded: $0.00				
	Accounting Info:				
	(b)(2); (b)(7)(E)				
	Funded: $0.00				
	Accounting Info:				
	(b)(2); (b)(7)(E)				
	Funded: $47,590.81				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00004	See Block 16C	192117FAO00000025.7	

6. ISSUED BY CODE ICE/DCR

ICEDETENTION 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

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

CITY OF ELOY
ATTN CITY OF ELOY
CITY OF ELOY
628 N MAIN ST
ELOY AZ 851312517

CODE 0025134220000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002
HSCEDM-17-F-IG008

10B. DATED *(SEE ITEM 13)* 11/04/2016

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: $39,148,528.11
See Schedule

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Funding 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: (b)(7)(E)
Contracting Officer's Representative (COR): (b)(6); (b)(7)(C)
Email: (b)(6); (b)(7)(C) @ice.dhs.gov
Telephone: 202-702-(b)(6);

Alternate COR: (b)(6); (b)(7)(C) MPA
Email: (b)(6); (b)(7)(C) @ice.dhs.gov
Telephone: 210-283-(b)(6);

OAQ DC Contract Specialist: (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)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
	(b)(6); (b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED
_____ *(Signature of person authorized to sign)*		2/7/17

NSN 7540-01-152-8070
Previous edition unusable

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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Telephone: 202-732-(b)(6); (b)(7)(C)				
	Facility Location:				
	South Texas Family Residential Center 1925 West Highway 85 Dilley, Texas 78017				
	The purpose of this modification is to provide $39,148,528.11 in funding.				
	Total Funding on this task order has increased: From: $37,332,896.64 By: $39,148,528.11 To: $76,481,424.75				
	The period of performance is 11/7/16-04/30/17.				
	The funding provided in this Task Order is the amount presently available for payment and allotted to this Task Order. The Service Provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this Task Order. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted.				
	All other terms and conditions of said IGSA remain the same. Exempt Action: Y Discount Terms: (b)(2) FOB: Destination Period of Performance: 11/07/2016 to 04/30/2017				
	Change Item 0001 to read as follows(amount shown is the obligated amount):				
0001	Residential Beds up to 2,400. 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.				37,933,466.76
	Monthly Firm-Fixed Price (FFP): $12,644,488.92				
	Continued ...				

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded through April 30, 2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $37,933,466.76 Change Item 0004 to read as follows(amount shown is the obligated amount):				
0004	Education: This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year. FFP: $342,083.33/month Funded through April 30, 2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: Continued ...				1,026,249.99

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(2); (b)(7)(E)				
	Funded: $0.00 Accounting Info:				
	(b)(2); (b)(7)(E)				
	Funded: $1,026,249.99 Change Item 0006 to read as follows(amount shown is the obligated amount):				
0006	Medical Rovers FFP: $62,937.12/month Funded through April 30, 2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info:				188,811.36
	(b)(2); (b)(7)(E)				
	Funded: $0.00 Accounting Info:				
	(b)(2); (b)(7)(E)				
	Funded: $0.00 Accounting Info:				
	(b)(2); (b)(7)(E)				
	Funded: $0.00 Accounting Info:				
	(b)(2); (b)(7)(E)				
	Funded: $188,811.36				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00005	See Block 16C	192117FAO00000025.9	

6. ISSUED BY	CODE	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)*

CITY OF ELOY
ATTN CITY OF ELOY
CITY OF ELOY
628 N MAIN ST
ELOY AZ 851312517

CODE 0025134220000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-06-0002
HSCEDM-17-F-IG008

10B. DATED *(SEE ITEM 13)*
11/04/2016

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: $87,500.01
See Schedule

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Funding 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: (b)(4)
Contracting Officer's Representative (COR): (b)(6); (b)(7)(C)
Email: (b)(6); (b)(7)(C) @ice.dhs.gov
Telephone: 202-702-(b)(6);

Alternate COR: (b)(6); (b)(7)(C) /MPA
Email: (b)(6); (b)(7)(C) @ice.dhs.gov
Telephone: 210-283-(b)(6);

OAQ DC Contracting Officer: (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)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
	(b)(6); (b)(7)(C)

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)		3/23/17

NSN 7540-01-152-8070
Previous edition unusable

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)
	Telephone: 202-732-(b)(6); (b)(7)(C)				
	Facility Location: South Texas Family Residential Center 1925 West Highway 85 Dilley, Texas 78017 The purpose of this modification is to provide $87,500.01 in funding. Total Funding on this task order has increased: From: $76,481,424.75 By: $87,500.01 To: $76,568,924.76 The period of performance is 11/7/16-04/30/17. The funding provided in this Task Order is the amount presently available for payment and allotted to this Task Order. The Service Provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this Task Order. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted. All other terms and conditions of said IGSA remain the same. Exempt Action: Y Sensitive Award: NONE Discount Terms: (b)(2) Accounting Info: (b)(2); (b)(7)(E) FOB: Destination Period of Performance: 11/07/2016 to 04/30/2017 Change Item 0002 to read as follows(amount shown is the obligated amount): P00005: Provide $87,500.01 in funding. Transportation-Guaranteed. This guaranteed transportation CLIN accounts for all expenses Continued ...				
0002					87,500.01

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(including fuel) associated with the guaranteed 50,000 miles. $29,166.67/month Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00008	See Block 16C	192117FAO00000025.12	

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE 930
WASHINGTON DC 20536

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
ATTN CITY OF ELOY
CITY OF ELOY
628 N MAIN ST
ELOY AZ 851312517

CODE 0025134220000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002
HSCEDM-17-F-IG008

10B. DATED *(SEE ITEM 13)* 11/04/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

Net Increase: $26,157,352.08

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Funding Only 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: (b)(7)(E)
Contracting Officer's Representative (COR): (b)(6); (b)(7)(C)
Phone: 202-702-(b)(6);
Email: (b)(6); (b)(7)(C) @ice.dhs.gov

Alternate COR: (b)(6); (b)(7)(C) /MPA
Phone: 210-283-(b)(6);
Email: (b)(6); (b)(7)(C) @ice.dhs.gov

Contracting Officer: (b)(6); (b)(7)(C)
Phone: (b)(6); (b)(7)(C)
Continued ...

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
	(b)(6); (b)(7)(C)
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16C. DATE SIGNED 7-31-17

NSN 7540-01-152-8070
Previous edition unusable

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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Email: (b)(6); (b)(7)(C) @ice.dhs.gov Facility Location: South Texas Family Residential Center 1925 West Highway 85 Dilley, Texas 78017 Funded Period of Performance: 11/07/2016 through 08/31/2017 The purpose of this modification is to provide additional funding in the amount of $26,157,352.08. As a result, the total funding amount on this task order has increased: From: $101,890,629.41 By: $ 26,157,352.08 To: $128,047,981.49 Notwithstanding the period of performance indicated above, the funding provided in this modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted. Exempt Action: Y Sensitive Award: NONE Discount Terms: (b)(2) FOB: Destination Period of Performance: 11/07/2016 to 08/31/2017 Change Item 0001 to read as follows(amount shown is the obligated amount): Residential Beds up to 2,400. 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. Continued ...				
0001					25,288,977.84

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Monthly Firm-Fixed Price (FFP): $12,644,488.92 Funded through 8/31/17 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $25,288,977.84 Change Item 0002 to read as follows(amount shown is the obligated amount):				
0002	Transportation-Guaranteed. This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles. Continued ...				58,333.34

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	$29,166.67/month Funded through 8/31/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $58,333.34 Change Item 0004 to read as follows(amount shown is the obligated amount):				
0004	Education: This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year. Continued ...				684,166.66

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FFP: $342,083.33/month Funded through 8/31/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $684,166.66 Change Item 0006 to read as follows(amount shown is the obligated amount):				
0006	Medical Rovers FFP: $62,937.12/month Funded through 8/31/17 Continued ...				125,874.24

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $125,874.24 All other terms and conditions of DROIGSA-06-0002/HSCEDM-17-F-IG008 shall remain unchanged.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 6

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00010	See Block 16C	192117FAO000000025.14	

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE 930
WASHINGTON DC 20536

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
ATTN CITY OF ELOY
CITY OF ELOY
628 N MAIN ST
ELOY AZ 851312517

CODE 0025134220000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002
HSCEDM-17-F-IG008

10B. DATED *(SEE ITEM 13)* 11/04/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule Net Increase: $13,049,509.37

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Funding Only 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: 002513422
Contracting Officer's Representative (COR): (b)(6); (b)(7)(C)
Phone: 202-702-(b)(6);
Email: (b)(6); (b)(7)(C) @ice.dhs.gov

Alternate COR: (b)(6); (b)(7)(C) /MPA
Phone: 210-283-(b)(6);
Email: (b)(6); (b)(7)(C) .dhs.gov

Contracting Officer: (b)(7)(C); (b)(6)
Phone: 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)(7)(C); (b)(6)
15B. CONTRACTOR/OFFEROR / 15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	9/25/17

NSN 7540-01-152-8070
Previous edition unusable

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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Email: (b)(6); (b)(7)(C) @ice.dhs.gov Facility Location: South Texas Family Residential Center 1925 West Highway 85 Dilley, Texas 78017 Funded Period of Performance: 11/07/2016 through 10/31/2017 The purpose of this modification is to provide additional funding in the amount of $13,049,509.37 As a result, the total funding amount on this task order has increased: From: $141,126,657.53 By: $13,049,509.37 To: $154,176,166.90 Notwithstanding the period of performance indicated above, the funding provided in this modification is the amount presently available for payment and allotted to this task order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to the items currently funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted. Exempt Action: Y Sensitive Award: NONE Discount Terms: (b)(2) FOB: Destination Period of Performance: 11/07/2016 to 10/31/2017 Change Item 0001 to read as follows(amount shown is the obligated amount): Residential Beds up to 2,400. 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. Monthly Firm-Fixed Price (FFP): $12,644,488.92 Continued ...				
0001					12,644,488.92

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded through 10/31/17 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $12,644,488.92 Continued ...				

