

DROIGSA-08-0021  
INTERGOVERNMENTAL SERVICE AGREEMENT  
BETWEEN THE  
UNITED STATES DEPARTMENT OF HOMELAND SECURITY  
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT  
AND  
Town of Farmville

This Intergovernmental Service Agreement ("Agreement") is entered into between United States Department of Homeland Security Immigration and Customs Enforcement ("ICE"), and the Town of Farmville ("Service Provider") for the detention and care of aliens ("detainees"). The term "Parties" is used in this Agreement to refer jointly to ICE and the Service Provider.

**FACILITY LOCATION:**

The Service Provider shall provide detention services for detainees at the following institution(s):

**Town of Farmville**  
116 North Main Street  
Farmville, Virginia 23901

The following constitute the complete agreement:

- INTERGOVERNMENTAL SERVICE AGREEMENT (IGSA)
- PROPOSAL, DATED \_\_\_\_\_ (Incorporated by reference)
- ATTACHMENT 1--STATEMENT OF WORK
- ATTACHMENT 2--QUALITY CONTROL PLAN
- ATTACHMENT 3--QUALITY ASSURANCE SURVEILLANCE PLAN (w/ PRS, CDR and PMT)
- ATTACHMENT 4--STAFFING PLAN
- ATTACHMENT 5--LABOR STANDARDS
- ATTACHMENT 6--WAGE DETERMINATION Number \_\_\_\_\_ Dated \_\_\_\_\_

**IN WITNESS WHEREOF**, the undersigned, duly authorized officers, have subscribed their names on behalf of the Town of Farmville and Department of Homeland Security, U.S. Immigration and Customs Enforcement.

**ACCEPTED:**

U.S. Immigration and Customs Enforcement

(b)(6), (b)(7)(c)

Contracting Officer

(b)(6), (b)(7)(c)

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ACCEPTED:**

(b)(6), (b)(7)(c)

Town of Farmville

(b)(6), (b)(7)(c)

Town Manager

(b)(6), (b)(7)(c)

Print Name: \_\_\_\_\_

Date: 9/9/08

## Article I. Purpose

- A. **Purpose:** The purpose of this Intergovernmental Service Agreement (IGSA) is to establish an Agreement between ICE and the Service Provider for the detention and care of persons detained under the authority of Immigration and Nationality Act, as amended. All persons in the custody of the ICE are "Administrative Detainees". This term recognizes that ICE detainees are not charged with criminal violations and are only held in custody to assure their presence throughout the administrative hearing process and to assure their presence for removal from the United States pursuant to a lawful final order by the Immigration Court, the Board of Immigration Appeals or other Federal judicial body.
- B. **Responsibilities:** This Agreement sets forth the responsibilities of ICE and the Service Provider. The Agreement states the services the Service Provider shall perform satisfactorily to receive payment from ICE at the rate prescribed in Article I, C.
- C. **Guidance:** This is a fixed rate agreement, not a cost reimbursable agreement, with respect to the detainee day rate. The detainee daily rate is \$TBD. ICE shall be responsible for reviewing and approving the costs associated with this Agreement and subsequent modifications utilizing all applicable federal procurement laws, regulations and standards in arriving at the detainee day rate.

## Article II. General

- A. **Funding:** The obligation of ICE to make payments to the Service Provider is contingent upon the availability of Federal funds. ICE will neither present detainees to the Service Provider nor direct performance of any other services until ICE has the appropriate funding. Orders will be placed under this Agreement when specific requirements have been identified and funding obtained. Performance under this Agreement is not authorized until the Contracting Officer issues an order, in writing. The effective date of the Agreement will be negotiated and specified in an order to this Agreement by the Contracting Officer. This Agreement is neither binding nor effective unless signed by the Contracting Officer. Payments at the approved rate will be paid upon the return of the signed Agreement by the authorized Local Government official to ICE.
- B. **Subcontractors:** The Service Provider shall notify and obtain approval from the Contracting Officer if it intends to house detainees in a facility other than the Facility named in this Agreement. If either that facility or any future facility is operated by an entity other than the Service Provider, ICE shall treat the entity as a subcontractor to the Service Provider. The Service Provider shall obtain the Contracting Officer's approval before subcontracting the detention and care of detainees to another entity. The Contracting Officer has the right to deny, withhold, or withdraw approval of the proposed subcontractor. Upon approval by the Contracting Officer, the Service Provider shall ensure that any subcontract includes all provisions of this Agreement, and shall provide ICE with copies of all subcontracts. All payments will be made to the Service Provider. ICE will not accept invoices from, or make payments to a subcontractor.
- C. **Consistent with Law:** This is a firm fixed rate agreement, not cost reimbursable agreement. This Agreement is permitted under applicable statutes, regulation, policies or

judicial mandates. Any provision of this Agreement contrary to applicable statutes, regulation, policies or judicial mandates is null and void and shall not necessarily affect the balance of the Agreement.

- D. **Use of Service Provider's Policies and Procedures:** The Contracting Officer shall approve Service Provider's policies and procedures for use under this Agreement. Upon approval, the Service Provider can use its policies and procedures in conjunction with the detention standards mandated under this Agreement.
- E. **Notification and Public Disclosure:** No public disclosures (i.e. press releases, press conferences) regarding this IGSA shall be made by the Service Provider or any of its contractors or subcontractors without the review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer.

### **Article III. Covered Services**

Below are the general requirements under this Agreement. Specific requirements for the services under this Agreement are stated in the attached Statement of Work. See Attachment 1.

- A. **Bedspace:** The Service Provider shall provide male/female beds on a space available basis. The Service Provider shall house all detainees as determined within the Service Provider's classification system.
- B. **Basic Needs:** The Service Provider shall provide detainees with safekeeping, housing, subsistence, medical and other services in accordance with this Agreement. In providing these services, the Service Provider shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies and procedures. If the Service Provider determines that ICE has delivered a person for custody who is under the age of eighteen (18), the Service Provider shall not house that person with adult detainees and shall immediately notify the Contracting Officer's Technical Representative (COTR).
- C. **Interpretive Services:** The Service Provider shall make special provisions for non-English speaking, handicapped or illiterate detainees. ICE will reimburse the Service Provider for the actual costs associated with providing commercial written or telephone language interpretive services. Upon request, ICE will assist the Service Provider in obtaining translation services. The Service Provider shall provide all instructions verbally either in English or the detainees' language, as appropriate, to detainees who cannot read. The Service Provider shall include the actual costs that the Service Provider paid for such services on its monthly invoice. Except in emergency situations, the Service Provider shall not use detainees for translation services. If the Service Provider uses a detainee for translation service, it shall notify ICE within 24 hours of the translation service.
- D. **Escort and Transportation Services:** The Service Provider will provide, upon request and as scheduled by the Contracting Officer's Technical Representative (COTR) or Contracting Officer (CO), necessary escort and transportation services for detainees to and from designated locations. Escort services will be required for escorting detainees to court hearings; escorting witnesses to the courtroom and any escort services as requested by an ICE judge during proceedings. Escort and transportation services shall also include

providing all such air and/or ground transportation services as may be required to transport detainees securely and in a timely manner. Transportation and/or escort services may be required to transport detainees from the Facility to and from a medical facility for outpatient care. During all transportation activities, at least one (1) transportation officer shall be of the same sex as the detainees being transported. The Service Provider shall use a communications system that has direct and immediate contact with all transportation vehicles. Transportation and escort services shall be provided in the most economical and efficient manner. The Service Provider personnel provided for these services shall be of the same qualifications, receive training, complete the same security clearances, and wear the same uniforms as those personnel provided for in other areas of this Agreement. The Statement of Work shall provide specific escort and transportation services unique for this Agreement.

E. **Guard Services:** The Service Provider agrees to provide stationary guard services on demand by the COTR or Contracting Officer and shall include, but are not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other location requested by the COTR. Qualified personnel employed by the Service Provider will perform such services. The Service Provider agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the COTR or Contracting Officer. The Service Provider shall be authorized to provide at least <sup>(b)(7)(e)</sup> officers for each remote post, as directed by the COTR or Contracting Officer.

F. **Medical Services:** The Statement of Work shall provide specific medical service requirements unique to this Agreement. Regardless of the unique requirements for this contract, the Service Provider shall provide the following services regarding medical care of detainees:

- 1) The Service Provider shall provide for medical screening of every detainee upon arrival at the Facility performed by health care personnel or health trained personnel.
- 2) Medical coverage at the Facility shall be no less than twenty-four (24) hours per day, seven (7) days per week.
- 3) The Service Provider shall provide the detainees written instructions for gaining access to health care services. Procedures shall be explained to all detainees in the detainees' native language, and orally to detainees' who are unable to read. The detainee shall similarly be provided instructions and assistance in personal hygiene, dental hygiene, grooming and health care. It shall be made routinely available.
- 4) The Service Provider shall provide to all detainees a written policy and defined procedure to require that detainee's written health complaints are solicited and delivered to the medical facility for appropriate follow-up. Written policy and defined procedure shall require that health care complaints are responded to and that sick call, conducted by health care personnel or health trained personnel is available to detainees daily. If a detainee's custody status precludes attendance at sick call, arrangements shall be made to provide sick call services in the place of the detainee's detention. A minimum of one sick call shall be conducted daily.

USPHS reserves the right to conduct triage and sick call in the place of the detainee's detention.

- 5) The Service Provider shall provide and maintain basic first aid kits throughout the Facility. First aid kits shall be available at all times to allow quick access.
- 6) The Service Provider shall provide security with a minimum of a staff of one at all times. When detainees are housed in the infirmary, a security guard shall be posted to the unit 24 hours a day, seven days a week. The Service Provider shall coordinate and escort detainees to the medical clinic for sick call, appointments and pill line.
- 7) When communicable or debilitating physical problems are suspected, the detainee shall be separated from the detainee population, and immediately notify USPHS staff. Behavioral problems (detainee who is not diagnosed as psychotic) and suicide observation will be the responsibility of the Service Provider.

#### **Article IV. Receiving and Discharging Detainees**

- A. **Required Activity:** The Service Provider shall receive and discharge detainees only to and from properly identified ICE personnel or other properly identified Federal law enforcement officials with prior authorization from DHS/ICE. Presentation of U.S. Government identification shall constitute "proper identification." The Service Provider shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week. ICE shall furnish the Service Provider with reasonable notice of receiving and discharging detainees. The Service Provider shall ensure positive identification and recording of detainees and ICE officers. The Service Provider shall not permit medical or emergency discharges except through coordination with on-duty ICE officers.
- B. **Restricted Release of Detainees:** The Service Provider shall not release detainees from its physical custody to any persons other than those described in Paragraph A of Article IV for any reason, except for either medical, other emergency situations, or in response to a federal writ of habeas corpus. If a detainee is sought for federal, state, or local proceedings, only ICE may authorize release of the detainee for such purposes. The Service Provider shall contact the COTR immediately regarding any such requests.
- C. **Service Provider Right of Refusal:** The Service Provider retains the right to refuse acceptance or request removal of any detainee exhibiting violent or disruptive behavior, or of any detainee found to have a medical condition that requires medical care beyond the scope of the Service Provider's health care provider. In the case of a detainee already in custody, the Service Provider shall notify ICE and request removal of the detainee from the Facility. The Service Provider shall allow ICE reasonable time to make alternative arrangements for the detainee.
- D. **Emergency Evacuation:** In the event of an emergency requiring evacuation of the Facility, the Service Provider shall evacuate detainees in the same manner, and with the same safeguards, as it employs for persons detained under the Service Provider's authority. The Service Provider shall notify the Contracting Officer and COTR within two (2) hours of evacuation.

## **Article V. ICE National Detention Standards**

- A. The Service Provider is required to house detainee and perform related detention services in accordance with the most current edition of the ICE National Detention Standards found within the ICE Detention Operations Manual. This manual can be found at <http://www.ice.gov/partners/dro/opsmanual/index>. ICE Inspectors will conduct periodic inspections of the facility to assure compliance with the ICE National Detention Standards.
- B. The Service Provider shall certify to the Contracting Officer and COTR that its personnel have completed all training as required by the ICE Detention Operations Manual, the Service Provider's own manual (if it is approved for use by the Contracting Officer), and any additional training as required in any manuals or detention standards referenced in this Agreement.

