

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00010 09/22/2014

6. ISSUED BY CODE ICE/DCR 7. ADMINISTERED BY (If other than Item 6) CODE ICE/DM/DC-LAGUNA
 ICE/Detention Compliance & Removals ICE/Detent Mngt/Detent Contract-LAG
 Immigration and Customs Enforcement Immigration and Customs Enforcement
 Office of Acquisition Management Office of Acquisition Management
 801 I Street, NW Suite 930 24000 Avila Road, (b) (6)
 WASHINGTON DC 20536 Attn: Mike Nepsa (b) (6)
 Laguna Niguel CA 92677

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (x) 9A. AMENDMENT OF SOLICITATION NO.
 CITY OF ELOY
 628 N MAIN ST
 ELOY AZ 852310628 9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/
 10B. DATED (SEE ITEM 13) 02/17/2006
 CODE 0025134220000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 002513422
 Contracting Officer's Representative: (b) (6)

Program Point of Contact: (b) (6)

DAO DC POC: (b) (6)

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)
 J.R. Nagy, Mayor J. William Weinberg
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (Signature of person authorized to sign) 9/22/14 (Signature of Contracting Officer) 23 SEPT 2014

2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE 09/22/2014	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite 930 WASHINGTON DC 20536	CODE ICE/DCR	7. ADM NISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contract-LAG Immigration and Customs Enforcement Office of Acquisition Management 24000 Avila Road, (b) (6) Attn: Mike Nepsa (b) (6) Laguna Niguel CA 92677	CODE ICE/DM/DC-LAGUNA
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CITY OF ELOY 628 N MAIN ST ELOY AZ 852310628	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-0002/
		10B. DATED (SEE ITEM 13) 02/17/2006
CODE 0025134220000	FACILITY CODE	

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X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

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

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

DUNS Number: 002513422

Contracting Officer's Representative: (b)(6)

(b)(6)

Program Point of Contact: (b)(6)

(b)(6)

OAQ DC POC: (b)(6)

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

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(b) (6)</p> <p>The purpose of this modification is to incorporate a supplemental agreement for the care and housing of family residents in Dilley, Texas. Period of performance up to 48 months.</p> <p>Note: The terms of this modification (P00010) apply only to the South Texas Family Residential Center. No other term of the IGSA apply to the South Texas Family Residential Center unless otherwise specified in a subsequent modification.</p> <p>Facility Location:</p> <p>South Texas Family Residential Center 1925 West Highway 85 Dilley, Texas 78017</p> <p>The following documents constitute the complete agreement:</p> <p>Attachment 1: Section B, CLIN Structure</p> <p>Attachment 2: Wage Determination Number: 2005-2519 Rev:16 Dated 07/25/2014</p> <p>Attachment 3: Davis Bacon Wage Determination TX135 Dated 01/03/2014</p> <p>Attachment 4: Performance Work Statement (PWS)</p> <p>4A QASP with PRS and CDR 4B Contractor's Insurance 4C Security Language 4D PREA 4E Human Trafficking 4F Medical Equipment Supplies Requirement</p> <p>Attachment 5: Site Plan</p> <p>Attachment 6: Ramp Up Plan</p> <p>Attachment 7: Articles</p> <p>Continued ...</p>				

CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Attachment 8: Staffing Plan</p> <p>Attachment 9: Labor Standards Act</p> <p>These services shall be provided in accordance with:</p> <p>the ICE Family Residential Standards as published on the ICE website as of 8/28/14 (located at https://www.ice.gov/detention-standards/family-residential/) and the Performance Work Statement(Attachment 4).</p> <p>IGSA Attached: DROIGSA-06-0002/ Dilley Exempt Action: Y \$96,977,056 will be obligated at award covering Months 1 and 2 of CLIN 0001 (Monthly Costs for the South Texas Family Residential Center - up to 2,400 beds). The amount obligated at award (\$96,977,056) is the minimum guarantee against this agreement. Beyond the first two months of performance, ICE may issue task orders, subject to the availability of funds for additional services under the terms of this Agreement, in advance of performance, and in accordance with Attachment #1, Section B, Schedule of Pricing. ICE incurs no liability for any performance beyond that specified in a task order. If the service provider performs in advance of the receipt of a funded task order, it will be performing at its own risk.</p> <p>Force Majeure</p> <p>Any delay or failure in the performance by the Government under this modification shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this modification, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Government, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, changes in migration patterns beyond the control of the parties, injunctions, decisions of courts of competent jurisdiction and/or administrative tribunals, acts or omissions of Congress not specifically targeted at this modification, and other such intervening causes.</p> <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Invoicing Instructions:</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a .pdf format on a monthly basis via email to:</p> <p>Invoice.Consolidation@ice.dhs.gov</p> <p>Each email shall contain only one (1) invoice and the subject line of the email will annotate the invoice number. The emailed invoice shall include the bill to address shown below:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 ATTN: ICE-ERO-FOD-FAO Williston, VT 05495-1620</p> <p>Note: the Service Providers or Contractors Dunn and Bradstreet (D&B) DUNS Number must be registered in the System for Award Management (SAM) at https://www.sam.gov prior to award and shall be notated on every invoice submitted to ensure prompt payment provisions are met. The ICE program office identified in the task order/contract shall also be notated on every invoice.</p> <p>2. Content of Invoices: Each invoice submission shall contain the following information:</p> <p>(i) Name and address of the Service Provider/Contractor. Note: the name, address and DUNS number on the invoice MUST match the information in both the Contract/Agreement and the information in the SAM. If payment is remitted to another entity, the name, address and DUNS information of that entity must also be provided which will require Government verification before payment can be processed;</p> <p>(ii) Dunn and Bradstreet (D&B) DUNS Number;</p> <p>(iii) Invoice date and invoice number;</p> <p>(iv) Agreement/Contract number, contract line item number and, if applicable, the order number;</p> <p>(v) Description, quantity, unit of measure, unit price, extended price and period of performance</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>of the items or services delivered;</p> <p>(vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vii) Terms of any discount for prompt payment offered;</p> <p>(viii) Remit to Address;</p> <p>(ix) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>3. Invoice Supporting Documentation. In order to ensure payment, the vendor must also submit supporting documentation to the Contracting Officers Representative (COR) identified in the contract as described below. Supporting documentation shall be submitted to the COR or contract Point of Contact (POC) identified in the contract or task order with all invoices, as appropriate. See paragraph 4 for details regarding the safeguarding of information. Invoices without documentation to support invoiced items, containing charges for items outside the scope of the contract, or not based on the most recent contract base or modification rates will be considered improper and returned for resubmission. Supporting documentation requirements include:</p> <p>(i). Firm Fixed Price Items (items not subject to any adjustment on the basis of the contractors cost experience, such as pre-established monthly guaranteed minimums for detention or transportation): do not require detailed supporting documentation unless specifically requested by the Government.</p> <p>(ii). Fixed Unit Price Items (items for allowable incurred costs, such as detention and/or transportation services with no defined minimum quantities, stationary guard or escort services, transportation mileage or other Minor Charges such as sack lunches and detainee wages): shall be fully supported with documentation substantiating the costs and/or reflecting the established price in the contract and submitted in .pdf format.</p> <p>(iii). Detention Services:</p> <p>(1) Average number of residents/detainees over Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>the period covered on the invoice</p> <p>(2) Residents/detainees check-in and check-out dates;</p> <p>(3) Name of each resident/detainee;</p> <p>(4) Residents/detainees identification information</p> <p>(iv). Transportation Services:</p> <p>(1) The mileage rate being applied for that invoice.</p> <p>(2) Monthly billing reports listing transportation services provided; number of miles; transportation routes provided; locations serviced and/or names/numbers of detainees transported; an itemized listing of all other charges; and, for reimbursable expenses (e.g. travel expenses, special meals, etc.) copies of all receipts.</p> <p>(v). Stationary Guard Services:</p> <p>(1) The itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was/were guarded.</p> <p>(vi). Other Direct Charges:</p> <p>The invoice shall include appropriate supporting documentation for any direct charge billed for reimbursement.</p> <p>4. Safeguarding Information: As a contractor or vendor conducting business with Immigration and Customs Enforcement (ICE), you are required to comply with DHS Policy regarding the safeguarding of Sensitive Personally Identifiable Information (PII). Sensitive PII is information that identifies an individual, including an alien, and could result in harm, embarrassment, inconvenience or unfairness. Examples of Sensitive PII include information such as: Social Security Numbers, Alien Registration Numbers (A-Numbers), or combinations of information such as the individual's name or other unique identifier and full date of birth, citizenship, or immigration status.</p> <p>As part of your obligation to safeguard information, the follow precautions are required: Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately. Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR
CITY OF ELOY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.</p> <p>Use shredders when discarding paper documents containing Sensitive PII.</p> <p>Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf for more information on and/or examples of Sensitive PII.</p> <p>5. If you have questions regarding payment, please contact ICE Financial Operations at 1-877-491-6521 or by e-mail at OCFO.CustomerService@ice.dhs.gov</p>				