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Change Item 0004 to read as follows(amount shown is the obligated amount):				
0004	Education: This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year. FFP: $342,083.33/month Funded through 10/31/2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Accounting Info: (b)(7)(E) Funded: $0.00 Continued ...				342,083.33

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $342,083.33 Change Item 0006 to read as follows(amount shown is the obligated amount):				
0006	Medical Rovers FFP: $62,937.12/month Funded through 10/31/17 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Continued ...				62,937.12

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DROIGSA-06-0002/HSCEDM-17-F-IG008/P00010	PAGE 6 OF 6

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $62,937.12 All other terms and conditions of DROIGSA-06-0002/HSCEDM-17-F-IG008 shall remain unchanged.				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00002	See Block 16C	192117FAO00000025.5	

6. ISSUED BY CODE ICE/DCR

ICEDETENTION 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

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

CITY OF ELOY
ATTN CITY OF ELOY
CITY OF ELOY
628 N MAIN ST
ELOY AZ 851312517

CODE 0025134220000 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

X 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-06-0002
HSCEDM-17-F-IG008

10B. DATED *(SEE ITEM 13)*
11/04/2016

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

Net Increase: $13,049,600.00

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

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Funding 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: (b)(7)(E)
Contracting Officer's Representative (COR): (b)(6); (b)(7)(C)
Email: (b)(6); (b)(7)(C) @ice.dhs.gov
Telephone: 202-702-(b)(6);

Alternate COR: (b)(6); (b)(7)(C) MPA
Email: (b)(6); (b)(7)(C) @ice.dhs.gov
Telephone: 210-283-(b)(6);

OAQ DC Contract Specialist: (b)(6); (b)(7)(C)
Email: (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	16C. DATE SIGNED
(Signature of person authorized to sign)		12/15/16

NSN 7540-01-152-8070
Previous edition unusable

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)
	Telephone: 202-732-(b)(6);				
	Facility Location: South Texas Family Residential Center 1925 West Highway 85 Dilley, Texas 78017 The purpose of this modification is to provide $13,049,600.00 in funding. Total Funding on this task order has increased: From: $14,393,667.63 By: $13,049,600.00 To: $27,443,267.63 The period of performance is 11/7/16-01/08/17. The funding provided in this Task Order is the amount presently available for payment and allotted to this Task Order. The Service Provider agrees to perform to the point that does not exceed the total amount currently allotted to the items funded under this Task Order. The Service Provider is not authorized to continue work on those items beyond that point. The Government will not be obligated to reimburse the Service Provider in excess of the amount allotted to those items for performance beyond the funding allotted. All other terms and conditions of said IGSA remain the same. Exempt Action: Y Discount Terms: (b)(2) FOB: Destination Period of Performance: 11/07/2016 to 01/08/2017 Change Item 0001 to read as follows(amount shown is the obligated amount):				
0001	Residential Beds up to 2,400. 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. Monthly Firm-Fixed Price (FFP): $12,644,488.92				12,615,412.88

Continued ...

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Funded through January 8, 2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $12,615,412.88 Change Item 0002 to read as follows(amount shown is the obligated amount):				
0002	P00002: Provide $29,166.67 in funding. Transportation-Guaranteed. This guaranteed transportation CLIN accounts for all expenses (including fuel) associated with the guaranteed 50,000 miles. $29,166.67/month Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $29,166.67 Change Item 0004 to read as follows(amount shown is the obligated amount): Continued ...				29,166.67

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	Education: This CLIN accounts for all costs associated with education to include fuel and transportation costs for four field trips per year. FFP: $342,083.33/month Funded through January 8, 2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $342,083.33 Change Item 0006 to read as follows(amount shown is the obligated amount):				342,083.33
0006	Medical Rovers FFP: $62,937.12/month Funded through January 8, 2017 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: (b)(2); (b)(7)(E) Funded: $0.00 Accounting Info: (b)(2); (b)(7)(E) Funded: $62,937.12				62,937.12

J-1 –Preliminary Site Staffing Matrix

Site Location	Staffing Discipline	Position	Position Code
Alexandria	LVN/LPN	Licensed Vocational/Practical Nurse	AX-LPN-1
Alexandria	LVN/LPN	Licensed Vocational/Practical Nurse	AX-LPN-2
Alexandria	LVN/LPN	Licensed Vocational/Practical Nurse	AX-LPN-3
Alexandria	LVN/LPN	Licensed Vocational/Practical Nurse	AX-LPN-4
Alexandria	LVN/LPN	Licensed Vocational/Practical Nurse	AX-LPN-5
Alexandria	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	AX-C-LPN-1
Alexandria	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	AX-C-LPN-2
Alexandria	MLP	Nurse Practitioner / Physicians Assistant	AX-MLP-1
Alexandria	MLP	Nurse Practitioner / Physicians Assistant	AX-MLP-2
Alexandria	RN	Registered Nurse	AX-RN-1
Alexandria	RN	Registered Nurse	AX-RN-2
Alexandria	RN	Registered Nurse	AX-RN-3
Alexandria	RN	Registered Nurse	AX-RN-4
Alexandria	RN	Registered Nurse	AX-RN-5
Alexandria	RN	Registered Nurse	AX-RN-6
Alexandria	RN	Registered Nurse	AX-RN-7
Alexandria	RN	Registered Nurse	AX-RN-8
Alexandria	RN	Registered Nurse	AX-RN-9
Alexandria	RN	Registered Nurse	AX-RN-10
Alexandria	RN	Registered Nurse	AX-RN-11
Alexandria	RN	Registered Nurse	AX-RN-12
Alexandria	RN	Registered Nurse	AX-RN-13
Alexandria	RN	Registered Nurse	AX-RN-14
Alexandria	RN	Registered Nurse-Casual	AX-C-RN-1
Alexandria	RN	Registered Nurse-Casual	AX-C-RN-2
Alexandria	RN	Registered Nurse-Casual	AX-C-RN-3
Alexandria	Technician/Assistants	Administrative Assistant	AX-AA-1
Alexandria	Technician/Assistants	Medical Records Technician	AX-MRT-1
Alexandria	Technician/Assistants	Medical Records Technician	AX-MRT-2
Alexandria	Technician/Assistants	Medical Records Technician	AX-MRT-3
Alexandria	Technician/Assistants	Pharmacy Technician	AX-PT-1
Alexandria	Technician/Assistants	Radiology Technician	AX-RT-1

Site Location	Staffing Discipline	Position	Position Code
Alexandria	Technician/Assistants	Radiology Technician	AX-RT-2
Berks	LVN/LPN	Licensed Vocational/Practical Nurse	BE-LPN-1
Berks	LVN/LPN	Licensed Vocational/Practical Nurse	BE-LPN-2
Berks	LVN/LPN	Licensed Vocational/Practical Nurse	BE-LPN-3
Berks	LVN/LPN	Licensed Vocational/Practical Nurse	BE-LPN-4
Berks	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	BE-C-LPN-1
Berks	MHP	Social Worker / Psychologist	BE-MHP-1
Berks	MHP	Social Worker / Psychologist	BE-MHP-2
Berks	MHP	Social Worker / Psychologist	BE-MHP-3
Berks	MLP	Nurse Practitioner / Physicians Assistant	BE-MLP-1
Berks	MLP	Nurse Practitioner / Physicians Assistant	BE-MLP-2
Berks	RN	Registered Nurse	BE-RN-1
Berks	RN	Registered Nurse	BE-RN-2
Berks	RN	Registered Nurse	BE-RN-3
Berks	RN	Registered Nurse	BE-RN-4
Berks	RN	Registered Nurse	BE-RN-5
Berks	RN	Registered Nurse	BE-RN-6
Berks	RN	Registered Nurse	BE-RN-7
Berks	RN	Registered Nurse-Casual	BE-C-RN-1
Berks	RN	Registered Nurse-Casual	BE-C-RN-2
Berks	RN	Registered Nurse-Casual	BE-C-RN-3
Berks	Technician/Assistants	Administrative Assistant	BE-AA-1
Berks	Technician/Assistants	Medical Records Technician	BE-MRT-1
Buffalo	LVN/LPN	Licensed Vocational/Practical Nurse	BU-LPN-1
Buffalo	LVN/LPN	Licensed Vocational/Practical Nurse	BU-LPN-2
Buffalo	LVN/LPN	Licensed Vocational/Practical Nurse	BU-LPN-3
Buffalo	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	BU-C-LPN-1
Buffalo	MD/DO-DDS-Pharm	Psychiatrist- **Part Time**	BU-P-MD-1-PT
Buffalo	MHP	Social Worker / Psychologist	BU-MHP-1
Buffalo	MLP	Nurse Practitioner / Physicians Assistant	BU-MLP-1
Buffalo	MLP	Nurse Practitioner / Physicians Assistant	BU-MLP-2

Site Location	Staffing Discipline	Position	Position Code
Buffalo	MLP	Nurse Practitioner / Physicians Assistant	BU-MLP-3
Buffalo	MLP	Nurse Practitioner / Physicians Assistant **-Part Time**	BU-MLP-4-PT
Buffalo	RN	Registered Nurse	BU-RN-1
Buffalo	RN	Registered Nurse	BU-RN-2
Buffalo	RN	Registered Nurse	BU-RN-3
Buffalo	RN	Registered Nurse	BU-RN-4
Buffalo	RN	Registered Nurse	BU-RN-5
Buffalo	RN	Registered Nurse	BU-RN-6
Buffalo	RN	Registered Nurse	BU-RN-7
Buffalo	RN	Registered Nurse	BU-RN-8
Buffalo	RN	Registered Nurse	BU-RN-9
Buffalo	RN	Registered Nurse	BU-RN-10
Buffalo	RN	Registered Nurse	BU-RN-11
Buffalo	RN	Registered Nurse-Casual	BU-C-RN-1
Buffalo	RN	Registered Nurse-Casual	BU-C-RN-2
Buffalo	Technician/Assistants	Administrative Assistant	BU-AA-1
Buffalo	Technician/Assistants	Dental Assistant	BU-DA-1
Buffalo	Technician/Assistants	Medical Records Technician	BU-MRT-1
Buffalo	Technician/Assistants	Medical Records Technician	BU-MRT-2
Buffalo	Technician/Assistants	Medical Records Technician	BU-MRT-3
Buffalo	Technician/Assistants	Pharmacy Technician	BU-PT-1
El Paso	LVN/LPN	Licensed Vocational/Practical Nurse	EP-LPN-1
El Paso	LVN/LPN	Licensed Vocational/Practical Nurse	EP-LPN-2
El Paso	LVN/LPN	Licensed Vocational/Practical Nurse	EP-LPN-3
El Paso	LVN/LPN	Licensed Vocational/Practical Nurse	EP-LPN-4
El Paso	LVN/LPN	Licensed Vocational/Practical Nurse	EP-LPN-5
El Paso	LVN/LPN	Licensed Vocational/Practical Nurse	EP-LPN-6
El Paso	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	EP-C-LPN-1
El Paso	MD/DO-DDS-Pharm	Dentist	EP-DDS-1
El Paso	MD/DO-DDS-Pharm	Pharmacist	EP-PH-1
El Paso	MD/DO-DDS-Pharm	Psychiatrist	EP-P-MD-1
El Paso	MLP	Nurse Practitioner / Physicians Assistant	EP-MLP-1
El Paso	MLP	Nurse Practitioner / Physicians	EP-MLP-2