## **Article VI. No Employment of Unauthorized Aliens**

Subject to existing laws, regulations, Executive Orders, and addenda to this Agreement, the Service Provider shall not employ aliens unauthorized to work in the United States. Except for maintaining personal living areas, detainees shall not be required to perform manual labor.

## **Article VII. Period of Performance**

This Agreement shall become 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 sixty (60) months, unless terminated in writing, by either party. Either party must provide written notice of intentions to terminate the agreement, 60 days in advance of the effective date of formal termination, or the Parties may agree to a shorter period under the procedures prescribed in Article X.

## **Article VIII. Inspections**

The Facility and Provider's services shall be inspected in accordance with the following procedures:

- A. Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Provider shall provide and maintain an inspection system acceptable to the Government covering the services under this agreement. Complete records of all inspection work performed by the Provider shall be maintained and made available to the Government during contract performance and for as long afterwards as the agreement requires.
- C. The Government has the right to inspect and test all services called for by the agreement, to the extent practicable at all times and places during the term of the agreement. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

- D. If the Government performs inspections or tests on the premises of the Provider or a subcontractor, the Provider shall furnish, and shall require subcontractors to furnish, at no increase in agreement price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- E. If any of the services do not conform to agreement requirements, the Government may require the Provider to perform the services again in conformity with agreement requirements, at no increase in agreement amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Provider to take necessary action to ensure that future performance conforms to agreement requirements and (2) reduce the agreement price to reflect the reduced value of the services performed.
- F. If the Provider fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with agreement requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Provider any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the agreement for default.

#### **Article IX. Inspection Reports**

- A. **Inspection Report:** The Inspection Report stipulates minimum requirements for fire/safety code compliance, supervision, segregation, sleeping utensils, meals, medical care, confidential communication, telephone access, legal counsel, legal library, visitation, and recreation. The Service Provider shall allow ICE to conduct inspections of the facility, as required, to ensure an acceptable level of services and acceptable conditions of confinement as determined by ICE. No notice to the Service Provider is required prior to an inspection. ICE will conduct such inspections in accordance with the Inspection Report. ICE will share findings of the inspection with the Service Provider's facility administrator. The Inspection Report will state any improvements to facility operation, conditions of confinement, and level of service that will be required by the Service Provider.
- B. **Possible Termination:** If the Service Provider fails to remedy deficient service ICE identifies through inspection, ICE may terminate this Agreement without regard to the provisions of Articles VII and X.
- C. **Share Findings:** The Service Provider shall provide ICE copies of facility inspections, reviews, examinations, and surveys performed by accreditation sources.
- D. **Access to Detainee Records:** The Service Provider shall, upon request, grant ICE access to any record in its possession, regardless of whether the Service Provider created the record, concerning any detainee held pursuant to this Agreement. This right of access shall include, but is not limited to, incident reports, records relating to suicide attempts, and behavioral assessments and other records relating to the detainee's behavior while in the Service Provider's custody. Furthermore, the Service Provider shall retain all records where this right of access applies for a period of two (2) years from the date of the detainee's discharge from the Service Provider's custody.

## **Article X. 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 and the authorized signatory of the Service Provider have approved the modification in writing.
- B. **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 shall 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.

## **Article XI. DETAINEE DAY RATE and ADJUSTMENT to the DAY RATE**

- A. **Detainee Day Rate:** In consideration for the Service Provider's performance under this Agreement, ICE shall make payment to the Service Provider for each detainee accepted and housed by the Service Provider. This "detainee day rate" is a per diem rate for the support of one Detainee per day and shall include the day of arrival but not the day of departure.
- B. The detainee day rate is TBD.
- C. The Service Provider, by execution of this Agreement, certifies that the pricing established under this agreement is in compliance with OMB Circular A-87 and includes only allowable costs of performance under this agreement.
- D. **Basis for Price Adjustment:** A firm fixed price with economic adjustment provides for upward and downward revision of the stated Per Diem based upon cost indexes of labor and operating expenses, or based upon the Service Provider's actual cost experience in providing the service.
- E. ICE shall reimburse the Service Provider at the fixed detainee day rate shown on the cover page of the document, Article I. (C). The Parties may adjust the rate twelve (12) months after the effective date of the agreement and no sooner than every twelve (12) months. The Parties shall base the cost portion of the rate adjustment on the principles of allowability and allocability as set forth in OMB Circular A-87, federal procurement laws, regulations, and standards in arriving at the detainee day rate. The request for adjustment shall be submitted on an ICE Jail Services Cost Statement. If ICE does not receive an official request for a detainee day rate adjustment that is supported by an ICE Jail Services Cost Statement, the detainee day rate as stated in this Agreement will control.



- F. ICE reserves the right to audit the actual and/or prospective costs upon which the rate adjustment is based. All rate adjustments are prospective. As this is a fixed rate agreement, there are no retroactive adjustment(s).
- G. Guard and transportation services shall be denoted as separate items on submitted invoices. ICE agrees to reimburse the Service Provider for actual stationary guard services provided at a negotiated rate of \$24.28. Transportation mileage reimbursable rates will be commensurate with current applicable federal travel allowance rates. Any additional operational costs will be reimbursed at the negotiated rate identified in the task order (HSCEDM-08-F-IG064). The additional items shall also be billed as separate line items until modified in the task order.

## Article XII. Enrollment, Invoicing, and Payment

- A. Enrollment in Electronic Funds Transfer: The Service Provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). Since January 1, 1999, ICE makes all payments only by EFT. The Service Provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form. The Service Provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this Agreement. If the EFT data changes, the Service Provider shall be responsible for providing updated information to the ICE payment office.
- B. Invoicing: The Service Provider shall submit an original itemized invoice containing the following information: the name and address of the facility; the name of each ICE detainee; detainee's A-number; specific dates of detention for each detainee; the total number of detainee days; the daily rate; the total detainee days multiplied by the daily rate; an itemized listing of all other charges; and the name, title, address, and phone number of the local official responsible for invoice preparation. For stationary guard services, the itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the detainee(s) that was guarded. The Service Provider shall submit monthly invoices within the first ten (10) working days of the month following the calendar month when it provided the services, to:

Department of Homeland Security  
ATTN: Immigration and Customs Enforcement  
Contracting Officer's Technical Representative (COTR)  
2675 Property Avenue  
Fairfax, Va. 22031  
Phone: 703-285- (b)(6), (b)(7)(c)  
Fax: 703-285-6236

- C. Payment: ICE will transfer funds electronically through either an Automated Clearing House subject to the banking laws of the United States, or the Federal Reserve Wire Transfer System. The Prompt Payment Act applies to this Agreement. The Prompt Payment Act requires ICE to make payments under this Agreement the thirtieth (30<sup>th</sup>) calendar day after the ICE Deportation office receives a complete invoice. Either the date

on the Government's check, or the date it executes an electronic transfer of funds, shall constitute the payment date. The Prompt Payment Act requires ICE to pay interest on overdue payments to the Service Provider. ICE will determine any interest due in accordance with the Prompt Payment Act.

#### **Article XIII. Government Furnished Property**

- A. **Federal Property Furnished to the Service Provider:** ICE may furnish Federal Government property and equipment to the Service Provider. Accountable property remains titled to ICE and shall be returned to the custody of ICE upon termination of the Agreement. The suspension of use of bed space made available to ICE is agreed to be grounds for the recall and return of any or all government furnished property.
- B. **Service Provider Responsibility:** The Service Provider shall not remove ICE property from the facility without the prior written approval of ICE. The Service Provider shall report any loss or destruction of any Federal Government property immediately to ICE.

#### **Article XIV. Hold Harmless and Indemnification Provisions**

- A. **Service Provider Held Harmless:** ICE shall, subject to the availability of funds, save and hold the Service Provider harmless and indemnify the Service Provider against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or is incident to performance of work under the terms of this Agreement, and which results from negligent acts or omissions of ICE officers or employees, to the extent that ICE would be liable for such negligent acts or omissions under the Federal Tort Claims Act, 28 USC 2691 *et seq.*
- B. **Federal Government Held Harmless:** The Service Provider shall save and hold harmless and indemnify federal government agencies to the extent allowed by law against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to or arising out of the occupancy, use, service, operation or performance of work under the tenets of this Agreement, resulting from the negligent acts or omissions of the Service Provider, or any employee, or agent of the Service Provider. In so agreeing, the Service Provider does not waive any defenses, immunities or limits of liability available to it under state or federal law. The Service Provider agrees to hold harmless and indemnify DHS/ICE and its officials in their official and individual capacities from any liability, including third-party liability or worker's compensation, arising from the conduct of the Service Provider and its employees during the course of transporting detainees on behalf of ICE.
- C. **Defense of Suit:** In the event a detainee files suit against the Service Provider contesting the legality of the detainee's incarceration and/or immigration/citizenship status, ICE shall request that the U.S. Attorney's Office, as appropriate, move either to have the Service Provider dismissed from such suit, to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE shall request that the U.S. Attorney's Office be responsible for the defense of any suit on these grounds.

- D. **ICE Recovery Right:** The Service Provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request of the Contracting Officer, the Service Provider shall, at ICE's expense, furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

#### **Article XV. IGSA/Financial Records**

- A. **Retention of Records:** All IGSA and financial records including, but not limited to, supporting documents, statistical records, and other records, pertinent contracts, or subordinate agreements under this Agreement shall be retained by the Service Provider for three (3) years after the expiration of the Agreement for purposes of federal examinations and audit. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3) year period, whichever is later.
- B. **Access to Records:** ICE and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers or other records of the Service Provider or its sub-contractors, which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period, but shall last as long as the records are retained.
- C. **Delinquent Debt Collection:** ICE will hold the Service Provider accountable for any overpayment, or any breach of this Agreement that results in a debt owed to the Federal Government. ICE shall apply interest, penalties, and administrative costs to a delinquent debt owed to the Federal Government by the Service Provider pursuant to the Debt Collection Improvement Act of 1982, as amended.

#### **Article XVI. Detainee Telephone Services (DTS)**

- A. The **PROVIDER** shall provide detainees with reasonable and equitable access to telephones as specified in ICE National Detention Standards on Telephone Access. Telephones shall be located in an area that provides for a reasonable degree of privacy and a minimal amount of environmental noise during phone calls.
- B. If authorized to do so under applicable law, the **PROVIDER** shall monitor and record detainee conversations. If detainee telephone conversations can be monitored under applicable law, the **PROVIDER** shall provide notice to detainees of the potential for monitoring. However, the **PROVIDER** shall also provide procedures at the facility for detainees to be able to place unmonitored telephone calls to their attorneys.
- C. Telephone rates shall not exceed the dominant carrier tariff rate and shall conform to all applicable federal, state, and local telephone regulations.

- D. The ICE designated DTS Contractor will be the exclusive provider of detainee telephones for this facility. 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 prepaid debit cards to the 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 PROVIDER will not be entitled to any commissions, fees, or revenues generated by the use of the DTS or the detainee telephones.
- E. The PROVIDER shall inspect telephones for serviceability, in accordance with ICE policies and procedures. The PROVIDER will notify the COTR or ICE designees of any inoperable telephones.