DESCRIPTION	UNITS	QTY	UNIT PRICE	Total Amount	Month	Monthly rate
0001 Monthly Cost	Month				1	\$ (b) (4)
					2	\$ (b) (4)
0002 > 2,400 beds					3	\$ (b) (4)
					4	\$ (b) (4)
0003 Transportation	(b) (4)	(	\$ (b) (b)	\$ 350,000	5	\$ (b) (4)
					6	\$ (b) (4)
0004 Transportation	(b) (4)	(b)	\$ (b) (	\$ 67,600.00	7	\$ (b) (4)
					8	\$
0005 Education	(b) (4)	(b)	\$ (b) (b)	\$ 10,050,000	9	\$
					10	\$
0006 Guard Rate rate	(b)	(b)	\$ (b) (	\$ (b) (b) (7)	11	\$ (b) (b) (7)
					12	\$ (b) (E)
>2,400 beds						\$ 276.69

DESCRIPTION	UNITS	QTY	UNIT PRICE	Total Amount	Month	Monthly rate
1001 Monthly Cost	Month		\$ 20,253,757		13	\$ (b) (4)
					14	\$
1002 > 2,400 beds					15	\$
					16	\$
1003 Transportation	(b) (4)	(	\$ (b) (b)	\$ 350,000	17	\$
					18	\$
1004 Transportation	(b) (4)	(b)	\$ (b) (	\$ 67,600.00	19	\$
					20	\$
1005 Education	(b) (4)	(b)	\$ (b) (b) (4)	\$ 10,050,000	21	\$
					22	\$
1006 Guard Rate Rate	(b)	(b)	\$ (b) (	\$ (b) (b)	23	\$ (b) (7)(E)
					24	\$ (b)
Bed Day Rate						\$ (b) (b)
>2,400 beds						\$ (b) (4)

DESCRIPTION	UNITS	QTY	UNIT PRICE	Total Amount	Months	Monthly rate
2001 2,400 beds	(b)	(b)	\$ (b) (b)		25 - 36	\$ (b) (4)
2002 > 2,400 beds						
2003 Transportation	(b) (4)	(	\$ (b) (b)	\$ 350,000		
2004 Transportation	(b) (4)	(b)	\$ (b) (	\$ 67,600.00		
2005 Education	(b) (4)	(b)	\$ (b) (4)	\$ 10,050,000		
Fully burdened						
2006 Guard Rate	(b)	(b)	\$ (b) (	\$ (b) (b) (7)	Bed Day Rate	\$ (b) (b)
>2,400 beds						\$ (b) (4)

DESCRIPTION	UNITS	QTY	UNIT PRICE	Total Amount	Months	Monthly rate
3001 Monthly Costs up	Month					\$ (b) (4)
3002 2,400 beds	Month	(b)	\$ (b) (b)		37 - 48	\$
3003 Above 2,401 beds						
3003 Transportation	50,000 miles	(	\$ (b) (b)	\$ 350,000		
3004 Transportation	> 50,000 miles	(b)	\$ (b) (	\$ 67,600.00		
3005 Education	1,000 children	(b)	\$ (b) (b)	\$ 10,050,000		
Fully burdened						
3006 Guard Rate	Hour	(b)	\$ (b) (b)	\$ (b) (b) (7)	Bed Day Rate	\$ (b) (b)
>2,400 beds						\$ (b) (4)

ATTACHMENT 1

B

WD 05-2519 (Rev.-16) was first posted on www.wdol.gov on 08/05/2014

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

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

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2519
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 Equipment 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	(see 3) 16.36
Surface Programs		
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 ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

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

TYPE OF EQUIPMENT	VENDOR	ITEM #	QTY
High Boltless Steel Shelving	Global Industrial	WG601886	20

TYPE OF EQUIPMENT	VENDOR	ITEM #	QTY
769 Seca waist digital scale w/Bio	GSA Advantage	769	8
Diagnostic Set (Ophth/Oto)	GSA Advantage	97150-M	8
Manual Exam Table	MidMark	204-001	8
Infant Digital Scale	Deteco	8440	3
Infant Measuring Mat	Moore Medical	62384	3
Infant BP Syphg w/ Gauge	Moore Medical	83863	3
Pediatric BP syphg w/Gauge			3
Integrated Wall System (welch allyn-Oto/scope)	Moore Medical	11092	8
Adult BP Syphg w/ Gauge	GSA Advantage	5098-18	8
Speculum Light	Welch Allyn	79920	8
Welch Allyn Spot VS-BP SPO2	GSA Advantage	42NTB-E1G	8

TYPE OF EQUIPMENT	VENDOR	QTY	ITEM #
769 Seca digital scale w/BMI	GSA Advantage	769	3
Light (lice)	Moore Medical	70902	1
Pediatric BP syphg w/Gauge			3
Adult BP Syphg w/ Gauge	GSA Advantage	5098-18	3
Infant BP Syphg w/ Gauge	Moore Medical	83863	3
Welch Allyn Spot VS-BP SP02	GSA Advantage	42NTB-E1G	3
Infant Digital Scale	Deteco	8440	1
Infant Measuring Mat	Moore Medical	62384	1

TYPE OF EQUIPMENT	VENDOR	ITEM #	QTY
Microhematocrit Centrifuge	GSA Advantage	HEC24HF7501_8RT65	2
Urisys1100 Urine Analyzer	Moore Medical	75572	1
Extra-wide Lab Chair	GSA Advantage	6000X-FD	1
Medical Exam Stool	GSA Advantage	HONMTS01EA11	1
Lockable storage for sharps (needles/IV equipment)			1

LOCATION	ITEM #	DESCRIPTION	PACKAGING	QTY	SIZE
Clinic Supplies	89473	0.9% Sodium Chloride for Injection	each	15	20mL
Clinic Supplies	13876	ABD pads	box/25	6	5" x 9"
Clinic Supplies	13877	ABD pads	box/20	6	8" x 10"
Clinic Supplies	80018	Accu-chek Aviva Control Solution	each	2	
Clinic Supplies	80016	Accu-chek Aviva Test Strips	pkg/50	30	
Clinic Supplies	93119	ACE Elastic Bandage	box/10	8	2" x 5 yds
Clinic Supplies	93120	ACE Elastic Bandage	box/10	8	3" x 5 yds
Clinic Supplies	93121	ACE Elastic Bandage	box/10	8	4" x 5 yds
Clinic Supplies	93122	ACE Elastic Bandage	box/10	4	6" x 5yds
Clinic Supplies		AED adult pads		10	
Clinic Supplies		AED Pediatric Pads		10	
Clinic Supplies	87774	Alcohol Isopropyl 70%	case/12	2	16 oz
Clinic Supplies	64120	Alcohol prep pads	box/200	17	2-ply medium
Clinic Supplies	72977	Ammonia inhalants	box/10	2	ampoules
Clinic Supplies	79946	Angiocath for irrigation	each	4	16G x 1.16
Clinic Supplies	13040	Arm Sling	each	4	Unisize
Clinic Supplies	82465	Bacitracin Ointment	box/144	4	1.0 gm
Clinic Supplies	68188	Bandage X-Large Sheer plastic	box/50	10	2" x 4"
Clinic Supplies	68182	Band-aids - Fabric	box/100	22	3/4" x 3" strips
Clinic Supplies	68184	Band-aids - Fabric	box/100	4	knuckle
Clinic Supplies	68187	Band-aids - Fabric	box/100	22	spot 7/8"
Clinic Supplies	46087	Barrier Protective Glasses	box/10	8	
Clinic Supplies	96678	Betadine Solution	each	2	16 oz
Clinic Supplies	55436	Biohazard Wastebags	box/50	3	10-15 gal
Clinic Supplies	90548	Bio-sharps Container w/ Lis	each	40	5 QT
Clinic Supplies	16553	Bloodborne Pathogen Spill Kit	each	15	4 oz
Clinic Supplies	53732	Bulb Syringes	each	20	3 oz
Clinic Supplies	97040	Cold pack	Case/24	5	
Clinic Supplies	13183	Compound Benzoin Tincture swabsticks	Box/50	4	
Clinic Supplies	69544	Cotton Balls	box/500	3	Medium
Clinic Supplies	69620	Cotton tipped applicators single	box/1000	2	6"
Clinic Supplies	69622	Cotton tipped applicators sterile	box/100	1	6"
Clinic Supplies	89531	Dental Floss	each	0	