Site Location	Staffing Discipline	Position	Position Code
		Assistant	
El Paso	MLP	Nurse Practitioner / Physicians Assistant	EP-MLP-3
El Paso	RN	Registered Nurse	EP-RN-1
El Paso	RN	Registered Nurse	EP-RN-2
El Paso	RN	Registered Nurse	EP-RN-3
El Paso	RN	Registered Nurse	EP-RN-4
El Paso	RN	Registered Nurse	EP-RN-5
El Paso	RN	Registered Nurse	EP-RN-6
El Paso	RN	Registered Nurse	EP-RN-7
El Paso	RN	Registered Nurse	EP-RN-8
El Paso	RN	Registered Nurse-Casual	EP-C-RN-1
El Paso	RN	Registered Nurse-Casual	EP-C-RN-2
El Paso	RN	Registered Nurse-Casual	EP-C-RN-3
El Paso	Technician/Assistants	Administrative Assistant	EP-AA-1
El Paso	Technician/Assistants	Dental Assistant	EP-DA-1
El Paso	Technician/Assistants	Medical Records Technician	EP-MRT-1
El Paso	Technician/Assistants	Medical Records Technician	EP-MRT-2
El Paso	Technician/Assistants	Medical Records Technician	EP-MRT-3
El Paso	Technician/Assistants	Pharmacy Technician	EP-PT-1
Elizabeth	LVN/LPN	Licensed Vocational/Practical Nurse	ET-LPN-1
Elizabeth	LVN/LPN	Licensed Vocational/Practical Nurse	ET-LPN-2
Elizabeth	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	ET-C-LPN-1
Elizabeth	MD/DO-DDS-Pharm	Psychiatrist- **Part Time**	ET-P-MD-1-PT
Elizabeth	MLP	Nurse Practitioner / Physicians Assistant	ET-MLP-1
Elizabeth	MLP	Nurse Practitioner / Physicians Assistant	ET-MLP-2
Elizabeth	RN	Registered Nurse	ET-RN-1
Elizabeth	RN	Registered Nurse	ET-RN-2
Elizabeth	RN	Registered Nurse	ET-RN-3
Elizabeth	RN	Registered Nurse	ET-RN-4
Elizabeth	RN	Registered Nurse	ET-RN-5
Elizabeth	RN	Registered Nurse-Casual	ET-C-RN-1
Elizabeth	RN	Registered Nurse-Casual	ET-C-RN-2
Elizabeth	Technician/Assistants	Administrative Assistant	ET-AA-1

Site Location	Staffing Discipline	Position	Position Code
Eloy	LVN/LPN	Licensed Vocational/Practical Nurse	EY-LPN-1
Eloy	LVN/LPN	Licensed Vocational/Practical Nurse	EY-LPN-2
Eloy	LVN/LPN	Licensed Vocational/Practical Nurse	EY-LPN-3
Eloy	LVN/LPN	Licensed Vocational/Practical Nurse	EY-LPN-4
Eloy	LVN/LPN	Licensed Vocational/Practical Nurse	EY-LPN-5
Eloy	LVN/LPN	Licensed Vocational/Practical Nurse	EY-LPN-6
Eloy	LVN/LPN	Licensed Vocational/Practical Nurse	EY-LPN-7
Eloy	LVN/LPN	Licensed Vocational/Practical Nurse	EY-LPN-8
Eloy	LVN/LPN	Licensed Vocational/Practical Nurse	EY-LPN-9
Eloy	LVN/LPN	Licensed Vocational/Practical Nurse	EY-LPN-10
Eloy	LVN/LPN	Licensed Vocational/Practical Nurse	EY-LPN-11
Eloy	LVN/LPN	Licensed Vocational/Practical Nurse	EY-LPN-12
Eloy	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	EY-C-LPN-1
Eloy	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	EY-C-LPN-2
Eloy	MD/DO-DDS-Pharm	Dentist	EY-DDS-1
Eloy	MD/DO-DDS-Pharm	Psychiatrist	EY-P-MD-1
Eloy	MD/DO-DDS-Pharm	Psychiatrist- **Part Time**	EY-P-MD-2-PT
Eloy	MD/DO-DDS-Pharm	Staff Physician	EY-MD-1
Eloy	MHP	Social Worker / Psychologist	EY-MHP-1
Eloy	MHP	Social Worker / Psychologist	EY-MHP-2
Eloy	MHP	Social Worker / Psychologist	EY-MHP-3
Eloy	MLP	Nurse Practitioner / Physicians Assistant	EY-MLP-1
Eloy	MLP	Nurse Practitioner / Physicians Assistant	EY-MLP-2
Eloy	MLP	Nurse Practitioner / Physicians Assistant	EY-MLP-3
Eloy	MLP	Nurse Practitioner / Physicians Assistant	EY-MLP-4
Eloy	MLP	Nurse Practitioner / Physicians Assistant	EY-MLP-5
Eloy	MLP	Nurse Practitioner / Physicians Assistant	EY-MLP-6
Eloy	RN	Registered Nurse	EY-RN-1
Eloy	RN	Registered Nurse	EY-RN-2
Eloy	RN	Registered Nurse	EY-RN-3

Site Location	Staffing Discipline	Position	Position Code
Eloy	RN	Registered Nurse	EY-RN-4
Eloy	RN	Registered Nurse	EY-RN-5
Eloy	RN	Registered Nurse	EY-RN-6
Eloy	RN	Registered Nurse	EY-RN-7
Eloy	RN	Registered Nurse	EY-RN-8
Eloy	RN	Registered Nurse	EY-RN-9
Eloy	RN	Registered Nurse	EY-RN-10
Eloy	RN	Registered Nurse	EY-RN-11
Eloy	RN	Registered Nurse	EY-RN-12
Eloy	RN	Registered Nurse	EY-RN-13
Eloy	RN	Registered Nurse	EY-RN-14
Eloy	RN	Registered Nurse	EY-RN-15
Eloy	RN	Registered Nurse	EY-RN-16
Eloy	RN	Registered Nurse	EY-RN-17
Eloy	RN	Registered Nurse-Casual	EY-C-RN-1
Eloy	RN	Registered Nurse-Casual	EY-C-RN-2
Eloy	RN	Registered Nurse-Casual	EY-C-RN-3
Eloy	RN	Registered Nurse-Casual	EY-C-RN-4
Eloy	Technician/Assistants	Administrative Assistant	EY-AA-1
Eloy	Technician/Assistants	Dental Assistant	EY-DA-1
Eloy	Technician/Assistants	Medical Records Technician	EY-MRT-1
Eloy	Technician/Assistants	Medical Records Technician	EY-MRT-2
Eloy	Technician/Assistants	Medical Records Technician	EY-MRT-3
Eloy	Technician/Assistants	Medical Records Technician	EY-MRT-4
Eloy	Technician/Assistants	Medical Records Technician	EY-MRT-5
Eloy	Technician/Assistants	Medical Records Technician	EY-MRT-6
Eloy	Technician/Assistants	Pharmacy Technician	EY-PT-1
Eloy	Technician/Assistants	Pharmacy Technician	EY-PT-2
Eloy	Technician/Assistants	Radiology Technician	EY-RT-1
Florence	LVN/LPN	Licensed Vocational/Practical Nurse	FL-LPN-1
Florence	LVN/LPN	Licensed Vocational/Practical Nurse	FL-LPN-2
Florence	LVN/LPN	Licensed Vocational/Practical Nurse	FL-LPN-3
Florence	LVN/LPN	Licensed Vocational/Practical Nurse	FL-LPN-4
Florence	LVN/LPN	Licensed Vocational/Practical Nurse	FL-LPN-5
Florence	LVN/LPN	Licensed Vocational/Practical Nurse	FL-LPN-6
Florence	LVN/LPN	Licensed Vocational/Practical Nurse	FL-LPN-7

Site Location	Staffing Discipline	Position	Position Code
Florence	LVN/LPN	Licensed Vocational/Practical Nurse	FL-LPN-8
Florence	LVN/LPN	Licensed Vocational/Practical Nurse	FL-LPN-9
Florence	LVN/LPN	Licensed Vocational/Practical Nurse	FL-LPN-10
Florence	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	FL-C-LPN-1
Florence	MD/DO-DDS-Pharm	Psychiatrist- **Part Time**	FL-P-MD-1-PT
Florence	MHP	Social Worker / Psychologist	FL-MHP-1
Florence	MLP	Nurse Practitioner / Physicians Assistant	FL-MLP-1
Florence	RN	Registered Nurse	FL-RN-1
Florence	RN	Registered Nurse	FL-RN-2
Florence	RN	Registered Nurse	FL-RN-3
Florence	RN	Registered Nurse	FL-RN-4
Florence	RN	Registered Nurse	FL-RN-5
Florence	RN	Registered Nurse	FL-RN-6
Florence	RN	Registered Nurse	FL-RN-7
Florence	RN	Registered Nurse	FL-RN-8
Florence	RN	Registered Nurse	FL-RN-9
Florence	RN	Registered Nurse-Casual	FL-C-RN-1
Florence	RN	Registered Nurse-Casual	FL-C-RN-2
Florence	Technician/Assistants	Administrative Assistant	FL-AA-1
Florence	Technician/Assistants	Medical Records Technician	FL-MRT-1
Florence	Technician/Assistants	Medical Records Technician	FL-MRT-2
Florence	Technician/Assistants	Medical Records Technician	FL-MRT-3
Florence	Technician/Assistants	Medical Records Technician	FL-MRT-4
Florence	Technician/Assistants	Medical Records Technician	FL-MRT-5
Florence	Technician/Assistants	Medical Records Technician	FL-MRT-6
Florence	Technician/Assistants	Pharmacy Technician	FL-PT-1
Houston	LVN/LPN	Licensed Vocational/Practical Nurse	HN-LPN-1
Houston	LVN/LPN	Licensed Vocational/Practical Nurse	HN-LPN-2
Houston	LVN/LPN	Licensed Vocational/Practical Nurse	HN-LPN-3
Houston	LVN/LPN	Licensed Vocational/Practical Nurse	HN-LPN-4
Houston	LVN/LPN	Licensed Vocational/Practical Nurse	HN-LPN-5
Houston	LVN/LPN	Licensed Vocational/Practical Nurse	HN-LPN-6
Houston	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	HN-C-LPN-1