**Article XVII. Maintain Institutional Emergency Readiness**

- A. The Service Provider shall submit an institutional emergency plan that will be operational prior to start of the Agreement. The plan shall receive the concurrence of the Contracting Officer prior to implementation and shall not be modified without the further written concurrence of the Contracting Officer.
- B. The Service Provider shall have written agreements with appropriate state and local authorities that will allow the Service Provider to make requests for assistance in the event of any emergency incident that would adversely affect the community.
- C. Likewise, the Service Provider shall have in place, an internal corporate nation-wide staff contingency plan consisting of employees who possess the same expertise and skills required of staff working directly on this agreement. At the discretion of ICE, these employees would be required to respond to an institutional emergency at the Facility, when necessary.
- D. The emergency plans shall include provisions for two or more disturbance control teams. Protective clothing and equipment for each team member and 30 percent of all additional facility staff members shall be provided by the Service Provider, and maintained in a secure location outside the secure perimeter of the facility.
- E. Any decision by ICE or other federal agencies to provide and/or direct emergency assistance will be at the discretion of the Government. The Service Provider shall reimburse the Government for any and all expenses incurred in providing such assistance.
- F. The Contracting Officer and COTR shall be notified immediately in the event of all serious incidents. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/inmates resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the facility; escape; weapons discharge; suicide attempts; deaths; declared

or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; central inmate monitoring cases admitted to a community hospital; witness security cases taken outside the facility; significant environmental problems that impact the facility operations; transportation accidents (i.e. airlift, bus) resulting in injuries, death or property damage; and sexual assaults.

- G. Attempts to apprehend the escapee(s) shall be in accordance with the Emergency Plan, which should comply with ICE Detention Operations Manual regarding Emergency Plans.
- H. The Service Provider shall submit to the COTR a proposed inventory of intervention equipment (weapons, munitions, chemical agents, electronics/stun technology, etc.) intended for use during performance of this Agreement. Prior to the start of this Agreement, the Contracting Officer shall approve the intervention equipment. The approved intervention equipment inventory shall not be modified without prior written concurrence of the Contracting Officer.
- I. The Service Provider shall obtain the appropriate authority from state or local law enforcement agencies to use force as necessary to maintain the security of the institution. The use of force by the Provider shall at all times be consistent with all applicable policies of ICE Detention Operations Manual regarding Use of Force.

## **XVIII. Security Requirements**

### **A. GENERAL**

The Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE), Office of Professional Responsibility, Personnel Security Unit (DHS-ICE-OPR-PSU, hereinafter OPR-PSU) has determined that performance of the tasks as described in IGSA (Contract) \_\_\_\_\_ requires that the Service Provider (Contractor, subcontractor(s), vendor(s), etc. (herein known as Service Provider) have access to ICE detainees, and that the Service Provider will adhere to the following and shall expressly incorporate this provision into any and all Subcontracts or subordinate agreements issued in support of this Agreement .

### **B. SUITABILITY DETERMINATION**

ICE-OPR-PSU shall have and exercise full control over granting, denying, withholding or terminating unescorted government facility and/or access to ICE detainees, as well as, when applicable, sensitive Government information access for Service Provider employees, based upon the results of a background investigation.

ICE-OPR-PSU may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the Service Provider employees to commence work temporarily prior to the completion

of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof.

The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by ICE-OPR-PSU, at any time during the term of the IGSA. No employee of the Service Provider shall be allowed to EOD and/or access facilities or ICE detainees without a favorable EOD decision or suitability determination by OPR-PSU. No employee of the Service Provider shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by OPR-PSU. Service Provider employees assigned to the IGSA not needing access to ICE detainees or recurring access to DHS-ICE facilities will not be subject to security suitability screening.

Suitability criteria as detailed in ICE Policy Directives that will exclude applicants from consideration to perform under this agreement include, but not limited to:

- Felony convictions, or a conviction for any crime that involves violence
- Conviction of a sex crime
- Offense/s involving a child victim
- Pattern of arrests, without convictions, that brings into question a person's judgment and reliability to promote the efficiency and integrity of the ICE mission.
- Intentional falsification and/or omission of pertinent personal information
- Drug and/or Alcohol Abuse
- Personal conduct to include failure to pay just debts

The process for suitability determination includes, but is not limited to, criminal, employment, citizenship, residential and financial records checks and reviews.

### C. BACKGROUND INVESTIGATIONS

IGSA Service Provider employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to ICE detainees, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed, managed and conducted under direction of OPR-PSU.

In those cases where prospective IGSA Service Provider employees already have a security clearance issued by the Defense Industrial Security Clearance Office (DISCO), that was granted using an appropriate background investigation, reciprocity may apply in that those prospective employees may not be required to submit complete security packages, as the clearance issued by DISCO may be accepted.

Prospective Service Provider employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 45 days before the starting date of the IGSA (contract), or 45 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

Standard Form 85P, "Questionnaire for Public Trust Positions"  
Form will be submitted via e-QIP (electronic Questionnaires for  
Investigation Processing)  
FD Form 258, "Fingerprint Card" (2 copies)  
Foreign National Relatives or Associates Statement  
DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant  
to the Fair Credit Reporting Act"  
Drug Questionnaire  
Alcohol Questionnaire

Details regarding the required forms will be provided by ICE-OPR. Only complete packages will be accepted by OPR-PSU. Specific instructions on submission of packages will be provided by OPR-PSU.

**PLEASE NOTE:** Unless an applicant has resided in the US for three of the past five years, with few exceptions such as military or other federal service overseas, the Government may not be able to complete a satisfactory background investigation. In such cases, OPR-PSU retains the right to deem an applicant as ineligible due to insufficient background information.

#### D. SUITABILITY – RETROACTIVE EFFECT

Employees of the Service Provider(s) who have not been previously investigated as described under the Background Investigations section, above, must be scheduled not later than six months after implementation of this IGSA. Employees of the Service Provider(s) may continue to work while the investigation is in progress.

#### E. CONTINUED ELIGIBILITY

If a prospective Service Provider employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Service Provider that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/ or when the contractor independently identifies, circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 10 years.

ICE-OPR reserves the right and prerogative to deny and/ or restrict the facility and information access of any Service Provider employee whose actions are in conflict with the standards of conduct as detailed in 5 CFR 2635 and 5 CFR 3801, or whom ICE-OPR-PSU determines to present a risk of compromising ICE standards and conduct, including sensitive Government information, to which he or she would have access under this contract.

The Service Provider will report any adverse information coming to their attention concerning contract employees under the IGSA to OPR-PSU through the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The

report shall include the employees' name and social security number, along with the adverse information being reported.

OPR-PSU must be notified of all terminations/ resignations within five days of occurrence.

If applicable, the Service Provider will return any expired ICE-DRO owned employee identification cards and/or building passes, or those of employees terminated and/or removed from the IGSA to the COTR within five (5) workdays. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.

#### **F. EMPLOYMENT ELIGIBILITY**

The Service Provider must agree that each employee working on this IGSA will have a Social Security Card issued and approved by the Social Security Administration.

The Service Provider shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

ICE-DRO has determined that employment on this IGSA (Contract) shall be limited to U.S. Citizens, Lawful Permanent Residents and Conditional Permanent Residents.

Subject to existing law, regulations and/ or other provisions of this IGSA, illegal or undocumented aliens will not be employed by the Service Provider, or with this IGSA. Service Provider will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this IGSA.

#### **G. SECURITY MANAGEMENT**

The Service Provider shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COTR on all personnel security matters and if applicable, information security matters.

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

Contracting Officer and the Service Provider shall be provided to OPR-PSU.

#### **H. INFORMATION TECHNOLOGY SECURITY**

Should the scope of the work change to require IGSA Service Provider personnel to access DHS-ICE IT systems, DHS IT Management Directives preclude routine access to any DHS



ICE IT systems, to include those utilized by ICE-DRO, by Non-U.S. citizens, including Lawful Permanent Residents (LPRs).

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

#### **I. INFORMATION TECHNOLOGY SECURITY CLEARANCE**

When sensitive government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in *DHS IT Security Program Publication DHS MD 4300.Pub. or its replacement*. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

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

#### **XIX. Accreditation**

The Service Provider will have eighteen (18) months from commencement of this Agreement to become ACA accredited. The Service Provider shall, within nine (9) months from the date this facility becomes operational, formally apply for accreditation to the American Correctional Association. The Service Provider shall provide the Contracting Officer with written proof of such application to ICE within five (5) days of the application. The Service Provider shall provide the Contracting Officer with written proof of its accreditation within five (5) days of notification of its accreditation.

#### **XX. Quality Control**

- A. The Service Provider shall establish and maintain a complete Quality Control Program (QCP) acceptable to the Contracting Officer ("CO"), in consultation with the Contracting Officer's Technical Representative ("COTR") to assure the requirements of this Agreement are provided as specified in the Performance Requirement Summary (PRS)—Attachment 3.

The QCP shall:

1. Be implemented prior to the start of performance.
2. Provide quality control services that cover the scope of the IGSA and implement proactive actions to prevent non-performance issues.

- B. A complete QCP addressing all areas of agreement performance shall be submitted to the COTR no later than 30 days after the Agreement effective date. All proposed changes to the QCP must be approved by the Contracting Officer. The Service Provider shall submit a resume of the proposed individual(s) responsible for the QCP to the CO for approval. The Service Provider shall not change the individual(s) responsible for the QCP without prior approval of the Contracting Officer.
- C. The QCP shall include, at a minimum:
1. Specific areas to be inspected on either a scheduled or unscheduled basis and the method of inspection.
  2. Procedures for written and verbal communication with the Government regarding the performance of the Agreement.
  3. Specific surveillance techniques for each service identified in the Agreement and each functional area identified in the PRS.
  4. The QCP shall contain procedures for investigation of complaints by the Service Provider and Government staff and feedback to the Government on the actions taken to resolve such complaints.
- D. A file of all inspections, inspection results, and any corrective action required, shall be maintained by the Service Provider during the term of this Agreement. The Service Provider shall provide copies of all inspections, inspection results, and any corrective action taken to the COTR and Contracting Officer.
- E. Failure by the Service Provider to maintain adequate quality control can result in monetary deductions based upon the schedule of deductions incorporated herein.

#### **XXI. Contracting Officer's Technical Representative**

The Contracting Officer's Technical Representative (COTR) shall be designated by the Contracting Officer. When and if the COTR 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.

#### **XXII. 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 here by incorporated into this Agreement at Attachment 5. These standards and provisions are included in every contract over \$2,500, or in an indefinite amount, that is entered into by the United States, 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 at Attachment 6.

\*\*\*\*\*  
END OF DOCUMENT  
\*\*\*\*\*

DEPARTMENT OF HOMELAND SECURITY (DHS)  
IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)  
OFFICE OF DETENTION AND REMOVAL (DRO)

REQUEST FOR PROPOSAL--ICE Detainee Services

STATEMENT OF WORK

Date: 4/02/2008

FACILITY LOCATION

**Town of Farmville**  
116 North Main Street  
Farmville, Virginia 23901

**I. Performance:**

The **PROVIDER** is required, in units housing U.S. Immigration and Customs Enforcement (ICE) detainees, to perform in accordance with the most current editions of the ICE National Detention Standards, American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, latest edition, National Commission on Correctional Health Care (NCCHC). Some ACA standards are augmented by ICE policy and/or procedure. In cases where other standards conflict with ICE Policy or Standards, ICE Policy and Standards prevail. ICE Inspectors will conduct periodic inspections of the facility to assure compliance of the aforementioned standards.

**II. Anticipated Start Of Performance: TBD**

**III. Exclusivity:**

The **CONTRACTOR** or **PROVIDER** agrees that the facility is to be for the exclusive use of ICE and its detainee population. No other agency will be allowed to use the facility to house its detainees, prisoners, or inmates without prior approval of the Contracting Officer with input from the Contracting Officer's Technical Representative. If given approval, a separate bed day rate shall be negotiated with the other agency and ICE shall not be responsible for payment related to beds used by another agency. The other agency will be separately invoiced for the beds it uses. The duration of the use of beds will be determined on a case by case basis.

**IV. Armed Transportation Service:**

A. Transportation service shall include the following:

1. The **PROVIDER** shall provide all such ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the COTR or designated ICE Official. When **PROVIDER** employees are not providing transportation services, the

**PROVIDER** shall assign the employees to supplement security duties within the Facility to assist ICE as directed by the COTR or designated ICE official. However, the primary function of these Service Provider employees is transportation. Duties as directed by the COTR utilizing these employees shall not incur any additional expense to ICE.