Clinic Supplies	37696	Dial Hand Soap	each	6	1 gal
Clinic Supplies	98696	Diaper Relief ointment	each	40	4 oz
Clinic Supplies	88392	Disposable Sterile Scalpels	Box/10	2	#11
Clinic Supplies	76973	Drape sheet 2 ply	case/100	3	40" x 48"
Clinic Supplies	68754	Dry washcloths	bag/50	1	
Clinic Supplies	41604	Duoderm	box/10	3	
Clinic Supplies	66656	Eartips - disposable otoscope	box/1000	3	2.5 mm
Clinic Supplies	53984	Eartips - disposable otoscope	box/1000	3	4.0 mm
Clinic Supplies		EKG Electrodes	100/box	10	100/box
Clinic Supplies	91725	Emesis basin	each	60	700 cc, 9.7 x 4.7 x 2
Clinic Supplies	81766	Epsom salts	each	1	
Clinic Supplies	29736	Eucerin cream	each	6	16 oz
Clinic Supplies	83755	Eucerin cream	each	50	1 oz
Clinic Supplies	83410	Exam table paper	case/12	12	18"
Clinic Supplies	8503	Eye Chart (Illiterate)	each	3	
Clinic Supplies	78149	Eye patches	box/12	2	
Clinic Supplies	70748	Fluff Underpad	case/300	2	17" x 24"
Clinic Supplies	81101	Gauze, non woven sponges, non-sterile	bag/200	8	2x2
Clinic Supplies	93357	Gauze, non woven, sterile	pkg/100	8	4x4
Clinic Supplies	20983	Gauze, non-sterile	bag/200	8	2x2
Clinic Supplies	91543	Gauze, non-sterile	bag/200	8	4x4
Clinic Supplies	17532	Gauze, Sterile	box/100	5	2x2
Clinic Supplies	08664	Gauze, Telfa Adhesive	box/100	3	3x4
Clinic Supplies	72059	Gauze, Telfa Bandage	box/400	3	2" x 3 3/4
Clinic Supplies	74465	Gauze, Telfa, Non-Adhesive	box/50	3	3" x 4"
Clinic Supplies	55502	Gauze-conforming Stretch, non-sterile	bag/12	6	3" x 4.1 yds
Clinic Supplies	73979	Gauze-Conforming Stretch, Sterile	bag/12	12	3" x 4.1 yds
Clinic Supplies	52932	Gloves - Sterile Surgical	box/50	1	Size 8
Clinic Supplies	85271	Gloves Nitrile, Powder-free	box/100	40	Small
Clinic Supplies	85272	Gloves Nitrile, Powder-free	box/100	70	Medium
Clinic Supplies	85273	Gloves Nitrile, Powder-free	box/100	70	Large
Clinic Supplies	85274	Gloves Nitrile, Powder-free	box/100	20	X-Large
Clinic Supplies	13903	Graduated Suction Catheter Kit	case/50	3	6 Fr
Clinic Supplies	17614	Hand Sanitizer	each	18	8 oz

Clinic Supplies	82789	HCG UA Dipstick	box/25	160	
Clinic Supplies	97038	Heat Pack	Case/24	6	
Clinic Supplies	92991	Hemocult Developer	each	2	15 mL
Clinic Supplies	11126	Hibiclens	each	6	16 oz
Clinic Supplies	66797	Hot Water Soluable Laundry Bags	box/100	8	40-45 gal
Clinic Supplies	92997	Hydrogen peroxide	each	4	16 oz
Clinic Supplies	17530	Hypoallergenic silk tape	box/12	2	1" x 10 yds
Clinic Supplies	70719	Infant Heel Warmers	box/25	5	3-1/2" x 5"
Clinic Supplies	44106	Infectious Linen Bags	case/250	3	20 gallon
Clinic Supplies	75151	Iodoform Packing Strips	each	10	1/4" x 5 yds
Clinic Supplies	14323	Irrigating Eye Wash	case/12	1	16 Oz
Clinic Supplies	93321	Isolation gowns	case/50	8	one size
Clinic Supplies	14358	Kleenex	case/48	6	
Clinic Supplies	92604	KY Jelly	box/144	3	
Clinic Supplies	76513	Lancets	Box/200	10	
Clinic Supplies	15991	Medicaine Sting ease Swabs	pkg/10	4	
Clinic Supplies	55579	Medicine cups - paper	box/250	20	1 oz
Clinic Supplies	81772	Medicine cups - plastic	pkg/100	20	1 oz
Clinic Supplies	59477	Mini Ear loop currettes	box/50	2	
Clinic Supplies	82672	N95 particulate respirator mask	box/20	8	Univsize
Clinic Supplies	68717	N95 particulate respirator/surgical mask	box/20	8	universal size
Clinic Supplies	15045	Nasal Cannula	each	15	Adult
Clinic Supplies	15047	Nasal Cannula	each	15	Child
Clinic Supplies	52971	Nasopharyngela Airway Kit	each	4	Assorted
Clinic Supplies	82271	Non-Rebreather Mask	each	8	Adult
Clinic Supplies	15049	Non-Rebreather Mask	each	10	Pediatric
Clinic Supplies	80598	Oral Airway Kit	each	4	
Clinic Supplies	89724	Paper cups	pkg/100	80	5 oz
Clinic Supplies	87406	Paper tape	box/12	3	1" x 10 yds
Clinic Supplies	83408	Patient gowns	case/50	10	30" x 42"
Clinic Supplies	43735	Peak flow meter	each	6	
Clinic Supplies	08618	Petrolatum Gauze dressing	box/12	4	3" x 18"
Clinic Supplies	10419	Petrolatum Jelly	box/144	2	5gm
Clinic Supplies	98395	Petrolatum Jelly	pkg/12	3	1 oz

Clinic Supplies	82665	Procedure Mask with Ear loops	box/50	15	
Clinic Supplies	13182	Providone Iodine 10% Swabsticks	box/50	4	
Clinic Supplies	11602	Providone Iodine Prep Solution	each	4	16 oz
Clinic Supplies	82263	Rebreather Oxygen Mask	each	5	Adult
Clinic Supplies	82266	Rebreather Oxygen Mask	each	5	Pediatric
Clinic Supplies	83031	Rebreather Oxygen Mask	each	5	Infant
Clinic Supplies	81050	Resuscitator with valve	each	4	Adult
Clinic Supplies	81049	Resuscitator with valve	each	4	Infant
Clinic Supplies	81051	Resuscitator with valve	each	4	Pediatric
Clinic Supplies	45310	Saline Solution 0.9%	each	30	250mL
Clinic Supplies	37155	SAM Splint	each	8	4 1/4" x 36"
Clinic Supplies	62879	Sani-Cloth Germicidal disposable wipes	can/160	40	6" x 6.75"
Clinic Supplies	75248	Sani-Hands Sanitizing Wipes	can/135	40	6" x 7.5"
Clinic Supplies	32367	Silvadene 1% 20 G tube	each	2	20 G
Clinic Supplies	63316	Spirometer Disposable mouthpieces	box/100	2	
Clinic Supplies	82762	Staple remover Kit	each	10	
Clinic Supplies	08639	Steri-Strip Adhesive Skin Closures	box/50	2	1/4" x 4"
Clinic Supplies	48535	Stiffneck Extrication Collar	each	3	Adult Neckless
Clinic Supplies	48529	Stiffneck Extrication Collar	each	3	Baby Neckless
Clinic Supplies	48530	Stiffneck Extrication Collar	each	3	Pediatric
Clinic Supplies	15621	Stiffneck Extrication Collar	each	3	Regular
Clinic Supplies	15622	Stiffneck Extrication Collar	each	3	Short
Clinic Supplies	16158	Stiffneck Extrication Collar	each	3	Tall
Clinic Supplies	82792	Strep A Dipstick	box/25	3	
Clinic Supplies	66098	Suction Canister, Disposable	each	3	800 cc
Clinic Supplies	80386	Suction Catheter	each	3	18 Fr
Clinic Supplies	80381	Suction Catheter	each	3	8 Fr
Clinic Supplies	15093	Suction Connecting Tube w/ Yankauer	each	3	
Clinic Supplies	35221	Surgical Face Mask with nose piece	box/50	2	
Clinic Supplies	92604	Surgilube	box/144	1	
Clinic Supplies	82761	Suture Removal Kit	each	10	
Clinic Supplies	82768	Suturing Kit Tray	each	5	
Clinic Supplies	65510	Syringe only for ear irrigation	box/40	1	60cc
Clinic Supplies	81462	Tape measure	box/1000	3	24"

Clinic Supplies	49317	Tegaderm Transparent Dressing	box/100	1	2 3/8" x 2 3/4"
Clinic Supplies	17737	Thermometer Probe Covers for Suretemp	box/250	15	for oral
Clinic Supplies	76803	Thermoscan Pro 4000 Ear probe cover	pkg/200	40	
Clinic Supplies	79821	Tongue Depressor - Adult	box/500	6	
Clinic Supplies	08641	Transpore Surgical Tape	box/12	2	1" x 10 yds
Clinic Supplies	82466	Triple antibiotic Ointment	box/150	6	1.0 gm
Clinic Supplies	58979	Ultrasound gel	each	2	1/4 L
Clinic Supplies	13784	Urine Reagent Strips 10 SG	box/100	5	
Clinic Supplies	75349	Urine Strainer	bag/25	1	
Clinic Supplies	89427	Wash basin	each	18	6 QT
Sharps	65559	Vanishpoint Syringes Tuberculin	Box/100	15	27G x 1/2 1cc
Sharps	64586	Vanishpoint Syringes	Box/100	30	22G x 1 3cc
Sharps	65661	Vanishpoint Syringes U-100 Insulin	Box/100	15	29G x 1/2 1cc
Sharps	88392	Disposable Sterile Scalpels	Box/10	2	#11
Sharps	73101	Safety IV catheters - yellow	Box/50	6	24G x 3/4"
Sharps	72290	Safety IV catheters - Blue	Box/50	6	22G x 1"
Sharps	72292	Safety IV catheters - Pink	Box/50	6	20G x 1 1/4"