Site Location	Staffing Discipline	Position	Position Code
Houston	MD/DO-DDS-Pharm	Psychiatrist	HN-P-MD-1
Houston	MHP	Social Worker / Psychologist	HN-MHP-1
Houston	MLP	Nurse Practitioner / Physicians Assistant	HN-MLP-1
Houston	MLP	Nurse Practitioner / Physicians Assistant	HN-MLP-2
Houston	RN	Registered Nurse	HN-RN-1
Houston	RN	Registered Nurse	HN-RN-2
Houston	RN	Registered Nurse	HN-RN-3
Houston	RN	Registered Nurse	HN-RN-4
Houston	RN	Registered Nurse	HN-RN-5
Houston	RN	Registered Nurse	HN-RN-6
Houston	RN	Registered Nurse	HN-RN-7
Houston	RN	Registered Nurse	HN-RN-8
Houston	RN	Registered Nurse-Casual	HN-C-RN-1
Houston	RN	Registered Nurse-Casual	HN-C-RN-2
Houston	Technician/Assistants	Administrative Assistant	HN-AA-1
Houston	Technician/Assistants	Dental Assistant	HN-DA-1
Houston	Technician/Assistants	Medical Records Technician	HN-MRT-1
Houston	Technician/Assistants	Medical Records Technician	HN-MRT-2
Houston	Technician/Assistants	Medical Records Technician	HN-MRT-3
Houston	Technician/Assistants	Medical Records Technician	HN-MRT-4
Houston	Technician/Assistants	Pharmacy Technician	HN-PT-1
Houston	Technician/Assistants	Pharmacy Technician	HN-PT-2
Jena	LVN/LPN	Licensed Vocational/Practical Nurse	JE-LPN-1
Jena	LVN/LPN	Licensed Vocational/Practical Nurse	JE-LPN-2
Jena	LVN/LPN	Licensed Vocational/Practical Nurse	JE-LPN-3
Jena	LVN/LPN	Licensed Vocational/Practical Nurse	JE-LPN-4
Jena	LVN/LPN	Licensed Vocational/Practical Nurse	JE-LPN-5
Jena	LVN/LPN	Licensed Vocational/Practical Nurse	JE-LPN-6
Jena	LVN/LPN	Licensed Vocational/Practical Nurse	JE-LPN-7
Jena	LVN/LPN	Licensed Vocational/Practical Nurse	JE-LPN-8
Jena	LVN/LPN	Licensed Vocational/Practical Nurse	JE-LPN-9
Jena	LVN/LPN	Licensed Vocational/Practical Nurse	JE-LPN-10
Jena	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	JE-C-LPN-1

Site Location	Staffing Discipline	Position	Position Code
Jena	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	JE-C-LPN-2
Jena	MD/DO-DDS-Pharm	Psychiatrist	JE-P-MD-1
Jena	MD/DO-DDS-Pharm	Staff Physician	JE-MD-1
Jena	MHP	Social Worker / Psychologist	JE-MHP-1
Jena	MHP	Social Worker / Psychologist	JE-MHP-2
Jena	MLP	Nurse Practitioner / Physicians Assistant	JE-MLP-1
Jena	MLP	Nurse Practitioner / Physicians Assistant	JE-MLP-2
Jena	MLP	Nurse Practitioner / Physicians Assistant	JE-MLP-3
Jena	MLP	Nurse Practitioner / Physicians Assistant	JE-MLP-4
Jena	MLP	Nurse Practitioner / Physicians Assistant	JE-MLP-5
Jena	RN	Registered Nurse	JE-RN-1
Jena	RN	Registered Nurse	JE-RN-2
Jena	RN	Registered Nurse	JE-RN-3
Jena	RN	Registered Nurse	JE-RN-4
Jena	RN	Registered Nurse	JE-RN-5
Jena	RN	Registered Nurse	JE-RN-6
Jena	RN	Registered Nurse	JE-RN-7
Jena	RN	Registered Nurse	JE-RN-8
Jena	RN	Registered Nurse	JE-RN-9
Jena	RN	Registered Nurse	JE-RN-10
Jena	RN	Registered Nurse	JE-RN-11
Jena	RN	Registered Nurse	JE-RN-12
Jena	RN	Registered Nurse	JE-RN-13
Jena	RN	Registered Nurse	JE-RN-14
Jena	RN	Registered Nurse	JE-RN-15
Jena	RN	Registered Nurse-Casual	JE-C-RN-1
Jena	RN	Registered Nurse-Casual	JE-C-RN-2
Jena	Technician/Assistants	Administrative Assistant	JE-AA-1
Jena	Technician/Assistants	Dental Assistant	JE-DA-1
Jena	Technician/Assistants	Medical Records Technician	JE-MRT-1
Jena	Technician/Assistants	Medical Records Technician	JE-MRT-2

Site Location	Staffing Discipline	Position	Position Code
Jena	Technician/Assistants	Medical Records Technician	JE-MRT-3
Jena	Technician/Assistants	Medical Records Technician	JE-MRT-4
Jena	Technician/Assistants	Medical Records Technician	JE-MRT-5
Jena	Technician/Assistants	Medical Records Technician	JE-MRT-6
Jena	Technician/Assistants	Pharmacy Technician	JE-PT-1
Jena	Technician/Assistants	Pharmacy Technician	JE-PT-2
Jena	Technician/Assistants	Radiology Technician	JE-RT-1
Jena	Technician/Assistants	Radiology Technician	JE-RT-2
Krome	LVN/LPN	Licensed Vocational/Practical Nurse	KR-LPN-1
Krome	LVN/LPN	Licensed Vocational/Practical Nurse	KR-LPN-2
Krome	LVN/LPN	Licensed Vocational/Practical Nurse	KR-LPN-3
Krome	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	KR-C-LPN-1
Krome	MD/DO-DDS-Pharm	Psychiatrist	KR-P-MD-1
Krome	MD/DO-DDS-Pharm	Staff Physician	KR-MD-1
Krome	MHP	Social Worker / Psychologist	KR-MHP-1
Krome	MHP	Social Worker / Psychologist	KR-MHP-2
Krome	MHP	Social Worker / Psychologist	KR-MHP-3
Krome	MHP	Social Worker / Psychologist	KR-MHP-4
Krome	MLP	Nurse Practitioner / Physicians Assistant	KR-MLP-1
Krome	RN	Psychiatric-Mental Health Nursing	KR-P-RN-1
Krome	RN	Psychiatric-Mental Health Nursing	KR-P-RN-2
Krome	RN	Psychiatric-Mental Health Nursing	KR-P-RN-3
Krome	RN	Psychiatric-Mental Health Nursing	KR-P-RN-4
Krome	RN	Psychiatric-Mental Health Nursing	KR-P-RN-5
Krome	RN	Psychiatric-Mental Health Nursing	KR-P-RN-6
Krome	RN	Psychiatric-Mental Health Nursing	KR-P-RN-7
Krome	RN	Psychiatric-Mental Health Nursing	KR-P-RN-8
Krome	RN	Psychiatric-Mental Health Nursing	KR-P-RN-9
Krome	RN	Registered Nurse	KR-RN-1
Krome	RN	Registered Nurse	KR-RN-2
Krome	RN	Registered Nurse	KR-RN-3
Krome	RN	Registered Nurse	KR-RN-4
Krome	RN	Registered Nurse	KR-RN-5
Krome	RN	Registered Nurse	KR-RN-6

Site Location	Staffing Discipline	Position	Position Code
Krome	RN	Registered Nurse	KR-RN-7
Krome	RN	Registered Nurse	KR-RN-8
Krome	RN	Registered Nurse	KR-RN-9
Krome	RN	Registered Nurse	KR-RN-10
Krome	RN	Registered Nurse-Casual	KR-C-RN-1
Krome	RN	Registered Nurse-Casual	KR-C-RN-2
Krome	RN	Registered Nurse-Casual	KR-C-RN-3
Krome	Technician/Assistants	Administrative Assistant	KR-AA-1
Krome	Technician/Assistants	Medical Records Technician	KR-MRT-1
Krome	Technician/Assistants	Pharmacy Technician	KR-PT-1
Krome	Technician/Assistants	Pharmacy Technician	KR-PT-2
LA Staging	LVN/LPN	Licensed Vocational/Practical Nurse	LA-LPN-1
LA Staging	LVN/LPN	Licensed Vocational/Practical Nurse	LA-LPN-2
LA Staging	LVN/LPN	Licensed Vocational/Practical Nurse	LA-LPN-3
LA Staging	LVN/LPN	Licensed Vocational/Practical Nurse	LA-LPN-4
LA Staging	LVN/LPN	Licensed Vocational/Practical Nurse	LA-LPN-5
LA Staging	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	LA-C-LPN-1
LA Staging	RN	Registered Nurse	LA-RN-1
LA Staging	RN	Registered Nurse	LA-RN-2
LA Staging	RN	Registered Nurse	LA-RN-3
LA Staging	RN	Registered Nurse	LA-RN-4
LA Staging	RN	Registered Nurse	LA-RN-5
LA Staging	RN	Registered Nurse	LA-RN-6
LA Staging	RN	Registered Nurse-Casual	LA-C-RN-1
LA Staging	RN	Registered Nurse-Casual	LA-C-RN-2
LA Staging	Technician/Assistants	Administrative Assistant	LA-AA-1
LA Staging	Technician/Assistants	Medical Records Technician	LA-MRT-1
LA Staging	Technician/Assistants	Medical Records Technician	LA-MRT-2
LA Staging	Technician/Assistants	Medical Records Technician	LA-MRT-3
Pearsall	LVN/LPN	Licensed Vocational/Practical Nurse	PE-LPN-1
Pearsall	LVN/LPN	Licensed Vocational/Practical Nurse	PE-LPN-2
Pearsall	LVN/LPN	Licensed Vocational/Practical Nurse	PE-LPN-3
Pearsall	LVN/LPN	Licensed Vocational/Practical Nurse	PE-LPN-4
Pearsall	LVN/LPN	Licensed Vocational/Practical Nurse	PE-LPN-5
Pearsall	LVN/LPN	Licensed Vocational/Practical Nurse	PE-LPN-6