2. The **PROVIDER** shall assign, at a minimum, two person teams of transportation officers on a daily basis distributed throughout a twenty-four (24) hour period seven (7) days a week including weekends and holidays. The COTR shall approve the number of teams assigned to any shift or period of time in order to meet the needs of ICE transportation requirements.
3. The **PROVIDER** shall furnish suitable vehicles in good condition, approved by the Government, to safely provide the required transportation services per facility as listed below. The **PROVIDER** shall comply with all federal and state laws with regard to inspections, licensing, and registration for all vehicles used for transportation.
4. Nothing in this agreement shall restrict the **PROVIDER** from acquiring additional vehicles as deemed necessary by the **PROVIDER** at no cost to the Government. The **PROVIDER** shall not allow employees to use their privately owned vehicles to transport detainees. The **PROVIDER** shall furnish vehicles equipped with interior security features (such as, but not limited to: door lock controls, window locks, a wire cage with acrylic panel between the driver seat and the rear passenger seats) and be in accordance with ICE National Detention Standards including physical separation of detainees from guards. The **PROVIDER** shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation.
5. In the event of transportation services involving distances that exceed a standard eight (8) hour workday to complete, the **PROVIDER** shall be reimbursed for related costs of lodging and meals commiserate with the U.S. General Services Administration rates for such within the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed at the applicable Department of Labor overtime rate for the transportation officer position incorporated within this agreement. The **PROVIDER** shall comply with ICE transportation standards related to the number of hours the **PROVIDER** employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official.
6. All transportation shall be accomplished in the most economical manner.

7. The **PROVIDER** shall, upon order of the COTR, or upon his own decision in an urgent medical situation with notification to the COTR immediately thereafter, transport a detainee to a hospital location. An officer(s) shall keep the detainee under supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The **PROVIDER** shall then return the detainee to the Facility.
8. The **PROVIDER** personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those **PROVIDER** personnel provided in the other areas of this agreement. Transportation officers shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and the state DMV Medical Certification.
9. During all transportation activities, at least one transportation officer shall be the same sex as the detainee(s). Questions concerning guard assignments shall be directed to the COTR for final determination.
10. All transportation Detention Officers shall be armed in the performance of these duties.
11. The COTR may direct the **PROVIDER** to transport detainees to miscellaneous locations.
12. When the COTR provides documents to the **PROVIDER** concerning the detainee(s) to be transported and/or escorted, the **PROVIDER** shall deliver these documents only to the named authorized recipients. The **PROVIDER** shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
13. The **PROVIDER** shall establish a fully operational communication system compatible with ICE communication equipment that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COTR shall be provided with current status of all vehicles and post assignment employees.
14. Failure of the **PROVIDER** to comply fully with the detainee(s) departure as pre-scheduled shall result in the **PROVIDER** having deductions made for non-performance.

B. ANTICIPATED TRANSPORTATION ROUTES

The following transportation routes/destinations are anticipated requirements for this agreement. The following requirements are **one way routes**; these routes (mile approximations) are not all inclusive and should not be limited to the following:

<i>Legend</i>	<i>Daily = 2 times plus per week; Weekly = 2 or less per week; Periodic = as required</i> <i>Mileage = One Way</i>		
<b>Mileage From Farmville, VA</b>	<b>Locations</b>	<b>City</b>	<b>Frequency</b>
	<b>Field Offices</b>		
164	Detention and Removal Office	Fairfax	Daily
121	Detention and Removal Office	Harrisonburg	Weekly
153	Detention and Removal Office	Norfolk	Daily
65	Detention and Removal Office	Richmond	Daily
100	Detention and Removal Office	Roanoke	Weekly
	<b>JPATS/DOCC Destinations</b>		
173	Dulles International Airport	Washington, DC	Periodic
289	Harrisburg International Airport	Harrisburg, PA	Weekly
69	Richmond International Airport	Richmond	Proposed weekly
143	Piedmont Triad International Airport	Greensboro, NC	Proposed weekly
455	Stewart Detention Center	Stewart, GA	Periodic
266	York Detention Center	York, PA	Weekly
	<b>Jails</b>		
162	Alexandria City Jail	Alexandria	Daily
166	Arlington County Jail	Arlington	Daily
120	Augusta Correctional Center	Craigsville	Daily
180	Bland Correctional Center	Bland	Daily
59	Brunswick Correctional Center	Lawrenceville	Daily
22	Buckingham Correctional Center	Dillwyn	Daily
85	Central Virginia Regional Jail	Orange	Daily
145	Chesapeake City Jail	Chesapeake	Daily
96	Coffeewood Correctional Center	Coffeewood	Daily
170	DC Jail (Central Detention, Central Treatment)	Washington, DC	Daily
47	Deep Meadow Correctional Center	State Farm	Daily
22	Dillwyn Correctional Center	Dillwyn	Daily
48	Dinwiddie Correctional Unit	Church Road	Daily
160	Fairfax County Jail	Fairfax	Daily
67	FCI Petersburg - Camp - Virginia	Petersburg	Daily
67	FCI Petersburg - Low - Virginia	Petersburg	Daily
67	FCI Petersburg - Medium - Virginia	Petersburg	Daily

<b>Mileage From Farmville, VA</b>	<b>Locations</b>	<b>City</b>	<b>Frequency</b>
92	Green Rock Corr Center (New 06/2007)	Chatham	Daily
74	Greensville Correctional Center	Jarratt	Daily
138	Hampton City Jail	Hampton	Daily
136	Hampton Roads Regional Jail	Portsmouth	Daily
124	Haynesville Correctional Center	Haynesville	Daily
64	Henrico County Jail	Richmond	Daily
48	James River Correctional Center	State Farm	Daily
59	Lawrenceville Correctional Center	Lawrenceville	Daily
169	Loudoun County Jail	Leesburg	Daily
53	Mecklenburg Correctional Center	Boydton	Daily
116	Middle Peninsula Regional Jail	Saluda	Daily
141	Newport News City Jail	Newport News	Daily
141	Norfolk City Jail	Norfolk	Daily
194	Northampton County Jail	Eastville	Daily
115	Northern Neck Regional Jail	Warsaw	Daily
190	Northwestern Regional ADC	Winchester	Daily
19	Nottoway Correctional Center	Burkeville	Daily
79	Pamunkey Regional Jail	Hanover	Daily
67	Petersburg City Jail	Petersburg	Daily
0	Piedmont Regional Jail	Farmville	Daily
140	Portsmouth City Jail	Portsmouth	Daily
48	Powhatan Correctional Center	State Farm	Daily
156	Prince William/Manassas Regional Jail	Manassas	Daily
126	Rappahannock Regional Jail	Stafford	Daily
296	Red Onion State Prison	Pound	Daily
67	Richmond City Jail	Richmond	Daily
73	Riverside Regional Jail	Hopewell	Daily
122	Rockingham/Harrisonburg Regional Jail	Harrisonburg	Daily
155	St. Brides Correctional Center	Chesapeake	Daily
77	Sussex County Jail	Sussex	Daily
155	Virginia Beach City Jail	Virginia Beach	Daily
46	Virginia Correctional Center for Woman	Goochland	Daily
121	Western Tidewater Regional Jail	Suffolk	Daily
29	Appomattox County Jail	Appomattox	Daily to Weekly
52	Chesterfield County Jail	Chesterfield	Daily to Weekly
111	Culpeper County Jail	Culpepper	Daily to Weekly
135	Fauquier County Jail	Warrenton	Daily to Weekly
100	Roanoke City Jail	Roanoke	Daily to Weekly
158	Shenandoah County Jail	Woodstock	Daily to Weekly
119	Virginia Peninsula Regional Jail	Williamsburg	Daily to Weekly
89	Danville City Jail	Danville	Weekly
108	Franklin County Jail	Rocky Mount	Weekly
120	Gloucester County Jail	Gloucester	Weekly



<b>Mileage From Farmville, VA</b>	<b>Jails</b>	<b>City</b>	<b>Frequency</b>
119	Henry County Jail	Martinsville	Weekly
155	Indian Creek Correctional Center	Chesapeake	Weekly
30	Lunenburg Correctional Center	Victoria	Weekly
100	Middle River Regional Jail	Staunton	Weekly
153	New River Valley Regional Jail	Dublin	Weekly
103	Peumansend Creek Regional Jail	Bowling Green	Weekly
111	Roanoke County Jail	Salem	Weekly
94	Southampton Correctional Center	Capron	Weekly
204	Marion Treatment Center	Marion	Weekly to Periodic
310	USP Lee - Virginia	Jonesville	Weekly to Periodic
225	Accomack County Jail	Accomac	Periodic
59	Albemarle/Charlottesville Regional Jail	Charlottesville	Periodic
135	Alleghany County Regional Jail	Covington	Periodic
60	Amherst County Jail	Amherst	Periodic
72	B.R.R.J. - Bedford County ADC	Bedford	Periodic
47	B.R.R.J. - Campbell County ADC	Rustburg	Periodic
50	B.R.R.J. - Lynchburg City Jail	Lynchburg	Periodic
58	B.R.R.J.A. - Halifax County ADC	Halifax	Periodic
53	Baskerville Correctional Center	Baskerville	Periodic
103	Botetourt Correctional Center	Troutville	Periodic
108	Botetourt County Jail	Fincastle	Periodic
247	Bristol City Jail	Bristol	Periodic
60	Brunswick County Jail	Lawrenceville	Periodic
59	Brunswick Work Center for Women	Lawrenceville	Periodic
90	Caroline Correctional Unit #2	Hanover	Periodic
52	Central Virginia Correctional Unit #13	Chesterfield	Periodic
26	Charlotte County Jail	Charlotte Court House	Periodic
87	Cold Springs Correctional Unit #10	Greenville	Periodic
87	Cold Springs Work Center	Greenville	Periodic
88	Danville City Jail Farm	Danville	Periodic
992	Deerfield Correctional Center	Capron	Periodic
60	Dinwiddie County Jail	Dinwiddie	Periodic
65	Fluvanna Correctional Center for Women	Troy	Periodic
74	Greenville Work Center	Jarratt	Periodic
58	Halifax Correctional Unit #23	Halifax	Periodic
124	Haynesville Correctional Unit #17	Haynesville	Periodic
48	James River Work Center	State Farm	Periodic
265	Keen Mountain Correctional Center	Oakwood	Periodic
141	Lancaster County Jail	Lancaster	Periodic
123	Martinsville City Jail	Martinsville	Periodic
51	Mecklenburg County Jail	Boydton	Periodic
66	Medical College of Virginia	Richmond	Periodic

Mileage From Farmville, VA	Jails	City	Frequency
136	Montgomery County Jail	Christiansburg	Periodic
131	Newport News City Jail Farm	Newport News	Periodic
19	Nottoway Work Center	Burkeville	Periodic
132	Page County Jail	Luray	Periodic
150	Patrick County Jail	Stuart	Periodic
130	Patrick Henry Correctional Unit #28	Ridgeway	Periodic
92	Pittsylvania County Jail	Chatham	Periodic
152	Pulaski Correctional Center	Dublin	Periodic
123	Rappahannock County Jail	Washington	Periodic
93	Rockbridge Regional Jail	Lexington	Periodic
47	Rustburg Correctional Unit #9	Rustburg	Periodic
109	Southampton County Jail	Courtland	Periodic
94	Southampton Pre-Release and Work Center for Women	Capron	Periodic
94	Southampton Work Center for Men	Capron	Periodic
79	Southside Regional Jail	Emporia	Periodic
288	Southwest Virginia Regional Jail	Hayso	Periodic
236	Southwest Virginia Regional Jail Authority - Abingdon	Abingdon	Periodic
291	Southwest Virginia Regional Jail Authority - Duffield	Duffield	Periodic
219	Southwest Virginia Regional Jail Authority - Tazewell	Tazewell	Periodic
91	Sussex I State Prison	Waverly	Periodic
91	Sussex II State Prison	Waverly	Periodic
219	Tazewell Correctional Unit #31	Tazewell	Periodic
310	USP Lee - Camp -Virginia	Jonesville	Periodic
294	Wallens Ridge State Prison	Big Stine Gap	Periodic
139	Warren County Jail	Front Royal	Periodic
275	Wise Correctional Unit	Coeburn	Periodic

**V. Guard Services:**

- A. The **PROVIDER** agrees to provide stationary guard services on demand by the COTR and shall include, but not limited to, escorting and guarding detainees to medical or doctor's appointments, hearings, ICE interviews, and any other remote location requested by the COTR. Qualified detention officer personnel employed by the **PROVIDER** under its policies, procedures, and practices will perform such services. The **PROVIDER** agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the COTR.
- B. The **PROVIDER** shall be authorized <sup>(b)(7)(e)</sup> officers for each such remote location, unless at the direction of the COTR or designated Agency official as additional officers are required.