TYPE OF EQUIPMENT	VENDOR	ITEM #	QTY
Operatory Chair	ADEC	Cascade 1040	4
12 O'clock Treatment Console	ADEC	Preference 5580	4
Delivery Unit	ADEC	Cascade 3181	4
Track-Mount Single Light	ADEC	Preference Mounted Light 28-1461	4
Doctor's Stool	ADEC	Cascade 1601	4
Assistant's Stool	ADEC	Cascade 1626	4
Intraoral x-ray	GENDEX	GX-770	4
M9 Ultraclave Sterilizer	Sullivan-Schein	386-1150	2

CDR DICOM Software - Multi-User w/Guide	Schick Technologies	B1050013	4
CDR DICOM User Guide - additional	Schick Technologies	B1050006	1
Sensor size 2	Schick Technologies	B1204050	4
Universal Holder Set-size2	Schick Technologies	B1073061	4
USB remote	Schick Technologies	B2204000	4
USB Remote Cable (5 meter)	Schick Technologies	A1111300	4
USB CAM Kit	Schick Technologies	B6303000	4
USB Cam Cable (5 m)	Schick Technologies	A1119100	4
Sensor size 0	Schick Technologies	B1303050	4

Amalgam Sep	AB Dental Trends	890-1500	4				
Dental Vac	Air Techniques	Vac Star 50	4				
Dental Comp	Air Techniques	Air Star 30	4				

- Mechanical room will need: 2 dedicated outlets (one for vacuum and one for compressor); plumbing for water supply; plumbing for air lines to chair from compressor

3 drain; external venting; lighting

TYPE	TYPE OF EQUIPMENT	VENDOR	ITEM #	QTY
Dental Supplies	2" x 2" Gauze, non- sterile, 5000/case	Henry Schein	100-8608	2
Dental Supplies	Absorbent Points, Assorted, 15-40	Henry Schein	101-2534	2
Dental Supplies	Absorbent Points, Assorted, 45-80	Henry Schein	101-5685	2
Dental Supplies	Alginate Spatula	Henry Schein	135-4135	1
Dental Supplies	Alginate, Regular Set, Jeltrate Plus	Henry Schein	222-2723	1
Dental Supplies	All Rap 4" x 6", Cl r	Henry Schein	127-3240	2
Dental Supplies	Amalgam Carrier, Med/Large	Henry Schein	600-3316	2
Dental Supplies	Amalgam Plugger # 0/1	Henry Schein	600-9517	2
Dental Supplies	Amalgam Plugger # 1/2	Henry Schein	600-9295	2
Dental Supplies	Amalgam Well	Henry Schein	100-1803	2
Dental Supplies	Amalgamator,ProMix,Dentsply/Caul	Henry Schein	222-4105	2
Dental Supplies	Apron Child	Henry Schein	100-9022	1
Dental Supplies	Apron Hanger	Henry Schein	100-3530	2
Dental Supplies	Apron, Adult	Henry Schein	100-2528	1
Dental Supplies	Articulating Paper, Thin	Henry Schein	100-2876	3
Dental Supplies	Aspirating Syringe, CW type	Henry Schein	100-9808	10
Dental Supplies	Autoclave Cleaner, Qt	Henry Schein	100-5050	1
Dental Supplies	Barbed Broaches, Sz 1, 22 mm, 12/bx	Henry Schein	222-3660	2
Dental Supplies	Barbed Broaches, Sz 3, 22 mm, 12/bx	Henry Schein	222-3832	2
Dental Supplies	Barbed Broaches, Sz 5, 22 mm, 12/bx	Henry Schein	222-4245	2
Dental Supplies	Bib Holder	Henry Schein	100-8229	4
Dental Supplies	Bibs, DriGuard, 500/case	Henry Schein	100-9276	2
Dental Supplies	Bone File #21, Miller	Henry Schein	600-1254	5
Dental Supplies	Brush Tip Applicators, 3M	Henry Schein	777-9224	2
Dental Supplies	Burnisher #21B	Henry Schein	600-9586	2
Dental Supplies	Burnisher #27/29	Henry Schein	600-0855	2
Dental Supplies	Butane Burner, Wall Lenk	Henry Schein	100-8842	1
Dental Supplies	Carbide Bur #2 Round, RA,(10/),SS 3 pack	Henry Schein	999-2421	10
Dental Supplies	Carbide Bur #330, FG,(10/),SS White 3 pack	Henry Schein	999-8120	10
Dental Supplies	Carbide Bur #34, FG,(10/),SS White 3 pack	Henry Schein	999-2986	10
Dental Supplies	Carbide Bur #34, RA,(10/),SS White 3 pack	Henry Schein	999-4425	10
Dental Supplies	Carbide Bur #557, FG, (10/),SS White 3 pack	Henry Schein	999-8764	10
Dental Supplies	Carbide Bur #6 Round, RA,(10/),SS 3 pack	Henry Schein	999-4878	10
Dental Supplies	Carbide Bur #701L, FG,(10/),SS White 3 pack	Henry Schein	999-2980	10

Dental Supplies	Carbide Bur #8 Round, RA,(10/),SS 3 pack	Henry Schein	999-1653	10
Dental Supplies	Carbocaine HCL 3%, Plain	Henry Schein	856-0233	4
Dental Supplies	Cavit G	Henry Schein	378-4404	1
Dental Supplies	Cavitron Inserts, 30K TFI-10 Straight 5	Henry Schein	167-4055	10
Dental Supplies	Chairside Reline	Henry Schein	333-7765	1
Dental Supplies	Cleoid-Discoïd #3/6 2	Henry Schein	600-4369	2
Dental Supplies	College Pliers #317	Henry Schein	600-8348	20
Dental Supplies	Columbia 2R /2L	Henry Schein	600-6167	4
Dental Supplies	Composite, Felt #2	Henry Schein	600-6695	6
Dental Supplies	Cotton Pellet Dispenser	Henry Schein	754-7183	1
Dental Supplies	Cotton Pellets # 3, 2500/box	Henry Schein	754-8911	1
Dental Supplies	Cotton Roll Dispenser	Henry Schein	754-8598	1
Dental Supplies	Cotton Roll, non-sterile, Med, 2000/box	Henry Schein	100-5897	2
Dental Supplies	Curette, #11, Miller, CM11	Henry Schein	600-2571	5
Dental Supplies	Curing Light, Optilux	Henry Schein	549-7284	2
Dental Supplies	Digipex III Apex Locator, Pulp Tester	Henry Schein	923-2193	1
Dental Supplies	Dispenser for All Rap	Henry Schein	127-5189	1
Dental Supplies	Disposable Prophy Angles, 100/Bx 3	Henry Schein	117-2133	10
Dental Supplies	Disposable XCP Bite Bloc s, 100/box	Henry Schein	189-1585	1
Dental Supplies	Dry Socket Paste, Sultan, 1 oz	Henry Schein	100-5312	2
Dental Supplies	DuraShield Fluoride varnish	Henry Schein	312-1059	2
Dental Supplies	Elevator, Apexo, #301	Henry Schein	600-0698	2
Dental Supplies	Elevator, Heidbrink, #1	Henry Schein	600-1429	2
Dental Supplies	Elevator, Heidbrink, #41	Henry Schein	600-4412	2
Dental Supplies	Elevator, Seldin, #1L	Henry Schein	600-8622	2
Dental Supplies	Elevator, Seldin, #1R	Henry Schein	600-7486	2
Dental Supplies	Elevator, Woodward, #190 €	Henry Schein	600-2134	2
Dental Supplies	Elevator, Woodward, #191 (W)	Henry Schein	600-6802	2
Dental Supplies	Endo-Ray II, 2/pk	Henry Schein	733-0816	2
Dental Supplies	Etch Gel, Phosphoric Acid, package	Henry Schein	100-4649	2
Dental Supplies	Evacuator Tips, High Volume, 50/bag	Henry Schein	100-4568	8
Dental Supplies	Excavator #17	Henry Schein	600-3748	10
Dental Supplies	Excavator #23	Henry Schein	600-6209	10
Dental Supplies	Excavator Double End #31L	Henry Schein	600-3889	2
Dental Supplies	Explorer Double End #DG-16	Henry Schein	600-3599	2