Site Location	Staffing Discipline	Position	Position Code
Pearsall	LVN/LPN	Licensed Vocational/Practical Nurse	PE-LPN-7
Pearsall	LVN/LPN	Licensed Vocational/Practical Nurse	PE-LPN-8
Pearsall	LVN/LPN	Licensed Vocational/Practical Nurse	PE-LPN-9
Pearsall	LVN/LPN	Licensed Vocational/Practical Nurse	PE-LPN-10
Pearsall	LVN/LPN	Licensed Vocational/Practical Nurse	PE-LPN-11
Pearsall	LVN/LPN	Licensed Vocational/Practical Nurse	PE-LPN-12
Pearsall	LVN/LPN	Licensed Vocational/Practical Nurse	PE-LPN-13
Pearsall	LVN/LPN	Licensed Vocational/Practical Nurse	PE-LPN-14
Pearsall	LVN/LPN	Licensed Vocational/Practical Nurse	PE-LPN-15
Pearsall	LVN/LPN	Licensed Vocational/Practical Nurse	PE-LPN-16
Pearsall	LVN/LPN	Licensed Vocational/Practical Nurse	PE-LPN-17
Pearsall	LVN/LPN	Licensed Vocational/Practical Nurse	PE-LPN-18
Pearsall	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	PE-C-LPN-1
Pearsall	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	PE-C-LPN-2
Pearsall	MD/DO-DDS-Pharm	Psychiatrist	PE-P-MD-1
Pearsall	MD/DO-DDS-Pharm	Staff Physician	PE-MD-1
Pearsall	MHP	Social Worker / Psychologist	PE-MHP-1
Pearsall	MHP	Social Worker / Psychologist	PE-MHP-2
Pearsall	MHP	Social Worker / Psychologist	PE-MHP-3
Pearsall	MLP	Nurse Practitioner / Physicians Assistant	PE-MLP-1
Pearsall	MLP	Nurse Practitioner / Physicians Assistant	PE-MLP-2
Pearsall	MLP	Nurse Practitioner / Physicians Assistant	PE-MLP-3
Pearsall	MLP	Nurse Practitioner / Physicians Assistant	PE-MLP-4
Pearsall	RN	Registered Nurse	PE-RN-1
Pearsall	RN	Registered Nurse	PE-RN-2
Pearsall	RN	Registered Nurse	PE-RN-3
Pearsall	RN	Registered Nurse	PE-RN-4
Pearsall	RN	Registered Nurse	PE-RN-5
Pearsall	RN	Registered Nurse	PE-RN-6
Pearsall	RN	Registered Nurse	PE-RN-7
Pearsall	RN	Registered Nurse	PE-RN-8

Site Location	Staffing Discipline	Position	Position Code
Pearsall	RN	Registered Nurse	PE-RN-9
Pearsall	RN	Registered Nurse	PE-RN-10
Pearsall	RN	Registered Nurse	PE-RN-11
Pearsall	RN	Registered Nurse	PE-RN-12
Pearsall	RN	Registered Nurse	PE-RN-13
Pearsall	RN	Registered Nurse-Casual	PE-C-RN-1
Pearsall	RN	Registered Nurse-Casual	PE-C-RN-2
Pearsall	RN	Registered Nurse-Casual	PE-C-RN-3
Pearsall	RN	Registered Nurse-Casual	PE-C-RN-4
Pearsall	Technician/Assistants	Administrative Assistant	PE-AA-1
Pearsall	Technician/Assistants	Dental Assistant	PE-DA-1
Pearsall	Technician/Assistants	Dental Assistant	PE-DA-2
Pearsall	Technician/Assistants	Medical Records Technician	PE-MRT-1
Pearsall	Technician/Assistants	Medical Records Technician	PE-MRT-2
Pearsall	Technician/Assistants	Medical Records Technician	PE-MRT-3
Pearsall	Technician/Assistants	Medical Records Technician	PE-MRT-4
Pearsall	Technician/Assistants	Medical Records Technician	PE-MRT-5
Pearsall	Technician/Assistants	Medical Records Technician	PE-MRT-6
Pearsall	Technician/Assistants	Pharmacy Technician	PE-PT-1
Pearsall	Technician/Assistants	Pharmacy Technician	PE-PT-2
Port Isabel	LVN/LPN	Licensed Vocational/Practical Nurse	PI-LPN-1
Port Isabel	LVN/LPN	Licensed Vocational/Practical Nurse	PI-LPN-2
Port Isabel	LVN/LPN	Licensed Vocational/Practical Nurse	PI-LPN-3
Port Isabel	LVN/LPN	Licensed Vocational/Practical Nurse	PI-LPN-4
Port Isabel	LVN/LPN	Licensed Vocational/Practical Nurse	PI-LPN-5
Port Isabel	LVN/LPN	Licensed Vocational/Practical Nurse	PI-LPN-6
Port Isabel	LVN/LPN	Licensed Vocational/Practical Nurse	PI-LPN-7
Port Isabel	LVN/LPN	Licensed Vocational/Practical Nurse	PI-LPN-8
Port Isabel	LVN/LPN	Licensed Vocational/Practical Nurse	PI-LPN-9
Port Isabel	LVN/LPN	Licensed Vocational/Practical Nurse	PI-LPN-10
Port Isabel	LVN/LPN	Licensed Vocational/Practical Nurse	PI-LPN-11
Port Isabel	LVN/LPN	Licensed Vocational/Practical Nurse	PI-LPN-12
Port Isabel	LVN/LPN	Licensed Vocational/Practical Nurse	PI-LPN-13
Port Isabel	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	PI-C-LPN-1
Port Isabel	LVN/LPN	Licensed Vocational/Practical Nurse-	PI-C-LPN-2

Site Location	Staffing Discipline	Position	Position Code
		Casual	
Port Isabel	MD/DO-DDS-Pharm	Psychiatrist	PI-P-MD-1
Port Isabel	MD/DO-DDS-Pharm	Staff Physician	PI-MD-1
Port Isabel	MHP	Social Worker / Psychologist	PI-MHP-1
Port Isabel	MHP	Social Worker / Psychologist	PI-MHP-2
Port Isabel	MLP	Nurse Practitioner / Physicians Assistant	PI-MLP-1
Port Isabel	MLP	Nurse Practitioner / Physicians Assistant	PI-MLP-2
Port Isabel	MLP	Nurse Practitioner / Physicians Assistant	PI-MLP-3
Port Isabel	MLP	Nurse Practitioner / Physicians Assistant	PI-MLP-4
Port Isabel	MLP	Nurse Practitioner / Physicians Assistant	PI-MLP-5
Port Isabel	RN	Registered Nurse	PI-RN-1
Port Isabel	RN	Registered Nurse	PI-RN-2
Port Isabel	RN	Registered Nurse	PI-RN-3
Port Isabel	RN	Registered Nurse	PI-RN-4
Port Isabel	RN	Registered Nurse	PI-RN-5
Port Isabel	RN	Registered Nurse	PI-RN-6
Port Isabel	RN	Registered Nurse	PI-RN-7
Port Isabel	RN	Registered Nurse	PI-RN-8
Port Isabel	RN	Registered Nurse	PI-RN-9
Port Isabel	RN	Registered Nurse	PI-RN-10
Port Isabel	RN	Registered Nurse	PI-RN-11
Port Isabel	RN	Registered Nurse	PI-RN-12
Port Isabel	RN	Registered Nurse	PI-RN-13
Port Isabel	RN	Registered Nurse	PI-RN-14
Port Isabel	RN	Registered Nurse	PI-RN-15
Port Isabel	RN	Registered Nurse	PI-RN-16
Port Isabel	RN	Registered Nurse	PI-RN-17
Port Isabel	RN	Registered Nurse	PI-RN-18
Port Isabel	RN	Registered Nurse	PI-RN-19
Port Isabel	RN	Registered Nurse	PI-RN-20
Port Isabel	RN	Registered Nurse	PI-RN-21
Port Isabel	RN	Registered Nurse-Casual	PI-C-RN-1

Site Location	Staffing Discipline	Position	Position Code
Port Isabel	RN	Registered Nurse-Casual	PI-C-RN-2
Port Isabel	RN	Registered Nurse-Casual	PI-C-RN-3
Port Isabel	RN	Registered Nurse-Casual	PI-C-RN-4
Port Isabel	Technician/Assistants	Administrative Assistant	PI-AA-1
Port Isabel	Technician/Assistants	Certified Nurses Assistant	PI-CNA-1
Port Isabel	Technician/Assistants	Dental Assistant	PI-DA-1
Port Isabel	Technician/Assistants	Medical Records Technician	PI-MRT-1
Port Isabel	Technician/Assistants	Medical Records Technician	PI-MRT-2
Port Isabel	Technician/Assistants	Medical Records Technician	PI-MRT-3
Port Isabel	Technician/Assistants	Medical Records Technician	PI-MRT-4
Port Isabel	Technician/Assistants	Medical Records Technician	PI-MRT-5
Port Isabel	Technician/Assistants	Medical Records Technician	PI-MRT-6
Port Isabel	Technician/Assistants	Pharmacy Technician	PI-PT-1
Port Isabel	Technician/Assistants	Pharmacy Technician	PI-PT-2
Port Isabel	Technician/Assistants	Radiology Technician	PI-RT-1
Port Isabel	Technician/Assistants	Radiology Technician	PI-RT-2
Port Isabel	Technician/Assistants	Radiology Technician	PI-RT-3
San Diego	LVN/LPN	Licensed Vocational/Practical Nurse	SD-LPN-1
San Diego	LVN/LPN	Licensed Vocational/Practical Nurse	SD-LPN-2
San Diego	LVN/LPN	Licensed Vocational/Practical Nurse	SD-LPN-3
San Diego	LVN/LPN	Licensed Vocational/Practical Nurse	SD-LPN-4
San Diego	LVN/LPN	Licensed Vocational/Practical Nurse	SD-LPN-5
San Diego	LVN/LPN	Licensed Vocational/Practical Nurse	SD-LPN-6
San Diego	LVN/LPN	Licensed Vocational/Practical Nurse	SD-LPN-7
San Diego	LVN/LPN	Licensed Vocational/Practical Nurse	SD-LPN-8
San Diego	LVN/LPN	Licensed Vocational/Practical Nurse	SD-LPN-9
San Diego	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	SD-C-LPN-1
San Diego	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	SD-C-LPN-2
San Diego	MD/DO-DDS-Pharm	Staff Physician	SD-MD-1
San Diego	MD/DO-DDS-Pharm	Psychiatrist	SD-P-MD-1
San Diego	MHP	Social Worker / Psychologist	SD-MHP-1
San Diego	MHP	Social Worker / Psychologist	SD-MHP-2
San Diego	MHP	Social Worker / Psychologist	SD-MHP-3
San Diego	MLP	Nurse Practitioner / Physicians	SD-MLP-1