- C. The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the names of the detainees that were guarded. Such services shall be denoted as a separate item on submitted invoices. ICE agrees to reimburse the **PROVIDER** for actual stationary guard services provided at a negotiated rate.

**VI. Medical Services:**

- A. The **PROVIDER** shall be responsible for the provision of health care services for ICE detainees at the facility.
- B. In the event of an emergency, the **PROVIDER** shall proceed immediately with necessary medical treatment. In such event, the **PROVIDER** shall notify ICE immediately regarding the nature of the transferred detainee's illness or injury and type of treatment provided.
- C. The **PROVIDER** shall ensure that all health care service providers utilized for ICE detainees hold current licenses, certifications, and/or registrations with the State and/or City where they are practicing. The **PROVIDER** shall retain a registered nurse to provide health care and sick call coverage unless expressly stated otherwise in this Agreement. In the absence of a health care professional, non-health care personnel may refer detainees to health care resources based upon protocols developed by the United States Public Health Service (USPHS) Division of Immigration Health Services (DIHS). Healthcare or health trained personnel may perform screenings.
- D. The **PROVIDER** shall ensure that onsite medical and health care coverage as defined below is available for all ICE detainees at the facility for twenty-four (24) hours per day, seven (7) days per week. The **PROVIDER** shall ensure that its employees solicit each detainee for health complaints and deliver complaints in writing to the medical and health care staff.
- E. The **PROVIDER** shall furnish onsite health care under this Agreement. The **PROVIDER** shall not charge any ICE detainee an additional fee or co-payment for medical services or treatment provided at the **PROVIDER'S** facility. The **PROVIDER** shall ensure that ICE detainees receive no lower level of onsite medical care and services than those it provides to local inmates. Onsite health care services shall perform initial medical screening (inclusive of the skin test/PPD) within the first twenty-four (24) hours of arrival to the facility, sick call coverage, provision of over-the-counter medications, treatment of minor injuries (e.g. lacerations, sprains, and contusions), treatment of special needs and mental health assessments. A full medical screening must be done within the first 14 days of detainee arrival. Detainees with chronic conditions shall receive prescribed treatment and follow-up care. Arrival screening shall include at a minimum TB symptom screening, planting of the Tuberculin; skin Test (PPD), and recording the history of past and present illnesses (mental and physical).

- F. If the **PROVIDER** determines that an ICE detainee has a medical condition which renders that person unacceptable for detention under this Agreement, (for example, contagious disease, condition needing life support, uncontrollable violence), the **PROVIDER** shall notify ICE. Upon such notification, the **PROVIDER** shall allow ICE reasonable time to make the proper arrangements for further disposition of that detainee.
- G. The DIHS acts as the agent and final health authority for ICE on all off-site detainee medical and health related matters. The relationship of the DIHS to the detainee equals that of physician to patient. The **PROVIDER** shall release any and all medical information for ICE detainees to the DIHS representatives upon request, except where prohibited by federal or state law or regulation. The **PROVIDER** shall solicit DIHS approval before proceeding with non-emergency, off-site medical care (e.g. off site lab testing, eyeglasses, cosmetic dental prosthetics, and dental care for cosmetic purposes). The **PROVIDER** shall submit supporting documentation for non-routine, off-site medical/health services to DIHS. For medical care provided outside the facility, the DIHS may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of ICE and the detainee. ICE may refuse to reimburse the **PROVIDER** for non-emergency medical costs incurred that were not pre-approved by the DIHS. The **PROVIDER** shall send requests for pre-approval for non-emergency off-site care to:

United States Public Health Service  
Division of Immigration Health Services  
1220 L Street, NW, PMB 468  
Washington, DC 20005-4018  
Phone: (703) 541-<sup>(b)(6), (b)(7)(c)</sup>  
Fax: (202) 318-0080

- H. The **PROVIDER** is to notify all medical providers approved to furnish off-site health care of detainees to submit their bills in accordance with instructions provided to:

BCE Emergis  
DIHS Claims  
P.O. Box 10250  
Gaithersburg, MD 20898-0250  
Phone: (888) 383-<sup>(b)(6), (b)(7)(c)</sup>  
Fax: (888) 383-3957

- I. The **PROVIDER** shall furnish twenty-four (24) hour emergency medical care and emergency evacuation procedures. In an emergency, the **PROVIDER** shall obtain the medical treatment required to preserve the detainee's health. The **PROVIDER** shall have access to an off site emergency medical provider at all times. The Health Authority of the **PROVIDER** shall notify the DIHS Managed Care Coordinators, ICE Health Services, 1220 L Street, NW, PMB 468,

Washington, DC, 20005-4018, phone (888) 718-8947, fax (202) 318-0080, as soon as possible, and in no case more than seventy-two (72) hours after detainee receipt of such care. The Health Authority will obtain pre-authorization from the DIHS Managed Care Coordinator for service(s) beyond the initial emergency situation.

- J. The **PROVIDER** shall allow DIHS Managed Care Coordinators reasonable access to its facility for the purpose of liaison activities with the Health Authority and associated Service Provider departments.
- K. The **PROVIDER** and all medical providers approved to furnish off-site health care of detainees shall submit their bills to:

BCE Emergis  
DIHS Claims  
P.O. Box 10250  
Gaithersburg, MD 20898-0250  
Phone: (888) 383 (b)(6), (b)(7)(c)  
Fax: (888) 383-3957

- L. The ICE and PHS may refuse to reimburse the **PROVIDER** for non-emergency medical costs incurred that were not pre-approved by the DIHS.
- M. The **PROVIDER** agrees to accept and provide for the secure custody, care, and safekeeping of detainees in accordance with the State, and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.
- N. The **PROVIDER** agrees to provide ICE detainees with the same level of medical care and services as provided to non-ICE detainees as part of the per diem rate. This rate includes:
- On-site sick call (when provided by on-site staff);
  - Medication (over the counter/non-legend and routine drugs and medical supplies);
  - Escort/security services for transport to/from emergency or non-emergency health care services as either an in-patient or out-patient.

## VII. ICE Physical Plant Requirements

### A. ICE Office Space

The **PROVIDER** shall refer to ICE Design Standards for specific office and workstation sizes and specific furnishing requirements for a 1000 bed facility. The Standards include but are not limited to the following:

1. A total of (b)(7)(e) offices and (b)(7)(e) workstations as outlined below:

- a. <sup>(b)(7)(e)</sup> Office - Assistant Field Office Director GS-1801-14
- b. Office - Officer in Charge GS-1801-14
- c. Office - Assistant Officer in Charge GS-1801-14
- d. Office - Intelligence Officer GS-1801-14
- e. Office - Chief Immigration Enforcement Agent GS-1801-13
- f. Offices - Supervisory Detention & Deportation Officers GS-1801-13
- g. Offices - Deportation Officers GS-1801-12
- h. Offices - Supervisory Immigration Enforcement Agents GS-1801-11
- i. Workstations - Immigration Enforcement Agents GS-1801-5/7/9
- j. Offices - Supervisory Deportation Assistant, GS-1802-09
- k. Workstations - Detention & Removal Assistants GS-1802-07
- l. Office - Mission Support Specialist GS-0301-9/11/12
- m. Offices - Contracting Officer's Technical Representative, GS-1102-09
- n. Office - Intelligence Research Specialist GS-1801-09
- o. Office - Training Officer GS-1801-11
- p. Workstations - Mission Support Assistant GS-0301-5/7
- q. Workstation - Receptionist
- r. Workstation - OIC Secretary
- s. Workstation - Records Tech
- t. Workstation - Mail/File Clerk
- u. File rooms (see Standards for size and quantity)
- v. Conference rooms adjacent to or within ICE area (see Standards for size and quantity)
- w. Employee break rooms (see Standards for size and quantity)
- x. IT computer support rooms must be provided through out ICE space per the specifications. Including specialized requirements for climate control of IT equipment rooms for PHS, EOIR and ICE office area.
- y. Actual location, layout, configuration, and size of rooms will be determined during the final design phase.

## B. OPLA Space

The **PROVIDER** shall refer to ICE Design Standards for specific office and workstation sizes and specific furnishing requirements for a 1000 bed facility. All furniture and case goods shall be furnished by the service provider in accordance with ICE Design Standards. The Standards include but are not limited to the following:

- 1. <sup>(b)(7)(e)</sup> Office - Deputy Chief Counsel (see Standards for size)
- 2. Offices - Assistant Chief Counsel (see Standards for size)
- 3. Workstations - Legal Technicians (see Standards for size)
- 4. Workstation - Mail/File Clerk

5. Office support space must be provided per the ICE/OPLA Design Standards.
6. OPLA Space

### C. EOIR Space

The **PROVIDER** shall refer to ICE/EOIR Design Standards for specific office and workstation sizes and specific furnishing requirements for a 1000 bed facility. All furniture and case goods shall be furnished by the service provider in accordance with ICE Design Standards. The Standards include but are not limited to the following:

1. 5 - Courtrooms and accompanying office and support space as per the EOIR Design Standards for a 1000 bed facility. The office space is per the EOIR Design Standards. Each courtroom should have the capability to hold live court as well as hold video tele-conferencing court. All furniture and case goods shall be furnished by the service provider in accordance with ICE Design Guide and specifications.
2. (b)(7)(e) Hard walled offices (see Standards for size)
3. - Workstations (see Standards for size)
4. Visitation space must be provided to meet the ACA and NDS standards.
5. Separate entrance for judges required with complete security system and access to parking lot. Must be ADA compliant.
6. EOIR Support Space must be provided per the EOIR Design Standards.

### D. Health Services

Healthcare services will be provided by the **PROVIDER**.

### E. Facility Requirements for Infectious Disease Screening

The Service Provider will ensure that there is adequate space and equipment to provide medical intake screening including a TB screening chest x-ray within the intake processing area. In order to prevent the spread of airborne infectious disease or cross contamination of zones within the facility, the HVAC system in the Intake Screening Area will be constructed to exhaust to the exterior and prevent air exchange between the intake screening area and any other area within the facility.

### F. Infectious Disease Screening

In order to prevent the transmission of Tuberculosis (TB) to the resident population of a detention facility, the Service Provider will perform TB screening as part of the a routine infectious disease screening within 12 hours of detainee admission and obtain documented clearance of transmissible disease before the detainee is assigned to a housing unit or is transferred from the intake processing area. A screening chest x-ray will be performed by a trained and qualified health care provider and interpreted by a credentialed radiologist. Detainees will remain isolated from the rest of the facility population (remain in the intake screening

area) until the chest x-ray report is obtained and the interpretation verifies that the detainee is free of infectious TB (turnaround time for chest x-ray interpretation should be 4 hours or less). Detainees who are found to be infected or where there is a possibility that they are infected will be assigned to a respiratory isolation unit until treatment or further testing is done and the detainee is no longer infectious.

#### G. Teleradiology Service Provider

1. The Detention Service Provider shall use the services of the ICE Teleradiology Service Provider (ITSP). The cost of the equipment; maintenance of the equipment; training of staff; arrangements for interpretation of the x-rays by credentialed radiologists; and transmission of data to and from the Detention Facility are provided by the ITSP and charged directly to ICE. The Service Provider shall coordinate with the ITSP to ensure adequate space is provided for the equipment, connectivity and electrical services are installed, immediate 24/7 access to equipment for service and maintenance by ITSP technicians is granted, a teleradiology coordinator is appointed and available for training by the ITSP, and medical staff is available to perform the screening exams and receive reports. The teleradiology coordinator may be a nurse or nurse practitioner and collateral duty of the appointed staff (it is not necessary to appoint a full time coordinator if the volume of work does not support a full time employee).
2. Teleradiology equipment requires high voltage power to accommodate x-ray equipment, specifications will be provided by ICE.