Dental Supplies	Explorer/Probe #23/CP-12	Henry Schein	600-7165	20
Dental Supplies	Ezee Kleen 2.5 Water Distiller	Henry Schein	551-9685	1
Dental Supplies	Ezee Kleen Cartridge Refill	Henry Schein	551-6714	1
Dental Supplies	Face Masks Earloop Yellow 50/bx	Henry Schein	104-2849	12
Dental Supplies	Finishing Bur, 7714-T2	Henry Schein	772-7007	3
Dental Supplies	Finishing Bur, 7714-T3	Henry Schein	772-7240	3
Dental Supplies	Flexibole, X-Large	Henry Schein	547-9846	1
Dental Supplies	Floss Dispenser, Steel	Henry Schein	555-0406	1
Dental Supplies	Floss J & J (110 yds)	Henry Schein	555-9882	3
Dental Supplies	Forcep #151S	Henry Schein	100-5203	4
Dental Supplies	Forcep 17	Henry Schein	100-7330	2
Dental Supplies	Forcep 53 L	Henry Schein	100-7459	2
Dental Supplies	Forcep 53 R	Henry Schein	100-3779	2
Dental Supplies	Forcep, #150, Cryer	Henry Schein	600-7233	4
Dental Supplies	Forcep, #150S	Henry Schein	100-7034	4
Dental Supplies	Forcep, #151, Cryer	Henry Schein	600-7902	4
Dental Supplies	Forcep, #23, Cowhorn	Henry Schein	600-4715	2
Dental Supplies	Forcep, #69, (Miltex)	Henry Schein	953-7710	2
Dental Supplies	Forcep, #88L, Nevius	Henry Schein	600-6844	2
Dental Supplies	Forcep, #88R, Nevius	Henry Schein	600-6447	2
Dental Supplies	Forcep, Tissue, Adson 4 3/4"	Henry Schein	600-3739	5
Dental Supplies	Full Denture Tray Set, Perforated, 8/set (only 1 set)	Henry Schein	333-0935	1
Dental Supplies	Gates Glidden Drills, Assorted #1-6, RA	Henry Schein	100-9919	2
Dental Supplies	Gelfoam #4, Large, Jar	Henry Schein	908-2252	1
Dental Supplies	Glove Dispenser	Henry Schein	100-6182	4
Dental Supplies	Gloves Medium Nitrile 50/bx	Henry Schein	103-302	20
Dental Supplies	Gloves Small Nitrile 50/bx	Henry Schein	103-300	20
Dental Supplies	Gracey 1 / 2 4	Henry Schein	600-2245	4
Dental Supplies	Gracey 11 / 12 4	Henry Schein	600-3523	4
Dental Supplies	Gracey 13 / 14 4	Henry Schein	600-3603	4
Dental Supplies	Gracey 7 / 8 4	Henry Schein	600-3023	4
Dental Supplies	Gutta Percha Points, Assorted, 15-40	Henry Schein	100-3894	2
Dental Supplies	Gutta Percha Points, Assorted, 45-80	Henry Schein	100-6571	2
Dental Supplies	Gutta Percha Points, Assorted, 90-140	Henry Schein	100-8504	2

Dental Supplies	Head Rest Cover, 13" x 10", 500/case	Henry Schein	101-8627	2
Dental Supplies	H-Files, Sz 15-40, 30 mm, 6/bx	Henry Schein	123-8623	2
Dental Supplies	H-Files, Sz 45-80, 30 mm, 6/bx	Henry Schein	123-1931	2
Dental Supplies	High Speed Handpiece, Midwest Tradition, Push 7 Button, Fiber optic	Henry Schein	772-7345	1
Dental Supplies	Hollenbac #3S	Henry Schein	600-0937	2
Dental Supplies	Hurricane Gel Topical Anesthetic	Henry Schein	916-6726	3
Dental Supplies	In-Room Sharps Disposal System	Henry Schein	666-3672	2
Dental Supplies	IRM Kit	Henry Schein	222-1135	1
Dental Supplies	K-Files, Sz 08, 25mm, 6/bx, Kerr	Henry Schein	123-2411	2
Dental Supplies	K-Files, Sz 10, 25 mm, 6/bx	Henry Schein	123-0485	2
Dental Supplies	K-Files, Sz 15, 25 mm, 6/bx	Henry Schein	123-1546	2
Dental Supplies	K-Files, Sz 20, 25 mm, 6/bx	Henry Schein	123-4928	2
Dental Supplies	K-Files, Sz 25, 25 mm, 6/bx	Henry Schein	123-5710	2
Dental Supplies	K-Files, Sz 30, 25 mm, 6/bx	Henry Schein	123-8203	2
Dental Supplies	K-Files, Sz 35, 25 mm, 6/bx	Henry Schein	123-6151	2
Dental Supplies	K-Files, Sz 40, 25 mm, 6/bx	Henry Schein	123-9608	2
Dental Supplies	K-Files, Sz 45-70, 25mm, 6/bx	Henry Schein	123-0406	2
Dental Supplies	Lab Stone, Buff, 25 lb	Henry Schein	569-1826	1
Dental Supplies	Lead Apron, Adult	Henry Schein	100-2528	1
Dental Supplies	Lidocaine HCL 2%, w/ Epi 1:100	Henry Schein	856-8483	5
Dental Supplies	Light Handle Covers, "T"	Henry Schein	100-9864	4
Dental Supplies	Marcaine HCL .5%, w/ Epi 1:200	Henry Schein	856-7407	3
Dental Supplies	Masks with Face Guard 40/bx	Henry Schein	153-6614	6
Dental Supplies	Maxiclens Antimicrobial Soap, Gallon	Henry Schein	431-0099	2
Dental Supplies	Maxispray Surface Disinfectant, Spray Bottle	Henry Schein	101-5349	2
Dental Supplies	Maxitest Inoffice System Starter Set	Henry Schein	102-6076	1
Dental Supplies	Maxitest Value Test Pack, Biological Monitoring	Henry Schein	101-4715	1
Dental Supplies	Midwest Plus Handpiece Maintenance System	Henry Schein	772-4268	1
Dental Supplies	Mini Endo Box	Henry Schein	317-3564	2
Dental Supplies	Mini Endo Box	Henry Schein	317-3564	2
Dental Supplies	Mirror #5 Front Surface/Cone Socket	Henry Schein	600-0452	20
Dental Supplies	Mirror, Handle Cone Socket	Henry Schein	600-0781	20
Dental Supplies	Mixing Slab, Plastic 6" x 6"	Henry Schein	385-8203	1
Dental Supplies	Monoject Needles, long 1 1/4", Yellow	Henry Schein	194-9460	4

Dental Supplies	Monoject Needles, short 3/4", Blue	Henry Schein	194-5141	4
Dental Supplies	Mouth Prop, Adult #954, 2/box	Henry Schein	107-4521	6
Dental Supplies	Mouth Prop, Child, 2/box	Henry Schein	107-4819	4
Dental Supplies	Mouth Prop, Medium 2/ox	Henry Schein	107-5858	4
Dental Supplies	Needle Holder, Mayo-Hegar 6 1/4"	Henry Schein	600-4601	5
Dental Supplies	On-Gard Recapper	Henry Schein	658-7851	3
Dental Supplies	Periosteal Elevator, #9 Molt	Henry Schein	600-4113	5
Dental Supplies	Plastic Cups, 1000/case	Henry Schein	100-3902	2
Dental Supplies	Plugger, Double End # 1 / 3	Henry Schein	600-7052	2
Dental Supplies	Plugger, Double End # 5 / 7	Henry Schein	600-8078	2
Dental Supplies	Point 4 Optimized Particle Composite System	Henry Schein	123-7115	1
Dental Supplies	Poly Pads, 3" x 3", 100/pad	Henry Schein	100-2880	1
Dental Supplies	Pressure Indicator Paste, 1 1/4 oz	Henry Schein	242-5748	1
Dental Supplies	Pro-Barrier Tube Sox	Henry Schein	991-5498	4
Dental Supplies	Pro-Bond, Dentsply Kit	Henry Schein	222-2433	2
Dental Supplies	Prophy Paste, Nupro, 200/Bx 2	Henry Schein	555-1186	5
Dental Supplies	Push Button Low Speed Angles	Henry Schein	772-6728	8
Dental Supplies	RC Prep, 18 gm	Henry Schein	378-4499	1
Dental Supplies	Regular Set Tray, Perforated, 8/set (only 1 set)	Henry Schein	333-2074	1
Dental Supplies	Repair Material, Lab Pkg	Henry Schein	222-7526	1
Dental Supplies	Retractor, Univ. of Minnesota	Henry Schein	600-5811	5
Dental Supplies	Rongeurs, Friedman 5 1/2 "	Henry Schein	600-6139	5
Dental Supplies	Root Tip Pick, #2, EH02	Henry Schein	600-1552	2
Dental Supplies	Root Tip Pick, #3, EH03	Henry Schein	600-4947	2
Dental Supplies	Root Tip Pick, Heidbrink #13 / 14	Henry Schein	600-4522	2
Dental Supplies	Rubber Dam Kit	Henry Schein	547-8511	2
Dental Supplies	Ruler 6"	Henry Schein	317-1294	2
Dental Supplies	Safety Glasses 2	Henry Schein	100-7382	4
Dental Supplies	Saliva Ejectors, 100/bag	Henry Schein	100-5205	10
Dental Supplies	Scalpel, Disposable, #15, 10/box	Henry Schein	780-4962	2
Dental Supplies	Scissor, Dean 6 1/2 "	Henry Schein	600-0506	5
Dental Supplies	Scissor, Iris 4 1/2 ", Curved Delicate	Henry Schein	600-2899	5
Dental Supplies	Sealapex Root Canal Sealer	Henry Schein	123-2799	2
Dental Supplies	Self-locking Pliers, Economy 2	Henry Schein	600-2009	2
Dental Supplies	Self-Seal Sterilization Pouch, 3 1/2" x 9", 200/box 6	Henry Schein	100-2973	8