Site Location	Staffing Discipline	Position	Position Code
		Assistant	
San Diego	MLP	Nurse Practitioner / Physicians Assistant	SD-MLP-2
San Diego	MLP	Nurse Practitioner / Physicians Assistant	SD-MLP-3
San Diego	RN	Psychiatric-Mental Health Nursing	SD-P-RN-1
San Diego	RN	Psychiatric-Mental Health Nursing	SD-P-RN-2
San Diego	RN	Psychiatric-Mental Health Nursing	SD-P-RN-3
San Diego	RN	Psychiatric-Mental Health Nursing	SD-P-RN-4
San Diego	RN	Psychiatric-Mental Health Nursing	SD-P-RN-5
San Diego	RN	Psychiatric-Mental Health Nursing	SD-P-RN-6
San Diego	RN	Psychiatric-Mental Health Nursing	SD-P-RN-7
San Diego	RN	Registered Nurse	SD-RN-1
San Diego	RN	Registered Nurse	SD-RN-2
San Diego	RN	Registered Nurse	SD-RN-3
San Diego	RN	Registered Nurse	SD-RN-4
San Diego	RN	Registered Nurse	SD-RN-5
San Diego	RN	Registered Nurse	SD-RN-6
San Diego	RN	Registered Nurse	SD-RN-7
San Diego	RN	Registered Nurse	SD-RN-8
San Diego	RN	Registered Nurse	SD-RN-9
San Diego	RN	Registered Nurse	SD-RN-10
San Diego	RN	Registered Nurse	SD-RN-11
San Diego	RN	Registered Nurse	SD-RN-12
San Diego	RN	Registered Nurse-Casual	SD-C-RN-1
San Diego	RN	Registered Nurse-Casual	SD-C-RN-2
San Diego	RN	Registered Nurse-Casual	SD-C-RN-3
San Diego	RN	Registered Nurse-Casual	SD-C-RN-4
San Diego	Technician/Assistants	Administrative Assistant	SD-AA-1
San Diego	Technician/Assistants	Dental Assistant	SD-DA-1
San Diego	Technician/Assistants	Medical Records Technician	SD-MRT-1
San Diego	Technician/Assistants	Medical Records Technician	SD-MRT-2
San Diego	Technician/Assistants	Medical Records Technician	SD-MRT-3
San Diego	Technician/Assistants	Medical Records Technician	SD-MRT-4
San Diego	Technician/Assistants	Medical Records Technician	SD-MRT-5
San Diego	Technician/Assistants	Pharmacy Technician	SD-PT-1

Site Location	Staffing Discipline	Position	Position Code
Santa Ana	LVN/LPN	Licensed Vocational/Practical Nurse	SA-LPN-1
Santa Ana	LVN/LPN	Licensed Vocational/Practical Nurse	SA-LPN-2
Santa Ana	Technician/Assistants	Administrative Assistant	SA-AA-1
Stewart	LVN/LPN	Licensed Vocational/Practical Nurse	ST-LPN-1
Stewart	LVN/LPN	Licensed Vocational/Practical Nurse	ST-LPN-2
Stewart	LVN/LPN	Licensed Vocational/Practical Nurse	ST-LPN-3
Stewart	LVN/LPN	Licensed Vocational/Practical Nurse	ST-LPN-4
Stewart	LVN/LPN	Licensed Vocational/Practical Nurse	ST-LPN-5
Stewart	LVN/LPN	Licensed Vocational/Practical Nurse	ST-LPN-6
Stewart	LVN/LPN	Licensed Vocational/Practical Nurse	ST-LPN-7
Stewart	LVN/LPN	Licensed Vocational/Practical Nurse	ST-LPN-8
Stewart	LVN/LPN	Licensed Vocational/Practical Nurse	ST-LPN-9
Stewart	LVN/LPN	Licensed Vocational/Practical Nurse	ST-LPN-10
Stewart	LVN/LPN	Licensed Vocational/Practical Nurse	ST-LPN-11
Stewart	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	ST-C-LPN-1
Stewart	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	ST-C-LPN-2
Stewart	MD/DO-DDS-Pharm	Dentist	ST-DDS-1
Stewart	MD/DO-DDS-Pharm	Psychiatrist	ST-P-MD-1
Stewart	MD/DO-DDS-Pharm	Staff Physician	ST-MD-1
Stewart	MHP	Social Worker / Psychologist	ST-MHP-1
Stewart	MLP	Nurse Practitioner / Physicians Assistant	ST-MLP-1
Stewart	MLP	Nurse Practitioner / Physicians Assistant	ST-MLP-2
Stewart	MLP	Nurse Practitioner / Physicians Assistant	ST-MLP-3
Stewart	MLP	Nurse Practitioner / Physicians Assistant	ST-MLP-4
Stewart	MLP	Nurse Practitioner / Physicians Assistant	ST-MLP-5
Stewart	RN	Registered Nurse	ST-RN-1
Stewart	RN	Registered Nurse	ST-RN-2
Stewart	RN	Registered Nurse	ST-RN-3
Stewart	RN	Registered Nurse	ST-RN-4
Stewart	RN	Registered Nurse	ST-RN-5

Site Location	Staffing Discipline	Position	Position Code
Stewart	RN	Registered Nurse	ST-RN-6
Stewart	RN	Registered Nurse	ST-RN-7
Stewart	RN	Registered Nurse	ST-RN-8
Stewart	RN	Registered Nurse	ST-RN-9
Stewart	RN	Registered Nurse	ST-RN-10
Stewart	RN	Registered Nurse	ST-RN-11
Stewart	RN	Registered Nurse	ST-RN-12
Stewart	RN	Registered Nurse	ST-RN-13
Stewart	RN	Registered Nurse	ST-RN-14
Stewart	RN	Registered Nurse	ST-RN-15
Stewart	RN	Registered Nurse	ST-RN-16
Stewart	RN	Registered Nurse	ST-RN-17
Stewart	RN	Registered Nurse	ST-RN-18
Stewart	RN	Registered Nurse-Casual	ST-C-RN-1
Stewart	RN	Registered Nurse-Casual	ST-C-RN-2
Stewart	RN	Registered Nurse-Casual	ST-C-RN-3
Stewart	RN	Registered Nurse-Casual	ST-C-RN-4
Stewart	Technician/Assistants	Administrative Assistant	ST-AA-1
Stewart	Technician/Assistants	Administrative Assistant	ST-AA-2
Stewart	Technician/Assistants	Dental Assistant	ST-DA-1
Stewart	Technician/Assistants	Dental Assistant	ST-DA-2
Stewart	Technician/Assistants	Medical Records Technician	ST-MRT-1
Stewart	Technician/Assistants	Medical Records Technician	ST-MRT-2
Stewart	Technician/Assistants	Medical Records Technician	ST-MRT-3
Stewart	Technician/Assistants	Medical Records Technician	ST-MRT-4
Stewart	Technician/Assistants	Medical Records Technician	ST-MRT-5
Stewart	Technician/Assistants	Medical Records Technician	ST-MRT-6
Stewart	Technician/Assistants	Pharmacy Technician	ST-PT-1
Stewart	Technician/Assistants	Pharmacy Technician	ST-PT-2
Tacoma	LVN/LPN	Licensed Vocational/Practical Nurse	TC-LPN-1
Tacoma	LVN/LPN	Licensed Vocational/Practical Nurse	TC-LPN-2
Tacoma	LVN/LPN	Licensed Vocational/Practical Nurse	TC-LPN-3
Tacoma	LVN/LPN	Licensed Vocational/Practical Nurse	TC-LPN-4
Tacoma	LVN/LPN	Licensed Vocational/Practical Nurse	TC-LPN-5
Tacoma	LVN/LPN	Licensed Vocational/Practical Nurse	TC-LPN-6
Tacoma	LVN/LPN	Licensed Vocational/Practical Nurse	TC-LPN-7

Site Location	Staffing Discipline	Position	Position Code
Tacoma	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	TC-C-LPN-1
Tacoma	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	TC-C-LPN-2
Tacoma	MD/DO-DDS-Pharm	Dentist - **Part Time**	TC-DDS-1-PT
Tacoma	MD/DO-DDS-Pharm	Psychiatrist	TC-P-MD-1
Tacoma	MD/DO-DDS-Pharm	Psychiatrist- **Part Time**	TC-P-MD-2-PT
Tacoma	MD/DO-DDS-Pharm	Staff Physician	TC-MD-1
Tacoma	MHP	Social Worker / Psychologist	TC-MHP-1
Tacoma	MLP	Nurse Practitioner / Physicians Assistant	TC-MLP-1
Tacoma	MLP	Nurse Practitioner / Physicians Assistant	TC-MLP-2
Tacoma	RN	Registered Nurse	TC-RN-1
Tacoma	RN	Registered Nurse	TC-RN-2
Tacoma	RN	Registered Nurse	TC-RN-3
Tacoma	RN	Registered Nurse	TC-RN-4
Tacoma	RN	Registered Nurse	TC-RN-5
Tacoma	RN	Registered Nurse	TC-RN-6
Tacoma	RN	Registered Nurse	TC-RN-7
Tacoma	RN	Registered Nurse	TC-RN-8
Tacoma	RN	Registered Nurse-Casual	TC-C-RN-1
Tacoma	RN	Registered Nurse-Casual	TC-C-RN-2
Tacoma	RN	Registered Nurse-Casual	TC-C-RN-3
Tacoma	RN	Registered Nurse-Casual	TC-C-RN-4
Tacoma	Technician/Assistants	Administrative Assistant	TC-AA-1
Tacoma	Technician/Assistants	Dental Assistant	TC-DA-1
Tacoma	Technician/Assistants	Medical Records Technician	TC-MRT-1
Tacoma	Technician/Assistants	Medical Records Technician	TC-MRT-2
Tacoma	Technician/Assistants	Medical Records Technician	TC-MRT-3
Tacoma	Technician/Assistants	Medical Records Technician	TC-MRT-4
Tacoma	Technician/Assistants	Medical Records Technician	TC-MRT-5
Tacoma	Technician/Assistants	Pharmacy Technician	TC-PT-1
Tacoma	Technician/Assistants	Pharmacy Technician	TC-PT-2
Taylor	LVN/LPN	Licensed Vocational/Practical Nurse	TR-LPN-1
Taylor	LVN/LPN	Licensed Vocational/Practical Nurse	TR-LPN-2
Taylor	LVN/LPN	Licensed Vocational/Practical Nurse	TR-LPN-3