#### H. Processing Area

1. Expansion required in this area includes the need to accommodate processing varying numbers of detainees for intake and out-processing, i.e., large buses transport of up to 100 detainees.
2. Processing area must be designed to process male and/or female detainees as required in high frequency rates and varying numbers, i.e., a busload up to 100 detainees at one time.

#### I. Furniture

All furniture and case goods shall be furnished by the service provider in accordance with ICE Design Guide and specifications, which include ICE support space and all operational components which include EOIR, OPLA and DIHS space as required in accordance with the ICE Design Standards.

#### J. ICE IT Equipment

ICE will provide and install IT equipment in office spaces for ICE personnel only, to include computer workstations and screens, printers and fax machines. All



infrastructure, cabling, and interfacing equipment shall be provided by the Service Provider at time of construction.

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

#### K. Communication Equipment

The service provider shall purchase, install and maintain a complete and operating communication system, which includes but is not limited to: cabling, fiber optics, patch panels, landing blocks, circuits, PBX and voice mail, phone sets and other supporting infrastructure and supporting system in compliance with ICE specifications. Separate billing to ICE must be established on all reoccurring service fees for communications and IT. Systems shall be installed specifically for ICE use.

**NOTE:** ICE communication system must be a complete, independent and physically separate system from the Service Provider communication system, and billed separately. The system shall serve all operational components: ICE, OPLA, and DIHS. EOIR shall have a separate system within EOIR IT space as per the EOIR Design Standards.

Service Provider see attached SOW for phone system details.

#### VIII. Detainee Work Program:

1. Detainee labor shall be used in accordance with the detainee work plan developed by the **PROVIDER**, and will adhere to the ICE National Detention Standard on Detainee Voluntary Work Program. The detainee work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service, or other jobs. The detainee work program shall not conflict with any other requirements of the contract and must comply with all applicable laws and regulations.
2. Detainees shall not be used to perform the responsibilities or duties of an employee of the **PROVIDER**. Detainees shall not be used to perform work in areas where sensitive documents are maintained (designated ICE workspace). Custodial/janitorial services to be performed in designated ICE work space will be the responsibility of the **PROVIDER**.
3. Appropriate safety/protective clothing and equipment shall be provided to detainee workers as appropriate. Detainees shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or

assignments requiring great heights, extreme temperatures, use of toxic substances, and unusual physical demands.

4. The **PROVIDER** shall supply sufficient Detention Officers to monitor and control detainee work details. Unless approved by the COTR, these work details must be within the security perimeter.
5. It will be the sole responsibility of ICE to determine whether a detainee will be allowed to perform on voluntary work details and at what classification level. All detainees shall be searched when they are returned from work details.

**IX. Law Library:**

The **PROVIDER** shall provide secure space within the secure perimeter, either a dedicated room or a multipurpose room for books and materials to provide a reading area "Law Library" - in accordance with the ICE National Detention Standards on the Access to Legal Materials.

**X. Training:**

Employees shall not perform duties under this agreement until they have successfully completed all initial training and the COTR receives written certification from the **PROVIDER**.

**A. General Training Requirements**

1. All employees must have the training described in the ACA Standards and in this section. Any remuneration (pay) due PROVIDER employees in accordance with Department of Labor regulations for any training time is the responsibility of the PROVIDER. The PROVIDER shall provide the required refresher courses or have an institution acceptable to the COTR to provide the training. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty.
2. All new Detention Officers will receive 54 hours of basic training, not to include firearms and 40 hours of on-the-job training prior to entering on duty. The **PROVIDER'S** Training Officer will be responsible for administering an on-the-job training program for new employees. A senior Detention Officer, at all times during this latter 40-hour period, must accompany the Detention Officers. The **PROVIDER'S** Training Officer shall send a copy of the documentation to the COTR upon successful completion of the employee's on-the-job training.
3. In addition, after completion of the first 94 hours of training, the **PROVIDER** has 60 days to complete an additional 40 hours of training. During the remainder of the first year on duty, the officer will have an additional 40 hours of training for a total of 174 hours within the first year of employment. The training program must directly relate to the employee's assigned position and

afford application of necessary job skills. Training site shall be provided by the **PROVIDER** at no cost to the Government.

a. Basic Training Subjects:

1. Employees must complete the following list of basic training subjects. The course title is followed by the estimated hours of training for that subject.

a. In-service Orientation/Social Diversity	2 HRS
b. Counseling Techniques/Suicide Prevention	2 HRS
c. Conduct/Duties/Ethics and Courtroom Demeanor	2 HRS
d. Bomb Defense and Threats	1 HR
e. Telephone Communications/Radio Procedures	1 HR
f. Fire and other Emergency Procedures	2 HRS
g. Treatment and Supervision of Detainees	2 HRS
h. ICE Use of Force Policy	2 HRS
i. Security Methods/Key Control/Count	1 HR
j. Procedures/Observational Techniques	4 HRS
k. EEO/Sexual Harassment	2 HRS
l. Detainee Escort Techniques	1 HR
m. ICE Paperwork/Report Writing	2 HRS
n. Detainee Searches/Detainee Personal Property	4 HRS
o. Property/Contraband	2 HRS
p. Detainee Rules and Regulations	2 HRS
q. First Aid*	4 HRS
r. Cardiopulmonary resuscitation (CPR)*	4 HRS
s. Blood-borne Pathogens*	2 HRS
t. Self Defense	8 HRS
u. Use of Restraints	6 HRS
v. Firearm Training	**
w. Sexual Abuse/Assault Prevention & Intervention*	2 HRS
x. National Detention Standards	2 HRS

\* Critical Training Subjects

\*\* Firearm Training for Required Armed Detention Services in accordance with state licensing requirements. **PROVIDER** shall certify proficiency every quarter.

b. Refresher Training

1. Every year the **PROVIDER** shall conduct 40 hours of Refresher Training for all Detention Officers including Supervisory Detention Officers. Refresher training shall consist of these critical subjects listed above and a review of basic training subjects and others as approved by ICE.
2. The **PROVIDER** shall coordinate recertification in CPR and First Aid with the ICE training staff. This training shall be provided at no cost to the Government. Annually, upon completion, the **PROVIDER** shall provide documentation of refresher training to the COTR.
3. In addition to the refresher training requirements for all Detention Officers, supervisors must receive refresher training relating to supervisory duties.

c. On-the-Job Training

1. After completion of the minimum of 54 hours basic training, all Detention Officers will receive an additional 40 hours of on-the-job training at specific post positions. This training includes:
  - a. Authority of supervisors and organizational code of conduct.
  - b. General information and special orders.
  - c. Security systems operational procedures.
  - d. Facility self-protection plan or emergency operational procedures.
  - e. Disturbance Control Team training.

d. Training During Initial 60 Day Period

The **PROVIDER** shall provide an additional 40 hours of training for Detention Officers within 60 days after completion of first 94 hours of training. The **PROVIDER** shall provide the training format and subjects, for approval by the COTR and CO, prior to the commencement of training.

e. Basic First Aid and CPR Training

1. All members of the **PROVIDER'S** security staff shall be trained in basic first aid and CPR. They must be able to:
  - a. Respond to emergency situations within four minutes.
  - b. Perform cardiopulmonary resuscitation (CPR).
  - c. Recognize warning signs of impending medical emergencies.
  - d. Know how to obtain medical assistance.
  - e. Recognize signs and symptoms of mental illness.

- f. Able to administer medication;
- g. Know the universal precautions for protection against blood-borne diseases.

## B. Supervisory Training

1. All new Supervisory Detention Officers assigned to perform work under this agreement must successfully complete a minimum of 40 hours of formal supervisory training provided by the **PROVIDER** prior to assuming duties. This training is in addition to mandatory training requirements for Detention Officers. Supervisory training shall include the following management areas:

- a. Techniques for issuing written and verbal orders 2 HRS
- b. Uniform clothing and grooming standards 1 HR
- c. Security Post Inspection procedures 2 HRS
- d. Employee motivation 1 HR
- e. Scheduling and overtime controls 2 HRS
- f. Managerial public relations 4 HRS
- g. Supervision of detainees 4 HRS
- h. Other company policies 4 HRS

Additional classes are at the discretion of the PROVIDER with the approval of the COTR.

The PROVIDER shall submit documentation to the COTR, to confirm that each supervisor has received basic training as specified in the basic training curriculum.

## C. Proficiency Testing

The PROVIDER shall give each Detention Officer a written examination consisting of at least 25 questions after each classroom-training course is completed. The PROVIDER may give practical exercises when appropriate. The COTR shall approve the questions before the PROVIDER can administer the examination. To pass any examination, each officer must achieve a score of 80% or better. The PROVIDER must provide the COTR with the eligible Detention Officer's completed exam before the Detention Officer may be assigned to duties under the agreement. Should an employee fail the written test on the initial attempt, he or she shall be given additional training by the PROVIDER and be given one additional opportunity to retake the test. If the employee fails to complete and pass the test the second time, the PROVIDER shall remove the employee from duties on this agreement.

## D. Certified Instructors

Certified instructors shall conduct all instruction and testing. A state or nationally recognized institution shall certify instructors unless otherwise approved in writing by the COTR. Certifications of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COTR must approve the instructor prior to the training course.

E. Training Documentation

1. The **PROVIDER** shall submit a training forecast and lesson plans to the COTR or ICE designee, on a monthly basis, for the following 60-day period. The training forecast shall provide date, time, and location of scheduled training and afford the COTR observation/evaluation opportunity.
2. The **PROVIDER** shall certify and submit the training hours, type of training, date and location of training, and name of the instructor monthly for each employee to the COTR or ICE designee.

XI. Notification and Public Disclosures:

There shall be no public disclosures regarding this agreement made by the **PROVIDER** (or any subcontractors) without review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer. The Government considers such information privileged or confidential until award of the agreement.

**XII. Establish and Maintain Program for Prevention of Sexual Abuse/Assault:**

The **PROVIDER** shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program. This program shall include training that is given separately to both staff and detainees, in accordance with the Prison Rape Elimination Act (PREA).

**XIII. Business Permits and Licenses:**

The **PROVIDER** must obtain all required permits and licenses by the date of agreement award. The **PROVIDER** must (depending on the state's requirements) be licensed as a qualified security service company in accordance with the requirements of the district, municipality, county, and state in which ICE work site(s) is/are located. Throughout the term of this agreement, the **PROVIDER** shall maintain current permits/business licenses and make copies available for Government Inspection. The **PROVIDER** shall comply with all applicable federal, state, and local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.

#### **XIV. Firearms / Body Armor:**

##### **A. Firearms Requirements**

1. The **PROVIDER** shall provide new firearms and maintain sufficient licensed firearms and ammunition to equip each armed Detention Officer and armed supervisor(s) with a licensed weapon while on duty. Firearms maybe re-issued to new replacement employees throughout the life of the agreement as long as the firearm is in serviceable condition.
2. Personal firearms shall not be used. A licensed gunsmith, in writing, shall certify all firearms safe and accurate.
3. Firearms shall be standard police service-type, semi-automatic capable of firing hollow-point ammunition that meets the recommendations of the firearms manufacturer. Ammunition will be factory load only – no reloads. Ammunition will be replaced every year.
4. The **PROVIDER** shall provide sufficient ammunition for each armed Detention Officer, including uniformed contract supervisor(s); they shall be issued three full magazines.
5. The **PROVIDER** shall account for all firearms and ammunition daily.
6. If any weapons or ammunition are missing from the inventory, the COTR shall be notified immediately.
7. All firearms shall be licensed by the State.
8. Firearms will be inspected. This shall be documented by the Warden/Facility Director.
9. Loading, unloading, and cleaning of the firearms shall only take place in designated areas.
10. The firearms shall be cleaned and oiled as appropriate to ensure optimum operating conditions.
11. Firearms shall be carried with the safety on, if applicable, with a round in the chamber.
12. The **PROVIDER** shall maintain appropriate and ample supplies of firearms' upkeep and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes, patches, and other normal maintenance tools).
13. The **PROVIDER** shall provide a complete listing of licensed firearms by serial numbers and by each safe location to the COTR prior to beginning performance under this agreement.
14. These lists shall be kept current through the terms of the agreement and posted within each firearms safe.
15. The **PROVIDER** shall obtain and maintain on file appropriate State and municipality permits and weapons permits for each officer.