Dental Supplies	Self-Seal Sterilization Pouch,5 1/4" x 10",200/bx 6	Henry Schein	100-3042	6
Dental Supplies	Sensor size 0	Schick Technologies	B1303050	1
Dental Supplies	Sensor size 2	Schick Technologies	B1204050	
Dental Supplies	Slow Speed Handpiece Ball Bearing Contra Angle 2 Attachment, Latch Type	Henry Schein	772-2941	2
Dental Supplies	Slow Speed Handpiece Contra Angle Sheath 2	Henry Schein	772-1553	2
Dental Supplies	Slow Speed Handpiece Motor, Midwest, Rhino XP Single Speed	Henry Schein	772-3510	2
Dental Supplies	Slow Speed Handpiece Straight Attachment	Henry Schein	772-5813	2
Dental Supplies	Slow Speed Handpiece, Midwest Shorty Two Speed w/ 2 Straight Attachment	Henry Schein	772-7194	2
Dental Supplies	Sodium Hypochlorite Solution, 16 oz	Henry Schein	100-7562	2
Dental Supplies	Srynge Tips, EZ Safe Tip, 150/bag	Henry Schein	101-6183	8
Dental Supplies	Steel Step-On Can, 32 qt	Henry Schein	545-5228	1
Dental Supplies	Sure-Stop Dispenser, Dentsply, 200/pk	Henry Schein	222-3548	2
Dental Supplies	Surg-O-Vac Tips, .25", 25/pk	Henry Schein	889-0061	10
Dental Supplies	Suture, Gut Plain 3-0, 18"	Henry Schein	654-6555	1
Dental Supplies	Tissue Conditioner, Dentsply	Henry Schein	222-9274	1
Dental Supplies	Tofflemire Retainer, Universal,Getz	Henry Schein	112-5550	10
Dental Supplies	Toflemire Bands #1, .002,(36/),Getz	Henry Schein	112-3267	2
Dental Supplies	Track-Mount Single Light	ADEC	Preference Mounted Light 28-1461	
Dental Supplies	Tray Covers, 1000/box	Henry Schein	101-1309	1
Dental Supplies	Tylin Amalgam, Double Spill, 600 mg Reg Set	Henry Schein	123-3531	1
Dental Supplies	Ultra Clean,Ultrasonic Cleaner,Concentrated, Gallon	Henry Schein	100-3185	1
Dental Supplies	Ultrasonic Cleaner	Henry Schein	100-6879	1
Dental Supplies	Ultrasonic Cleaner Accessory Kit	Henry Schein	100-7900	1
Dental Supplies	Universal Holder Set-size	Schick Technologies	B1073061	1
Dental Supplies	USB Cam Cable (5 m)	Schick Technologies	A1119100	1
Dental Supplies	USB CAM Kit	Schick Technologies	B6303000	1
Dental Supplies	USB remote	Schick Technologies	B2204000	1
Dental Supplies	USB Remote Cable (5 meter)	Schick Technologies	A1111300	1
Dental Supplies	Vibrator	Henry Schein	100-4157	1
Dental Supplies	Wizard Wedges, Assorted	Henry Schein	112-4713	2

Dental Supplies	Woodson #2 6	Henry Schein	600-2886	6
Dental Supplies	XCP Instrument	Henry Schein	189-4148	2
Dental Supplies	X-Ray Covers	Henry Schein	101-6507	4

TYPE OF EQUIPMENT	VENDOR	ITEM #	QTY
132 BIN CABINET/GRAY	DHS ADVANTAGE		1
Refridgerator Storage Box-Double Lock		3715	1
Kango High Polyurethane Seat Chair		11685	2
Connecting Anti-Fatigue 3x2		10777	1
Narcotic Cabinet Double Lock		3762	1
Safety Pill Cutter		17043	2
Tablet Counter with Spatula		7129	2
Anesthesia Cart		11479	1
Vaccine Thermometer 5mL		14144	2
Summit Commercial Refrigerator 20-22 CU FT		FF7LBLBI	1
Stand alone Freezer 12 to 14 cubic feet			

Type	MEDICATIONS	REQUESTED QUANTITY	ITEM #
OTC	Acetaminophen 500mg Unit Dose 100/box	5	1423367
OTC	Acetaminophen 325mg Unit Dose 750/box	5	3271913
OTC	Acetaminophen 160mg/5mL 16oz Bottle	20	1880467
OTC	Acetaminophen 80mg/0.8mL	20	3553815
OTC	Artificial Tear 15ml Bottle	40	1701879
OTC	Aspirin 81mg Chewable Unit Dose 750/box	5	1219278
OTC	Bacitracin Oint 0.5% 1oz Tube	20	3255395
OTC	Benzocaine 20% 15gm Tube	20	1304781
OTC	Benzoyl Peroxide 5% Gel 1.5oz Tube	20	1121375
OTC	Calamine Lotion 177mL	10	1904267
OTC	Carbamide Peroxide 6.5% 15ml bottle	20	1922392
OTC	CTM 4mg Unit Dose 100/box	5	1704477
OTC	Clotrimazole 1% Cream	50	1155761
OTC	Diphenhydramine 25mg Unit Dose 100/box	5	2402287
OTC	Docusate Calcium 100mg Unit Dose 100/box	5	1811827
OTC	Fiber Tab 500/bottle	5	1960756
OTC	Guaifenesin 100mg/5mL 120mL Bottke	50	1924448
OTC	Hydrocortisone 1% Cream	50	1188234
OTC	Ibuprofen 200mg Unit Dose 100/box	10	1245232
OTC	Ibuprofen 100mg/5mL 16oz Bottle	10	1394659
OTC	Instant Glucose Gel 3/pack	3	1384916
OTC	Lice Shampoo 1 bottle	160	91116
OTC	Loperamide 2mg Unit Dose 100/box	5	1610765
OTC	Loratadine 10mg Unit Dose 100/box	5	2131951
OTC	Milk of Mag 400mg/5mL - 30mL Unit Dose 100/Pack	1	1715671
OTC	Mintox 12oz bottle	40	1919661
OTC	Nasal Saline 45mL	50	1642354
OTC	Omeprazole 20mg 1000/bottle	2	1866656
OTC	Opti-Clear 15mL	20	2195097
OTC	Oralyte 33oz Bottle	20	1146596
OTC	Permethrin 1% Lotion 59mL	20	1224351
OTC	Pepto-Bismol 4oz Bottle	30	1377464

TYPE OF EQUIPMENT	VENDOR	ITEM #	QTY
High Boltless Steel Shelving	Global Industrial	WG601886	10

TYPE	SUPPLIES	QUANTITY	ITEM #
Supplies	Berry Vial 16dram 270/box	2	1200450
Supplies	Berry Vial 30dram 140/box	2	1218924
Supplies	Berry Caps 13/16 200/box	2	1746858
Supplies	Berry Caps 30/40/60 250/box	2	1895960
Supplies	Oral Syringe 3mL 500/bpx	2	3612751
Supplies	Oral Syringe 5mL 500/bpx	2	3613064
Supplies	Reclosable Bag 4x6 100bags/pack	10	18362
Supplies	First-Fill RX Labels, 1500 labels/box	5	WFPP03
Supplies	31-Day MAR Forms 1000 labels/box	6	WFPP02
Supplies	Refill Labels 7500 labels/box	2	RX-REF
Supplies	Tape (to put over prescription)	10	

Equipment			
Electrocardiograph	GSA Advantage	CP2A-1E1	1
AED	GSA Advantage	9390A-1001P	10
Welch Allyn Spot VS-BP SP02	GSA Advantage	42NTB-E1G	1
Hydraulic Stretcher		Hill Rom	2
Crash Cart			1
Suction			1
Crutches (adult)			4
Crutches (pediatric)			4
Oxygen Regulator		0-25 lpm	4
Oxygen tank cart, 2 wheel			8
Oxygen tank, D, Aluminum			8
Wheelchair, Adult, Extra Wide, Seat Dimensions: 20" x 16", Arm Style: 62 full length removable, Color: Black upholstery			2
Wheelchair, Adult, Folding, Permanent full arms, standard options, Color: Black upholstery			2
Medication Cart, 36 drawer			1
Medication Cart, 15 drawer for sharps			1
Eyewash station, Faucet Mount			1 per rm
Exam Light, Halogen, w /mobile castor base			3
Backboard Adult			4
Backboard Peds			4
Emergency Bags (Red or Orange)			6