Site Location	Staffing Discipline	Position	Position Code
Taylor	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	TR-C-LPN-1
Taylor	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	TR-C-LPN-2
Taylor	MD/DO-DDS-Pharm	Psychiatrist	TR-P-MD-1
Taylor	MD/DO-DDS-Pharm	Staff Physician	TR-MD-1
Taylor	MHP	Social Worker / Psychologist	TR-MHP-1
Taylor	MHP	Social Worker / Psychologist	TR-MHP-2
Taylor	MLP	Nurse Practitioner / Physicians Assistant	TR-MLP-1
Taylor	MLP	Nurse Practitioner / Physicians Assistant	TR-MLP-2
Taylor	MLP	Nurse Practitioner / Physicians Assistant	TR-MLP-3
Taylor	MLP	Nurse Practitioner / Physicians Assistant-Casual	TR-C-MLP-1
Taylor	MLP	Nurse Practitioner / Physicians Assistant-Casual	TR-C-MLP-2
Taylor	RN	Registered Nurse	TR-RN-1
Taylor	RN	Registered Nurse	TR-RN-2
Taylor	RN	Registered Nurse	TR-RN-3
Taylor	RN	Registered Nurse	TR-RN-4
Taylor	RN	Registered Nurse	TR-RN-5
Taylor	RN	Registered Nurse	TR-RN-6
Taylor	RN	Registered Nurse	TR-RN-7
Taylor	RN	Registered Nurse	TR-RN-8
Taylor	RN	Registered Nurse	TR-RN-9
Taylor	RN	Registered Nurse	TR-RN-10
Taylor	RN	Registered Nurse	TR-RN-11
Taylor	RN	Registered Nurse-Casual	TR-C-RN-1
Taylor	RN	Registered Nurse-Casual	TR-C-RN-2
Taylor	Technician/Assistants	Administrative Assistant	TR-AA-1
Taylor	Technician/Assistants	Administrative Assistant	TR-AA-2
Taylor	Technician/Assistants	Dental Assistant	TR-DA-1
Taylor	Technician/Assistants	Medical Records Technician	TR-MRT-1
Taylor	Technician/Assistants	Medical Records Technician	TR-MRT-2
Taylor	Technician/Assistants	Medical Records Technician	TR-MRT-3
Taylor	Technician/Assistants	Pharmacy Technician	TR-PT-1

Site Location	Staffing Discipline	Position	Position Code
Varick	RN	Registered Nurse	VK-RN-1
Varick	RN	Registered Nurse	VK-RN-2
Varick	RN	Registered Nurse-Casual	VK-C-RN-1
Varick	Technician/Assistants	Administrative Assistant	VK-AA-1
Washington, DC	Behavioral Health Unit (BH)	Executive A.A. - Program Assistant	HQ-BH-1
Washington, DC	Behavioral Health Unit (BH)	Social Worker	HQ-BH-2
Washington, DC	Chief of Staff (COS)	Executive A.A.- Mgmt. Analyst	HQ-COS-1
Washington, DC	COS-Resource Management Unit (RMU)	Executive A.A. - Program Assistant	HQ-COS/RMU-1
Washington, DC	Deputy Assistant Administrator (DAD)-Administration	Executive A.A.- Mgmt. Analyst	HQ-DAD-1
Washington, DC	Deputy Assistant Administrator (DAD) - Medical	Credentialing Assistant	HQ-DMD-2
Washington, DC	Deputy Assistant Administrator (DAD) - Medical	Executive A.A.- Mgmt. Analyst	HQ-DMD-1
Washington, DC	Medical Case Management (MCM)	Executive A.A.- Accounts Manager	HQ-MCM-1
Washington, DC	Medical Quality Management (MQM)	Executive A.A. - Program Assistant	HQ-MQM-1
Washington, DC	Medical Quality Management (MQM)	Health Informatics Analyst	HQ-MQM-2
Washington, DC	Medical Quality Management (MQM)	Health Information Data Specialist	HQ-MQM-3
Washington, DC	Medical Quality Management (MQM)	Health Information Data Specialist	HQ-MQM-4
Washington, DC	Medical Quality Management (MQM)	Health Information Data Specialist	HQ-MQM-5
Washington, DC	Medical Quality Management (MQM)	Health Information Data Specialist	HQ-MQM-6
Washington, DC	Medical Quality Management (MQM)	Health Information Data Specialist	HQ-MQM-7
Washington, DC	Resource Management Unit (RMU)	Executive A.A.- Accounts Manager	HQ-RMU-2

Site Location	Staffing Discipline	Position	Position Code
Washington, DC	Resource Management Unit (RMU)	Provider Relations	HQ-RMU-1
York	LVN/LPN	Licensed Vocational/Practical Nurse	YK-LVN-1
York	LVN/LPN	Licensed Vocational/Practical Nurse	YK-LVN-2
York	LVN/LPN	Licensed Vocational/Practical Nurse-Casual	YK-C-LPN-1
York	RN	Registered Nurse	YK-RN-1
York	RN	Registered Nurse	YK-RN-2
York	Technician/Assistants	Medical Records Technician	YK-MRT-1

STAFFING MATRIX – STFRC

Site Location	Staffing Category	Position	Position Code
Dilley	Technician/Assistants	Administrative Assistant	DY-AA-01
Dilley	Technician/Assistants	Administrative Assistant	DY-AA-02
Dilley	MD/DO-DDS-Pharm	Clinical Services Manager	DY-CSM-01
Dilley	Technician/Assistants	Contract Manager	DY-CM-01
Dilley	Technician/Assistants	Dental Assistant	DY-DA-01
Dilley	Technician/Assistants	Dental Assistant	DY-DA-02
Dilley	MD/DO-DDS-Pharm	Dentist	DY-DDS-01
Dilley	MD/DO-DDS-Pharm	Dentist	DY-DDS-02
Dilley	Technician/Assistants	Dental Hygienist	DY-DH-01
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-01
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-02
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-03
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-04
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-05
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-06
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-07
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-08
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-09
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-10
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-11
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-12

Site Location	Staffing Category	Position	Position Code
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-13
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-14
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-15
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-16
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-17
Dilley	LVN	Licensed Vocational Nurse-S	DY-LPN-S-01
Dilley	LVN	Licensed Vocational Nurse-S	DY-LPN-S-02
Dilley	LVN	Licensed Vocational Nurse-S	DY-LPN-S-03
Dilley	MD/DO-DDS-Pharm	Family Practice Physician/Pediatrician	DY-MD-01
Dilley	MD/DO-DDS-Pharm	Pediatrician	DY-MD-02
Dilley	MHP	Social Worker / Psychologist	DY-MHP-01
Dilley	MHP	Social Worker / Psychologist	DY-MHP-02
Dilley	MHP	Social Worker / Psychologist	DY-MHP-03
Dilley	MHP	Social Worker / Psychologist	DY-MHP-04
Dilley	MHP	Social Worker / Psychologist	DY-MHP-05
Dilley	MHP	Social Worker / Psychologist	DY-MHP-06
Dilley	MHP	Social Worker / Psychologist	DY-MHP-07
Dilley	MHP	Social Worker / Psychologist	DY-MHP-08
Dilley	MHP	Social Worker / Psychologist	DY-MHP-09
Dilley	MHP	Social Worker / Psychologist	DY-MHP-10
Dilley	MHP	Social Worker / Psychologist	DY-MHP-11
Dilley	MHP	Social Worker / Psychologist	DY-MHP-12
Dilley	MHP	Social Worker / Psychologist	DY-MHP-13
Dilley	MHP	Social Worker / Psychologist	DY-MHP-14
Dilley	MHP	Social Worker / Psychologist	DY-MHP-15
Dilley	MHP	Social Worker / Psychologist	DY-MHP-16
Dilley	MHP	Social Worker / Psychologist	DY-MHP-17
Dilley	MHP	Social Worker / Psychologist	DY-MHP-18
Dilley	MHP	Social Worker / Psychologist	DY-MHP-19
Dilley	MHP	Social Worker / Psychologist	DY-MHP-20
Dilley	MLP	Family Nurse Practitioner/Physician Assistant	DY-MLP-01
Dilley	MLP	Family Nurse Practitioner/Physician Assistant	DY-MLP-02
Dilley	MLP	Family Nurse Practitioner/Physician Assistant	DY-MLP-03

Site Location	Staffing Category	Position	Position Code
Dilley	MLP	Family Nurse Practitioner/Physician Assistant	DY-MLP-04
Dilley	MLP	Family Nurse Practitioner/Physician Assistant	DY-MLP-05
Dilley	MLP	Family Nurse Practitioner/Physician Assistant	DY-MLP-06
Dilley	MLP	Family Nurse Practitioner/Physician Assistant	DY-MLP-07
Dilley	MLP	Family Nurse Practitioner/Physician Assistant	DY-MLP-08
Dilley	MLP	Family Nurse Practitioner/Physician Assistant	DY-MLP-09
Dilley	MLP	Family Nurse Practitioner/Physician Assistant	DY-MLP-10
Dilley	MLP	Family Nurse Practitioner/Physician Assistant	DY-MLP-11
Dilley	MLP	Family Nurse Practitioner/Physician Assistant	DY-MLP-12
Dilley	Technician/Assistants	Medical Records Technician	DY-MRT-01
Dilley	Technician/Assistants	Medical Records Technician	DY-MRT-02
Dilley	Technician/Assistants	Medical Records Technician	DY-MRT-03
Dilley	Technician/Assistants	Medical Records Technician	DY-MRT-04
Dilley	Technician/Assistants	Medical Records Technician	DY-MRT-05
Dilley	Technician/Assistants	Medical Records Technician	DY-MRT-06
Dilley	RN	Nurse Manager	DY-NM-01
Dilley	MD/DO-DDS-Pharm	Pharmacist	DY-PH-01
Dilley	MD/DO-DDS-Pharm	Pharmacist	DY-PH-02
Dilley	MD/DO-DDS-Pharm	Psychiatrist	DY-P-MD-01
Dilley	MD/DO-DDS-Pharm	Psychiatrist	DY-P-MD-02
Dilley	Technician/Assistants	Pharmacy Technician	DY-PT-01
Dilley	Technician/Assistants	Pharmacy Technician	DY-PT-02
Dilley	Technician/Assistants	Pharmacy Technician	DY-PT-03
Dilley	RN	Registered Nurse	DY-RN-01
Dilley	RN	Registered Nurse	DY-RN-02
Dilley	RN	Registered Nurse	DY-RN-03
Dilley	RN	Registered Nurse	DY-RN-04
Dilley	RN	Registered Nurse	DY-RN-05
Dilley	RN	Registered Nurse	DY-RN-06