16. A copy of this permit shall be provided to the COTR at least three working days prior to the anticipated assignment date of any individual.
17. The **PROVIDER** shall ensure that his/her employees have all permits and licenses in their possession at all times while in performance of this agreement.
18. The **PROVIDER** shall provide safes/vaults for storage of firearms and ammunition, for each location where firearms are issued or exchanged, which meet agency requirements and are approved for the storage of firearms and ammunition.
19. The COTR is responsible for approving the proposed safes/vaults prior to usage. **PROVIDER** supervisors and guards shall make accurate receipt and return entries on a Firearms and Equipment Control Register.
20. Except when issuing or returning ammunition or firearms, each safe/vault shall remain locked at all times.
21. The **PROVIDER** shall be responsible for having the combination of each safe/vault changed at least once every six months, or more often if circumstances warrant.
22. The **PROVIDER** certifies firearms training to the COTR.
23. The **PROVIDER** shall certify proficiency every quarter.
24. The **PROVIDER** shall provide an ICE approved intermediate weapon(s).

#### B. Body Armor Requirements

1. The **PROVIDER** shall provide body armor to all armed Detention Officers and armed supervisor(s).
2. Body armor shall be worn while on armed duty.
3. The body armor shall meet all requirements as set forth in the ICE Firearms Policy.
4. The **PROVIDER** shall procure replacement body armor if the body armor becomes unserviceable, ill-fitting, worn/damaged, or at the expiration of service life.
5. All armed Detention Officers and armed supervisors need to be made aware of the health risks associated with the wearing of body armor in high heat/high humidity conditions and/or during strenuous exertion. When Detention Officers and supervisors are required to wear body armor, they shall be provided opportunities to rehydrate and remove the body armor as necessary.
6. The use of personally owned body armor is not authorized.



**XVI. FEDERAL GOVERNMENT QUALITY ASSURANCE**

A. The Government's Quality Assurance Program (QASP) is based on the premise that the provider, and not the Government, is responsible for management and quality control actions to meet the terms of the agreement. The QASP procedures recognize that the provider is not a perfect manager and that unforeseen and uncontrollable problems do occur. Good management and use of an adequate Quality Control Plan will allow the facility to operate within acceptable quality levels.

B. Each phase of the services rendered under this agreement is subject to inspection both during the Provider's operations and after completion of the tasks.

C. When the Provider is advised of any unsatisfactory condition(s), the contractor shall submit a written report to the Contracting Officer addressing corrective/preventive actions taken. The QASP is not a substitute for quality control by the Provider.

D. The COTR may check the Provider's performance and document any noncompliance, however, only the Contracting Officer may take formal action against for unsatisfactory performance.

E. The Government may reduce the invoice or otherwise withhold payment for any individual item of nonconformance observed. The Government may apply various inspection and extrapolation techniques (i.e., 100 % surveillance, random sampling, planned sampling, unscheduled inspections, etc.) to determine the quality of services and the total payment due.

F. FAILURE TO PERFORM REQUIRED SERVICES. The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this agreement. Any reductions in the invoice shall reflect the agreement's reduced value resulting from the failure to perform required services.

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END OF DOCUMENT  
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## **Town of Farmville – ICE Facility: DROISA-08-0021**

**May 9, 2008**

### **Quality Control Plan**

#### **PURPOSE**

To develop and implement a Quality Control Plan which will ensure compliance with all required Town of Farmville—ICE Facility quality standards and the ICE standards to be monitored under the Government's Quality Assurance Surveillance Plan.

#### **POLICY**

It is the policy of the Town of Farmville—ICE Facility to ensure all applicable standards, policies and procedures are adhered to.

- A. The Town of Farmville—ICE Facility will adopt, adapt and/or establish procedures that will meet or exceed the objective represented by each of the 38 Detention Standards outlined in the QUASP Attachment 3—Performance Monitoring Tool.

#### **PROCEDURES**

The Town of Farmville—ICE Facility will establish policies and procedures that will govern the facility.

- A. These policies and procedures will meet or exceed the minimum standards required by the Department of Homeland Security and the Department of Immigration and Customs Enforcement.
- B. A designated employee(s) will be responsible for the compliance of such policies and procedures.
  1. The enforcement of these practices will be considered the Quality Control Plan.

#### **Quality Control Plan**

- A. All policies and procedures will be reviewed on an annual basis by the Quality Control Officer and other designated staff.
- B. The COO (Senior Member of Management) at the Town of Farmville—ICE Facility will meet quarterly with the Quality Control Officer to ensure that all policies and procedures are enforced.
  1. All policies and procedure plans will comply with the Town of Farmville—ICE Facility standards of confidentiality, accountability, review and revision.

- C. The Quality Control Officer will maintain a cooperative relationship with ICE and will share information with his/her ICE “counterpart” and coordinate planning to interact with him/her accordingly.
- D. The QCO will train and brief the staff in the implementation and enforcement of the policies and procedures.
- E. The QCO will tap into the expertise of all Department Heads during the review process.
  - 1. This inclusive process will ensure that all departments have input into the plan.
  - 2. It will also ensure the compliance of all standards and improve the quality of service to the detainee residents and the DHS—ICE.
- F. The QCO will update the policy and procedure plans, as often as is necessary, to keep them current.
  - 1. All revisions recommended by the QCO will be forwarded to the Town of Farmville—ICE Facility’s COO (Senior Member of Management) for approval.

### Staff Actions

The enforcement of the Quality Control Plan will allow staff members to improve the quality of the detainee’s care and improve the chance of deflecting detainee unrest, if the staff:

- A. Discusses the set Quality Control Plan, as well as policies, procedures and programs, at all staff meetings and during on-going interaction during work hours.
- B. Always acts in a manner that treats detainees fairly and impartially.
- C. Consistently follows and enforces the established policies and procedures.

### Confidentiality

Every Quality Control Plan will include a statement prohibiting unauthorized Plan disclosure. This applies equally to the development stages to the finished Quality Control Plan.

- A. The staff will not discuss any aspects of a Quality Control Plan anywhere within hearing distance of a detainee and visitor.

### Plan Details

Detail plans for each of the 38 Detention Standards (outlined in the QUASP Attachment 3—Performance Monitoring Tool) will be complete once the contract is awarded and forwarded to ICE for review within two weeks of the contract being signed.

**DHS/ICE/DRO—DEDICATED IGSA  
QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)  
for IGSA NUMBER DROIGSA-08-0021**

## **1. INTRODUCTION**

The Government'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 contract. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The service provider is required to develop a comprehensive program of inspections and monitoring actions and to 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 must validate that the service provider is complying with DRO-mandated quality standards in operating, maintaining, and repairing detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the service provider and use of an approved QCP will ensure that the facility is operating within acceptable quality levels.

## **2. DEFINITIONS**

**Performance Requirements Summary (Attachment 1):** The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and Immigration And Customs Enforcement (ICE) National Detention Standards (NDS). 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 the Government (or its designated representative) when conducting quality assurance surveillance to guide them through the inspection and review processes.

**Functional Area:** A logical grouping of performance standards.

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

**Performance Standards:** The performance standards are established in the ICE Office Of Detention And Removal (DRO) NDS and contained in the Detention Operations Manual, at <http://www.ice.gov/partners/dro/opsmanual/index.htm>, as well as the ACA standards for ALDF. Other standards may also be defined in the agreement.

**Measures:** The method for evaluating compliance with the standards.

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

**Withholding:** Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment 1 for information on percentage of invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 6 and 7) if the COTR and Contracting Officer confirm resolution/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 Program Office will determine the amount of the deduction. Amounts deducted are not recoverable.

### 3. QUALITY CONTROL PLAN:

As a part of its agreement with the Government, the service provider is required to develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment 1 for a summary list of performance requirements.) Such reviews are performed by the service provider in order to validate its operations, and assure the Government that the services meet the performance standards.

The service provider's QCP should 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 DRO. The reports and other results generated by the service provider's QCP activities should be provided to the COTR as requested.

The frequency and type of the service provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards, but no less frequent than what is described in the Government's monitoring instrument/worksheets (See Attachment 3).

The service provider is encouraged not to limit its inspection to only the processes outlined in the Government's standard; however, certain key documents must be produced by the provider to assure the Government that the services meet the performance standards. Some of the documentation that must be generated and made available to the COTR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The service provider must 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

#### **4. METHODS OF SURVEILLANCE**

The Government will inspect the service provider's facility and operations using worksheets it developed for this purpose. All facilities will be subject to an annual full facility review using the procedures outlined in the Detention Management Control Program (DMCP) as well as the ACA Standards for Adult Local Detention Facilities (ALDF). The Government's annual full facility reviews will use the monitoring instruments embedded in the standards.

Facilities with 500 beds or more have an on-site COTR and/or designees who will perform regular and more frequent inspections using the worksheet in Attachment 3. This worksheet, which distills some 600 review areas included in the standards, will help the COTR or designee assess overall performance, by reviewing specific items within the 9 functional areas on a daily, weekly, monthly, and/or quarterly basis. Both annual and routine inspections will include a review of the service provider's QCP activities including the reports and results generated by them.

The COTR or designee will evaluate the service provider's performance by (a) conducting site visits to assess the facility and detainee conditions, (b) reviewing documentation, and (c) interviewing the service provider's personnel and/or detainees. NOTE: For day-to-day activities, the Government will conduct its surveillance using the worksheets created for this purpose, along with the Contract Deficiency Reports (CDRs; See Attachment 2) and the "Contract Performance Monitoring Tool" set forth in Attachment 3. Where ICE/DRO standards are referenced for annual review purposes, the "Monitoring Instruments" and "Verification Sources" identified in the DRO standard will be used.

**4.1 Site Visits:** Site visits are used to observe actual performance and to conduct interviews to determine the extent of compliance with performance standards, and to ensure any noted defects are effectively addressed and corrected as quickly as possible. Sites with 500+ beds will have an on-site COTR designee. Routine reviews may involve direct observation of the service provider personnel performing tasks, interacting with detainees and other staff members, and/or reviewing documentation that demonstrates compliance with the DRO standards. On-site inspections may be performed by the ICE COTR or by other parties designated as representatives of ICE.

Inspections may be planned (e.g., annual inspections and the regular inspections identified in Attachment 3) or ad-hoc.

**4.2 Ad-Hoc:** These inspections are unscheduled and will be conducted as a result of special interests arising from routine monitoring of the service provider's QCP, an unusual occurrence pertaining to the agreement or other ICE concerns. These inspections may also be used as a follow-up to a previous inspection. Inspection findings will be provided to the service provider as appropriate.

When visiting a site, either the COTR or a designated third party may conduct their own inspections of service provider performance activities, or accompany the service provider's designated Quality Control Inspector (QCI) on scheduled inspections. The COTR may also immediately inspect the same area as soon as the QCI has completed the quality control inspection to determine if any surveillance areas were overlooked. The COTR may also inspect an area prior to the QCI and compare results. The COTR will record all findings; certain deficiencies noted will be provided in writing and must be corrected within a reasonable amount of time (See Attachment 2).

**4.3 Review of Documentation:** The service provider must develop and maintain all documentation as prescribed in the performance standards (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the service provider must also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The COTR will review both forms of documentation to affirm that the facility conditions, policies/procedures, and handling of detainees all conform to the performance standards stated herein. When reviewing the service provider's documentation, the Government may review 100% of the documents, or a representative sample. Documentation may be reviewed during a site visit, or at periodic points throughout the period of performance.

**4.4 Interviews and Other Feedback:** The COTR will interview key members of the service provider's staff, detainees and other Government personnel to ascertain current practices and the extent of compliance with the performance standards.

## **5. 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 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 must 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.

## 6. 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 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/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 1.