Qty Per Go Bag	Description	Vendor	Re-order	Package T	Config	# Needed
20	2x2 gauze	Moore Medical	08250	Box	100	1
1	3-pack oral glucose gel	Moore Medical	80915	Pkg	3	1
2	4" ace wraps	Moore Medical	83499	Box	10	1
10	alcohol prep pads	Moore Medical	12159	Case	1000	1
1	Ambu Bag/Non-rebreather Mask (adult/ped)	Moore Medical	14272	Case	12	1
4	Ammonia Inhalants	Moore Medical	10104	Box	100	1
1	Basic Life Support card (as reference)					
1	BLS Backpack	Iron Duck	35132	Each	1	8
2	bottle glucometer test strips	Moore Medical	80016	Pkg	50	1
4	Bottle of Aspirin	Moore Medical	89114	Each	1	1
4	box of standard bandaids	Moore Medical	68181	Box	100	1
1	BP cuff adult (manual)	Moore Medical	99353	Each	1	1
1	BP cuff pedi (manual)	Moore Medical	99325	Each	1	1
1	C-collars (1 adult adjustable)	Moore Medical	65666	Each	1	1
1	C-collars (1 pedi adjustable)	Moore Medical	59897	Each	1	1
1	Epi-Pen (adult)	Moore Medical	15211	Pkg	2	2
1	Epi-pen (pedi)	Moore Medical	15212	Pkg	2	2
1	extra glucometer batteries	Moore Medical	68716	Each	1	6
2	Extra pen and emergency quick forms	Moore Medical				
10	finger lancets (12 lancets comes with above kit)	Moore Medical	83527	Box	200	1
1	glucometer (Kit)	Moore Medical	10039	Each	1	1
1	Hemostats	Moore Medical	30944	Each	1	1
2	instant cold packs	Moore Medical	85841	Case	24	1
2	instant warm packs	Moore Medical	80550	Each	1	1
2	IV Start Kit	Moore Medical	16875	Case	100	1
2	IV Tubing	Moore Medical	98266	Each	1	1
8	kerlix wraps	Moore Medical	59713	Box	10	1
1	Lactated Ringers	Moore Medical	69407	Each	1	1
1	Multiple sizes of nasal airways	Moore Medical	52971	Each	1	1
1	Multiple sizes of oral airways	Moore Medical	82135	Box	8	1
1	Normal Saline Solution	Moore Medical	13422	Case	48	1
2	Oxygen	Moore Medical	90494	Each	1	2
8	pen light	Moore Medical	63337	Each	1	1

1	Portable O2 tank with extra regulator	Moore Medical	04253	Each	1	1
1	Portable suction	Moore Medical	74031	Each	1	1
1	pulse oximeter	Moore Medical	67172	Each	1	1
2	Rolls of 2" silk tape	Moore Medical	17531	Box	6	1
2	Sam Splints	Moore Medical	37154	Each	1	3
20	Sets of large gloves	Moore Medical	63640	Box	100	1
1	small sharps container	Moore Medical	10318	Case	72	1
1	Spine Board (Infant/Peds)	Moore Medical	36867	Each	1	1
1	Spine Board(Adult)	Moore Medical	68584	Each	1	1
1	stethoscope	Moore Medical	66255	Each	1	1
1	thermal blanket	Moore Medical	91198	Pkg	30	1
1	thermometer	Moore Medical	73574	Each	1	1
8	tongue depressors	Moore Medical	79821	Box	500	1
4	Tourniquet	Moore Medical	65324	Pkg	10	1
1	Trauma Shears	Moore Medical	10027	Each	1	1

Total go bags required 6

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TYPE OF EQUIPMENT	VENDOR	ITEM #	QTY
Refrigerator - Staff 28 Cub feet	GSA Advantage	FFHT1826LW	1
Microwave			2

TYPE	TYPE OF SUPPLY	VENDOR	ITEM #	QTY	
Admin	No. 2 Pencils	Staples	814575	4	Boxes of 24
Admin	1 - Subject Notebook	Staples	703124	10	
Admin	Batteries - AA	Staples	812356	4	Boxes of 12
Admin	Batteries - AAA	Staples	806229	4	Boxes of 12
Admin	Batteries - 9V	Staples	810694	2	Boxes of 12
Admin	Batteries - C	Staples	806235	3	Boxes of 12
Admin	Batteries - D	Staples	810621	2	Boxes of 12
Admin	Binders - 1"	Staples	614316	4	
Admin	Binders - 2"	Staples	614319	4	
Admin	Binders - 3"	Staples	614320	4	
Admin	Binders - 4"	Staples	519835	4	
Admin	Binders - 5"	Staples	652108	4	
Admin	Binder Clips - Sm	Staples	814494	10	Boxes of 12
Admin	Binder Clips - Med	Staples	814607	10	Boxes of 12
Admin	Binder Clips - Lg	Staples	777466	10	Boxes of 12
Admin	Binding Spines	Staples	615677	1	
Admin	C-Line Plastic Sorter	Staples	897696	2	
Admin	C-Line Shop Ticket Holders	Staples	508822	2	
Admin	Calculators	Staples	814556	5	
Admin	Calendars - Blotter-Style	Staples	51015453752	10	
Admin	Calendars - Wall	Staples	HOD3638	10	
Admin	Clipboards	Staples	814435	10	
Admin	Copy Paper	Staples	492072	10	Case of 10 Reams of 500
Admin	Date Stamper	Staples	USST5117	2	
Admin	Document Protector	Staples	814896	2	
Admin	Drawer Organizer - Tray	Staples	514638	10	
Admin	Desktop Organizers	Staples	375012	10	
Admin	Desktop Organizers - Horizontal	Staples	381873	10	
Admin	Dividers - Index Sheets - A to Z	Staples	887513	2	
Admin	Dividers - Plastic - Monthly Tabs	Staples	901913	2	
Admin	Dividers - Plastic - Tabs - Pockets	Staples	486148	5	
Admin	Dry Erase Markers - Fine Tip	Staples	700564	4	
Admin	Envelopes - Bubble 8 1/2" x 12"	Staples	SEL16161	2	Packages of 10

Admin	Envelopes - Bubble 10 1/2" x 16"	Staples	SEL16202	2	Packages of 10
Admin	Envelopes - Business	Staples	508620	2	Boxes of 500
Admin	Envelopes - Clasp	Staples	QUA38711	5	Boxes of 100
Admin	Envelopes - Interdepartment	Staples	427795	2	Boxes of 500
Admin	Envelopes - Moistener	Staples	649920	6	
Admin	Expanding Files -Letter	Staples	614661	2	
Admin	Finger Tip Moistener	Staples	SPR01569	5	
Admin	Flags - Arrow - Post Its	Staples	437773	3	
Admin	Flags - Assorted Post Its	Staples	599338	3	
Admin	Flags - "Sign Here" Post its	Staples	84290	6	
Admin	Flashlight	Staples	381229	5	
Admin	Glue Stick - Clear	Staples	649481	1	
Admin	Guillotine Paper Trimmer	Staples	887012	2	
Admin	Hand Sanitizer w/ Pump	Staples	607942	20	
Admin	Hanging Folders - Letter	Staples	726597	8	
Admin	Hanging Folders - Box Bottom - 1"	Staples	508206	8	
Admin	Hanging Folders - Box Bottom - 2"	Staples	SMD64379	8	
Admin	Highlighters -Assorted	Staples	814482	6	
Admin	Highlighters - Yellow	Staples	814486	6	
Admin	Hole Reinforcements	Staples	166322	5	
Admin	Index Cards	Staples	772244	5	
Admin	Index Tabs	Staples	665828	2	
Admin	Keyboard Wrist Support	Staples	747847	10	
Admin	Key Ring Tags - Oval	Staples	767301	1	
Admin	Kleenex - Facial Tissues	Staples	712586	10	
Admin	Labels - 1" x 2 5/8"	Staples	814453	10	
Admin	LabelWriter White Address Labels	Staples	377179	2	Boxes of 100 sheets
Admin	Label Maker - Tape	Staples	79511	2	
Admin	Legal Pad - Wide Ruled	Staples	281303	2	
Admin	Manila Folders - Letter	Staples	744100	4	
Admin	Manila Folders - Letter w/ fastners	Staples	831099	4	
Admin	Mouse Pad	Staples	683907	10	
Admin	Packing Tape	Staples	495492	3	
Admin	Paper Clips - Standard	Staples	741314	4	