Site Location	Staffing Category	Position	Position Code
Dilley	RN	Registered Nurse	DY-RN-07
Dilley	RN	Registered Nurse	DY-RN-08
Dilley	RN	Registered Nurse	DY-RN-09
Dilley	RN	Registered Nurse	DY-RN-10
Dilley	RN	Registered Nurse	DY-RN-11
Dilley	RN	Registered Nurse	DY-RN-12
Dilley	RN	Registered Nurse	DY-RN-13
Dilley	RN	Registered Nurse	DY-RN-14
Dilley	RN	Registered Nurse	DY-RN-15
Dilley	RN	Registered Nurse	DY-RN-16
Dilley	RN	Registered Nurse	DY-RN-17
Dilley	RN	Registered Nurse	DY-RN-18
Dilley	RN	Registered Nurse	DY-RN-19
Dilley	RN	Registered Nurse	DY-RN-20
Dilley	RN	Registered Nurse	DY-RN-21
Dilley	RN	Registered Nurse	DY-RN-22
Dilley	RN	Registered Nurse	DY-RN-23
Dilley	RN	Registered Nurse	DY-RN-24
Dilley	RN	Registered Nurse	DY-RN-25
Dilley	RN	Registered Nurse-S	DY-RN-S-01
Dilley	RN	Registered Nurse-S	DY-RN-S-02
Dilley	RN	Registered Nurse-S	DY-RN-S-03
Dilley	RN	Registered Nurse-S	DY-RN-S-04
Dilley	RN	Registered Nurse-S	DY-RN-S-05
Dilley	Technician/Assistants	Radiology Technician	DY-RT-01
Dilley	Technician/Assistants	Radiology Technician	DY-RT-02
Dilley	RN	Registered Nurse-Immunizations	DY-V-RN-01
Dilley	RN	Registered Nurse-Immunizations	DY-V-RN-02
Dilley	RN	Registered Nurse-Immunizations	DY-V-RN-03
Dilley	RN	Registered Nurse-Immunizations	DY-V-RN-04
Dilley	RN	Registered Nurse-Immunizations	DY-V-RN-05
Dilley	MLP	Nurse Practitioner-Pediatric-Immunizations	DY-V-P-NP-01
Dilley	LVN	Licensed Vocational Nurse-Immunization-S	DY-V-LVN-S-01
Dilley	LVN	Licensed Vocational Nurse-	DY-V-LVN-S-02

Site Location	Staffing Category	Position	Position Code
		Immunization-S	
Dilley	LVN	Licensed Vocational Nurse-Immunization-S	DY-V-LVN-S-03
Dilley	Technician/Assistants	Certified Medical Assistant-Immunization	DY-V-CMA-01
Dilley	Technician/Assistants	Certified Medical Assistant-Immunization	DY-V-CMA-02

Location	Staffing Category	Position	Position Code
Dilley	Technician/Assistants	Adminstrative Assistant	DY-AA-01
Dilley	Technician/Assistants	Adminstrative Assistant	DY-AA-02
Dilley	MD/DO-DDS-Pharm	Clinical Services Manager	DY-CSM-01
Dilley	Technician/Assistants	Contract Coordinator	DY-CC-01
Dilley	Technician/Assistants	Dental Assistant	DY-DA-01
Dilley	Technician/Assistants	Dental Assistant	DY-DA-02
Dilley	MD/DO-DDS-Pharm	Dentist	DY-DDS-01
Dilley	MD/DO-DDS-Pharm	Dentist	DY-DDS-02
Dilley	Technician/Assistants	Dental Hygienist	DY-DH-01
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-01
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-02
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-03
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-04
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-05
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-06
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-07
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-08
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-09
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-10
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-11
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-12
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-13
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-14
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-15
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-16
Dilley	LVN	Licensed Vocational Nurse	DY-LPN-17
Dilley	LVN	Licensed Vocational Nurse-S	DY-LPN-S-01
Dilley	LVN	Licensed Vocational Nurse-S	DY-LPN-S-02
Dilley	LVN	Licensed Vocational Nurse-S	DY-LPN-S-03
Dilley	MD/DO-DDS-Pharm	Family Practice Physician/Pediatrician	DY-MD-01

Location	Staffing Category	Position	Position Code
Dilley	MD/DO-DDS-Pharm	Pediatrician	DY-MD-02
Dilley	MHP	Social Worker / Psychologist	DY-MHP-01
Dilley	MHP	Social Worker / Psychologist	DY-MHP-02
Dilley	MHP	Social Worker / Psychologist	DY-MHP-03
Dilley	MHP	Social Worker / Psychologist	DY-MHP-04
Dilley	MHP	Social Worker / Psychologist	DY-MHP-05
Dilley	MHP	Social Worker / Psychologist	DY-MHP-06
Dilley	MHP	Social Worker / Psychologist	DY-MHP-07
Dilley	MHP	Social Worker / Psychologist	DY-MHP-08
Dilley	MHP	Social Worker / Psychologist	DY-MHP-09
Dilley	MHP	Social Worker / Psychologist	DY-MHP-10
Dilley	MHP	Social Worker / Psychologist	DY-MHP-11
Dilley	MHP	Social Worker / Psychologist	DY-MHP-12
Dilley	MHP	Social Worker / Psychologist	DY-MHP-13
Dilley	MHP	Social Worker / Psychologist	DY-MHP-14
Dilley	MHP	Social Worker / Psychologist	DY-MHP-15
Dilley	MHP	Social Worker / Psychologist	DY-MHP-16
Dilley	MHP	Social Worker / Psychologist	DY-MHP-17
Dilley	MHP	Social Worker / Psychologist	DY-MHP-18
Dilley	MHP	Social Worker / Psychologist	DY-MHP-19
Dilley	MHP	Social Worker / Psychologist	DY-MHP-20
Dilley	MLP	Family Nurse Practitioner/Physician Assistant	DY-MLP-01
Dilley	MLP	Family Nurse Practitioner/Physician Assistant	DY-MLP-02
Dilley	MLP	Family Nurse Practitioner/Physician Assistant	DY-MLP-03
Dilley	MLP	Family Nurse Practitioner/Physician Assistant	DY-MLP-04
Dilley	MLP	Family Nurse Practitioner/Physician Assistant	DY-MLP-05
Dilley	MLP	Family Nurse Practitioner/Physician Assistant	DY-MLP-06
Dilley	MLP	Family Nurse Practitioner/Physician Assistant	DY-MLP-07
Dilley	MLP	Family Nurse Practitioner/Physician Assistant	DY-MLP-08
Dilley	MLP	Family Nurse Practitioner/Physician Assistant	DY-MLP-09

Location	Staffing Category	Position	Position Code
Dilley	MLP	Family Nurse Practitioner/Physician Assistant	DY-MLP-10
Dilley	MLP	Family Nurse Practitioner/Physician Assistant	DY-MLP-11
Dilley	MLP	Family Nurse Practitioner/Physician Assistant	DY-MLP-12
Dilley	Technician/Assistants	Medical Records Technician	DY-MRT-01
Dilley	Technician/Assistants	Medical Records Technician	DY-MRT-02
Dilley	Technician/Assistants	Medical Records Technician	DY-MRT-03
Dilley	Technician/Assistants	Medical Records Technician	DY-MRT-04
Dilley	Technician/Assistants	Medical Records Technician	DY-MRT-05
Dilley	Technician/Assistants	Medical Records Technician	DY-MRT-06
Dilley	RN	Nurse Manager	DY-NM-01
Dilley	MD/DO-DDS-Pharm	Pharmacist	DY-PH-01
Dilley	MD/DO-DDS-Pharm	Pharmacist	DY-PH-02
Dilley	MD/DO-DDS-Pharm	Psychiatrist	DY-P-MD-01
Dilley	MD/DO-DDS-Pharm	Psychiatrist	DY-P-MD-02
Dilley	Technician/Assistants	Pharmacy Technician	DY-PT-01
Dilley	Technician/Assistants	Pharmacy Technician	DY-PT-02
Dilley	Technician/Assistants	Pharmacy Technician	DY-PT-03
Dilley	RN	Registered Nurse	DY-RN-01
Dilley	RN	Registered Nurse	DY-RN-02
Dilley	RN	Registered Nurse	DY-RN-03
Dilley	RN	Registered Nurse	DY-RN-04
Dilley	RN	Registered Nurse	DY-RN-05
Dilley	RN	Registered Nurse	DY-RN-06
Dilley	RN	Registered Nurse	DY-RN-07
Dilley	RN	Registered Nurse	DY-RN-08
Dilley	RN	Registered Nurse	DY-RN-09
Dilley	RN	Registered Nurse	DY-RN-10
Dilley	RN	Registered Nurse	DY-RN-11
Dilley	RN	Registered Nurse	DY-RN-12
Dilley	RN	Registered Nurse	DY-RN-13

Location	Staffing Category	Position	Position Code
Dilley	RN	Registered Nurse	DY-RN-14
Dilley	RN	Registered Nurse	DY-RN-15
Dilley	RN	Registered Nurse	DY-RN-16
Dilley	RN	Registered Nurse	DY-RN-17
Dilley	RN	Registered Nurse	DY-RN-18
Dilley	RN	Registered Nurse	DY-RN-19
Dilley	RN	Registered Nurse	DY-RN-20
Dilley	RN	Registered Nurse	DY-RN-21
Dilley	RN	Registered Nurse	DY-RN-22
Dilley	RN	Registered Nurse	DY-RN-23
Dilley	RN	Registered Nurse	DY-RN-24
Dilley	RN	Registered Nurse	DY-RN-25
Dilley	RN	Registered Nurse-S	DY-RN-S-01
Dilley	RN	Registered Nurse-S	DY-RN-S-02
Dilley	RN	Registered Nurse-S	DY-RN-S-03
Dilley	RN	Registered Nurse-S	DY-RN-S-04
Dilley	RN	Registered Nurse-S	DY-RN-S-05
Dilley	Technician/Assistants	Radiology Technician	DY-RT-01
Dilley	Technician/Assistants	Radiology Technician	DY-RT-02
Dilley	RN	Registered Nurse-Immunizations	DY-V-RN-01
Dilley	RN	Registered Nurse-Immunizations	DY-V-RN-02
Dilley	RN	Registered Nurse-Immunizations	DY-V-RN-03
Dilley	RN	Registered Nurse-Immunizations	DY-V-RN-04
Dilley	RN	Registered Nurse-Immunizations	DY-V-RN-05
Dilley	MLP	Nurse Practitioner-Pediatric-Immunizations	DY-V-P-NP-01
Dilley	LVN	Licensed Vocational Nurse-Immunization-S	DY-V-LVN-S-01
Dilley	LVN	Licensed Vocational Nurse-Immunization-S	DY-V-LVN-S-02
Dilley	LVN	Licensed Vocational Nurse-Immunization-S	DY-V-LVN-S-03
Dilley	Technician/Assistants	Certified Medical Assistant-Immunization	DY-V-CMA-01
Dilley	Technician/Assistants	Certified Medical Assistant-Immunization	DY-V-CMA-02

Location	Staffing Category	Position	Position Code

Number of Productive Hours per FTE = 2080
Number of Productive Hours per PTE = 1040

Explaination of the Postion Code

The first two letters are a two letter abbreviation for the site.

If a -P- is present this indicates the doctor required is a psychiatrist
The next set of letters indicates the position type. MLP = Mid level provider and may be filled by a Nurse Practitioner or a Physicians Assistant.
MHP=Mental Health Provider and may be filled by a Social Worker or Psychologist.
If a -S- is present it indicates that Spanish language fluency is required for this position. The Position Column will also indicate -S for Spanish fluency req
The next set of number(s) is used as a unique identifier for the specific postion among a set of similar positions. For example this numer is used to identify one of five RN at 'X" site.
If -PT is present at the end of the position code it indicates this position is Part Time. The Position Column will also indicate a part time position.