Admin	Paper Clips - Jumbo	Staples	ACC72580	3	
Admin	Patient Charts - Adults/Manila	Medical Arts	52385	15	
Admin	Patient Charts - Juv./Lavendar	Medical Arts	55130	15	
Admin	Pencil - Cap Eraser	Staples	167601	4	
Admin	Pencil Sharpener	Staples	NSN2414229	3	
Admin	Pens - Black	Staples	612884	8	
Admin	Permanent Marker - Fine	Staples	563076	3	
Admin	Permanent Marker - Ultra Fine	Staples	710856	3	
Admin	Personnel Files - Blue	GSA Advanta	SMD13730	5	
Admin	Personnel Files - Red	GSA Advanta	SMD13775	5	
Admin	Plastic Dividers w/ Tabs	Staples	AVE23084	10	
Admin	Post It - Pop Ups	Staples	653415	8	
Admin	Post It - Pop Up Dispenser	Staples	MMDS330BK	10	
Admin	Post It - Lined Note Pads	Staples	NSN3464849	2	
Admin	Power Duster - Compressed Gas	Staples	887502	3	
Admin	Presentation Covers - Lined	Staples	457221	4	
Admin	Push Pins	Staples	814605	5	
Admin	Rolodex	Staples	234195	8	
Admin	Rubber Bands	Staples	NSN5783514	5	
Admin	Rubber Finger Pads	Staples	39067	4	
Admin	Ruler	Staples	164632	5	
Admin	Scissors	Staples	NSN2414373	10	
Admin	Shredder - Liners	Staples	918323	4	
Admin	Shredder Lubricant	Staples	496153	10	
Admin	Staples	Staples	BOS50SK	10	
Admin	Staplers	Staples	NSN5153549	10	
Admin	Staple Remover	Staples	NSN1626177	10	
Admin	Steno Notebook	Staples	532820	20	
Admin	Tape - Dispenser	Staples	814439	10	
Admin	Tape - Refill	Staples	610766	10	
Admin	Three-Hole Punch	Staples	814451	10	
Admin	Timecards	Staples	563538	1	
Admin	Timeclock Replacement Ribbon	Staples	475490	2	
Admin	Toner(s)	Staples		10	

Admin	Trash Cans - Office	Staples	857838	10	
Admin	Trash Cans - Break Rm./Kitchenette	Staples	124834	2	
Admin	Trash Liners - 23 gal	Staples	477573	2	
Admin	Trash Liners - 7 gal	Staples	538900	1	
Admin	Two-Hole Punch	Staples	814617	10	
Admin	Wall Clock	Staples	775353	10	
Admin	Wall Hanging File - Verticle	Staples	NSN5827279	10	
Admin	Whiteboard	Staples	NSN5550293	1	
Admin	Whiteboard Cleaner	Staples	120741	2	
Admin	Whiteboard Eraser	Staples	518759	1	
Admin	White Out - Pen	Staples	NSN3861609	10	
Admin	White Out - Tape	Staples	NSN5048940	6	

TYPE OF EQUIPMENT	VENDOR	ITEM #	QTY
MHU Beds	MC	MC9R	2
Mattress	Span America	PL8035-29	2
Head/FootBoards	Gen	MC9RHDFB	2
Welch Allyn Spot VS-BP SP02	GSA Advantage	42NTB-E1G	3
Matress water proof			16
Plastic/Metal Bed Frame			16
Matress water proof			6
Trendule Beds			6

**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.

- 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 obscuration 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 after 8PM; 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) Removal from Duty:

- 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 or 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

Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (FRS)	WITHHOLDING CRITERIA
<p>Safety (15%) Addresses a safe work environment for staff, volunteers, contractors and residents</p>	<p>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</p>	<p>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.</p>
<p>Security (15%) Addresses protection of the community, staff, contractors, volunteers and residents from harm</p>	<p>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.</p>	<p>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.</p>
<p>Order (5%) Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability</p>	<p>FRS Reference: Part 3 - ORDER 3.1 Discipline and Behavior Management.</p>	<p>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.</p>
<p>Care (20%) Addresses contractor responsibility to provide for the basic needs and personal care of residents</p>	<p>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.</p>	<p>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.</p>
<p>Activities (20%) Addresses contractor responsibilities to reduce the negative effects of confinement</p>	<p>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.</p>	<p>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.</p>
<p>Justice (10%) Addresses contractor responsibilities to treat residents fairly and respect their legal rights</p>	<p>FRS References: Part 6 - JUSTICE 6.1 Grievance System; 6.2 Law Libraries and Legal Material; 6.3 Legal Rights Group Presentations.</p>	<p>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.</p>
<p>Administration, Management, and Workforce Integrity (10%) Addresses contractor responsibilities to</p>	<p>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;</p>	<p>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,</p>

Attachment A – Performance Requirements Summary

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.

Attachment B – Contract Discrepancy Report

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 <i>(Describe in Detail: Include reference in SOW / Directive: Attach continuation sheet if necessary.)</i>			
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. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>			
CLOSE OUT			
	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.

**REQUIRED SECURITY LANGUAGE FOR
SENSITIVE /BUT UNCLASSIFIED (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*. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

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

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 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.

115.14 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.

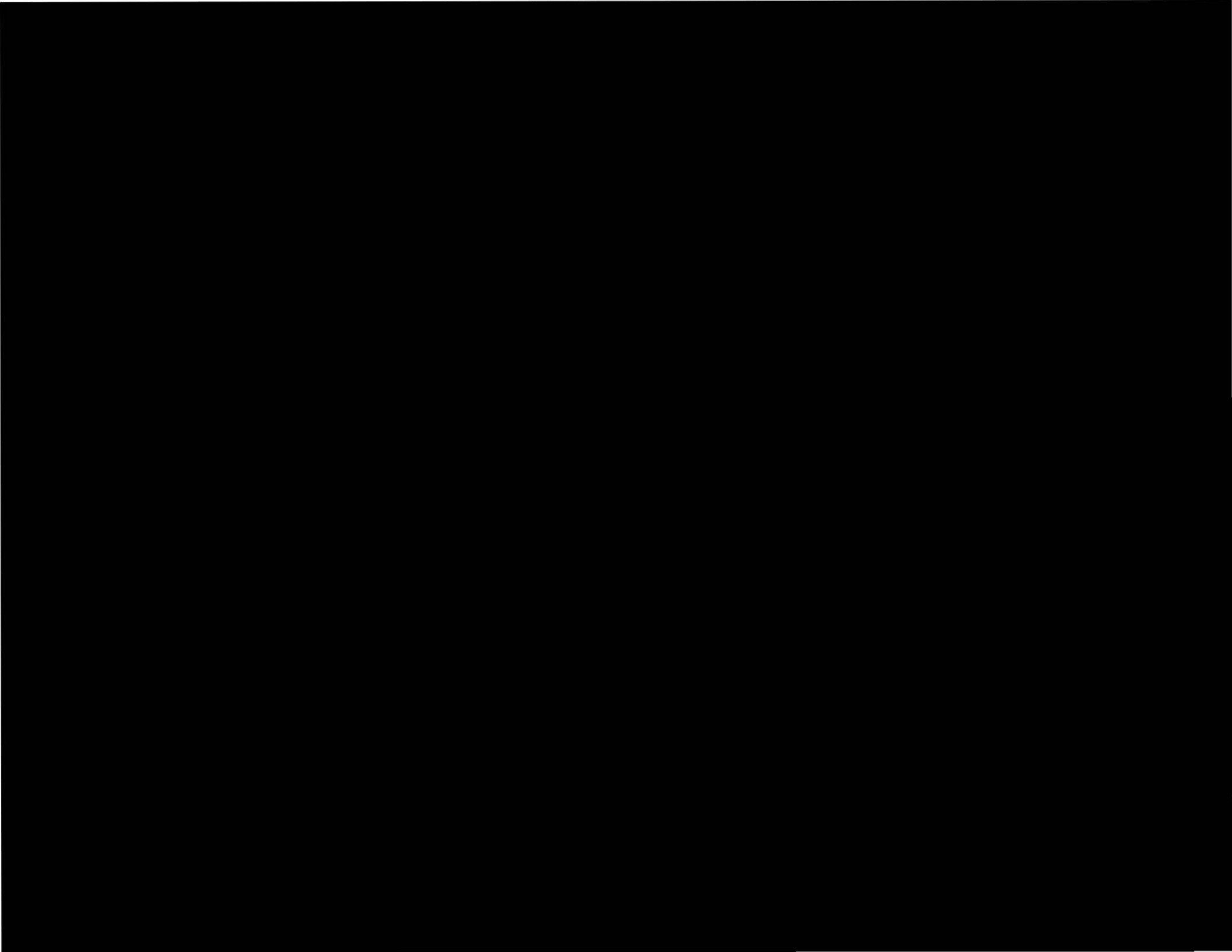
(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(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 Medical 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 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).

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.

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 unsupported, 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.

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

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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.

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(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(1)(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.

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(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

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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.

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(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

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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 provision:

(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]