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 an event occurs, such as sexual abuse, when a particular deficiency is noted 3 or more times without correction, or when the service provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the service provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security and Control," but may also relate to a deficiency in the area of "Administration and Management."

## 7. NOTIFICATIONS

- (a) Based on the inspection of the service provider's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment 2. To the extent practicable, issues should be resolved



informally, with the COTR and service provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.

- (b) When a CDR is required to document performance issues, it will be submitted to the service provider with a date when a response is due. Upon receipt of a CDR, the service provider must 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 must return the CDR with the action planned or taken noted. After the COTR reviews the service provider's response to the CDR including its plan/remedy, the COTR will either accept plan or correction or reject the correction/plan for revision and provide an explanation. This process should take no more than one week. The CDR should not be used as a substitute for quality control by the service provider.
- (c) The COTR and CO, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes inmates in restraints more than eight hours); assaults on staff/inmates resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice/snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; central inmate monitoring cases admitted to a community hospital; witness security cases taken outside the facility; significant environmental problems that impact the facility operations; transportation accidents (airlift, bus, etc.) resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR must include the CDR in its monthly report to DRO Headquarters, with a copy to the Contracting Officer. The CDR must be accompanied by the COTR's investigation report and written recommendation for any withholding. If contractual action including a withholding or deduction is appropriate, DRO headquarters will forward the CDR and supporting information to the Contracting Officer for action. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the service provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken
- (e) Following receipt of the service provider's notification that the correction has been made, the COTR may re-inspect the facility. Based upon the COTR's findings, he 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 once instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COTR will maintain a record of all open and resolved CDRs.

#### **8. DETAINEE/MEMBER OF PUBLIC COMPLAINTS:**

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

#### **9. ATTACHMENTS**

- 1 Performance Requirements Summary
- 2 Contract Discrepancy Report
- 3 Performance Monitoring Tool

**QUASP Attachment 1**  
**Performance Requirements Summary**

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<b>Administration and Management (10%)</b>  (Addresses facility policy development, internal inspection and reviews, detainee records, administration and orientation, personal property and monies, release and accommodations for the disabled)	Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07  Contractor Quality Control/ Assurance Program (Contract) 4-ALDF-7D-02	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COIR	<ul style="list-style-type: none"> <li>Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>Periodic reviews in accordance with the contract performance monitoring tool (see attached)</li> <li>Monthly review of corrective action plan results.</li> <li>Ad-hoc reviews as needed</li> <li>Review of service provider's quality control program monitoring reports</li> <li>CDRs</li> </ul>	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)	A rating of Deficient on any three of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	Admission and Release/Orientation (ICE Standard) ( <a href="http://www.ice.gov/doclib/partners/dro/opsmanual/admiss.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/admiss.pdf</a> )				
	Detainee Records/ Detention Files (ICE Standard) ( <a href="http://www.ice.gov/doclib/partners/dro/opsmanual/DetentFiles.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/DetentFiles.pdf</a> )				
	Detainee Handbook (ICE Standard) ( <a href="http://www.ice.gov/doclib/partners/dro/opsmanual/handbk.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/handbk.pdf</a> )				
	Internal Inspections and/or Reviews/ Detention Management & Control Program (ICE Standard)				
	Funds & Personal Property (ICE Standard) ( <a href="http://www.ice.gov/doclib/partners/dro/opsmanual/fundprop.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/fundprop.pdf</a> )				
	Policy Development and Monitoring 4-ALDF-7D-06				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p align="center"><b>Health Care (15%)</b></p> <p>(Addresses overall access to routine, chronic health care, mental health, emergency health and dental services provided by the institution)</p>	Communicable Disease 4-ALDF-4C-14	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	<ul style="list-style-type: none"> <li>Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>Periodic reviews in accordance with the attached performance monitoring tool</li> <li>Monthly review of corrective action plan results.</li> <li>Ad-hoc reviews as needed</li> <li>CDRs</li> </ul>	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)	A rating of Deficient on any two of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.  A rating of At-Risk on any of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	Detainee Hunger Strikes (ICE Standard) ( <a href="http://www.ice.gov/doclib/partners/dro/opsmanual/hunger.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/hunger.pdf</a> ) Experimental Research 4-ALDF-4D-18 Medical, Dental, and Appraisals/Medical Care (ICE Standard) ( <a href="http://www.ice.gov/doclib/partners/dro/opsmanual/medical.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/medical.pdf</a> ) Suicide Prevention (ICE Standard) ( <a href="http://www.ice.gov/doclib/partners/dro/opsmanual/suicprev.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/suicprev.pdf</a> ) Terminal Illness, Advanced Directives and Death (ICE Standard) ( <a href="http://www.ice.gov/doclib/partners/dro/opsmanual/terminal.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/terminal.pdf</a> )				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p align="center"><b>Security and Control (25%)</b></p> <p>(Addresses post orders, permanent logs, security features, security inspections, control of contraband, detainee searches, detainee accountability, use of force, non-routine use of restraints, tool and equipment control, detainee discipline, supervision for special housing, contingency and emergency plans.)</p>	Detainee Searches 4-ALDF-2C-01-06	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	<ul style="list-style-type: none"> <li>Monthly review of corrective action plan results.</li> <li>Ad-hoc reviews as needed</li> <li>CDRs</li> <li>Review of service provider's quality control program monitoring reports and output data</li> </ul>	Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)	A rating of Deficient on any two of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	<u>Detainee Accountability &amp; Supervision / Population Counts (ICE Standard)</u> <a href="http://www.ice.gov/doclib/partners/dro/opsmanual/popula.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/popula.pdf</a>				
	<u>Use of Force (ICE Standard)</u> <a href="http://www.ice.gov/doclib/partners/dro/opsmanual/useoffor.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/useoffor.pdf</a>				
	<u>Detainee Transfers (ICE Standard)</u> <a href="http://www.ice.gov/doclib/partners/dro/opsmanual/detTransStdfinal.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/detTransStdfinal.pdf</a>	<ul style="list-style-type: none"> <li>Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>Periodic reviews in accordance with the contract performance monitoring tool (see attached)</li> </ul>			
	<u>Tool and Equipment Control (ICE Standard)</u> <a href="http://www.ice.gov/doclib/partners/dro/opsmanual/toolcont.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/toolcont.pdf</a>				
	<u>Weapon Control 4-ALDF-2B-04, 4-ALDF-2B-08, 4-ALDF-7B-14</u>				
	<u>Detainee Discipline (ICE Standard)</u> <a href="http://www.ice.gov/doclib/partners/dro/opsmanual/discip.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/discip.pdf</a>				
	<u>Special Management Unit- Administrative Segregation (ICE Standard)</u> <a href="http://www.ice.gov/doclib/partners/dro/opsmanual/smu_admin.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/smu_admin.pdf</a>				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	<p>Special Management Unit-Disciplinary Segregation (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/smu_dis.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/smu_dis.pdf</a>)</p> <p>Contingency/Emergency Plan (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/emcege.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/emcege.pdf</a>)</p> <p>Hold Rooms in Detention Facilities (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/holdrm.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/holdrm.pdf</a>)</p> <p>Control of Contraband (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/contra.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/contra.pdf</a>)</p> <p>Post Orders (ICE Standard)(<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/postord.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/postord.pdf</a>)</p> <p>Permanent Logs 4- ALDF-2A-11</p> <p>Security Features (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/keylock.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/keylock.pdf</a>)</p> <p>Security Inspections and/or Reviews (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/secinsp.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/secinsp.pdf</a>)</p> <p>Sexual Assault 4-ALDF- 4D-22-8</p>				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
	<p>Transportation (Land Transportation) (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dtro/opsmanual/transp.pdf">http://www.ice.gov/doclib/partners/dtro/opsmanual/transp.pdf</a>)</p> <p>Weapons Control 4-ALDF-2B-04, 4-ALDF-2B-08, 4-ALDF-7B-14</p>				
<p><b>Food Service (10%)</b> (Addresses basic sanitation and adequacy of varied meals and special diets provided to detainees)</p>	<p>Environmental Health &amp; Safety (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dtro/opsmanual/envirom.pdf">http://www.ice.gov/doclib/partners/dtro/opsmanual/envirom.pdf</a>)</p> <p>Food Service Standards (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dtro/opsmanual/FoodService.pdf">http://www.ice.gov/doclib/partners/dtro/opsmanual/FoodService.pdf</a>)</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR</p>	<ul style="list-style-type: none"> <li>Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>Periodic review in accordance with the attached performance monitoring tool</li> <li>Monthly review of corrective action plan results.</li> <li>Ad-hoc reviews as needed</li> <li>CDRs</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)</p>	<p>A rating of Deficient on any the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p><b>Staff and Detainee Communication (2.5%)</b> (Addresses methods of communicating with detainees, detention/correctional staff training in diversity, and the detainee grievance process)</p>	<p>Detainee Grievances (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/griev.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/griev.pdf</a>)</p> <p>Diversity Training 4-ALDF-6A-08, 4-ALDF-7B-10</p> <p>Staff Detainee Communication (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/Staff_Detainee_Communication.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/Staff_Detainee_Communication.pdf</a>)</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COIR</p>	<ul style="list-style-type: none"> <li>Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>Periodic reviews in accordance with the attached performance monitoring tool</li> <li>Monthly review of corrective action plan results.</li> <li>Ad-hoc reviews as needed</li> <li>CDRs</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)</p>	<p>A rating of Deficient on any two of the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>
<p><b>Safety and Sanitation (10%)</b> (Addresses the adequacy of fire safety programs, the control of dangerous materials, the general facility environment (including air quality, noise levels, and sanitation and hygiene programs), the adequacy of clothing and bedding, and from infectious diseases)</p>	<p>Environmental Health &amp; Safety (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/ehs/ehsfrom.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/ehs/ehsfrom.pdf</a>)</p> <p>Clothing and Bedding (ICE Standard) (<a href="http://www.ice.gov/doclib/partners/dro/opsmanual/clothing.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/clothing.pdf</a>)</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COIR</p>	<ul style="list-style-type: none"> <li>Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>Periodic reviews in accordance with the attached performance monitoring tool</li> <li>Monthly review of corrective action plan results.</li> <li>Ad-hoc reviews as needed</li> <li>CDRs</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)</p>	<p>A rating of Deficient on any two of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>



FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p align="center"><b>Services and Programs (10%)</b> (Addresses detainee security classification, religious practices, work assignments, availability of exercise programs, access to legal materials, access to legal representation, access to a telephone, the handling of detainee mail and other correspondence, and visitation privileges)</p>	Access to Legal Material (ICE Standard) ( <a href="http://www.ice.gov/doclib/partners/dro/opsman/ual/legal.pdf">http://www.ice.gov/doclib/partners/dro/opsman/ual/legal.pdf</a> )	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COIR	<ul style="list-style-type: none"> <li>Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>Periodic reviews in accordance with the attached performance monitoring tool</li> <li>Monthly review of corrective action plan results.</li> <li>Ad-hoc reviews as needed</li> <li>CDRs</li> </ul>	Performance fully complies with all elements of standard at a level no less than acceptable (See section 7 of the QASP)	A rating of Deficient on any two of the standards will result in a 10% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	Classification, Review, and Housing (ICE Standard) ( <a href="http://www.ice.gov/doclib/partners/dro/opsman/ual/classif.pdf">http://www.ice.gov/doclib/partners/dro/opsman/ual/classif.pdf</a> )				
	Detainee Mail & Correspondence (ICE Standard) ( <a href="http://www.ice.gov/doclib/partners/dro/opsman/ual/corrcsp.pdf">http://www.ice.gov/doclib/partners/dro/opsman/ual/corrcsp.pdf</a> )				
	Group Legal Representation (ICE Standard) ( <a href="http://www.ice.gov/doclib/partners/dro/opsman/ual/grplegal.pdf">http://www.ice.gov/doclib/partners/dro/opsman/ual/grplegal.pdf</a> )				
	Marriage Requests (ICE Standard) ( <a href="http://www.ice.gov/doclib/partners/dro/opsman/ual/marreq.pdf">http://www.ice.gov/doclib/partners/dro/opsman/ual/marreq.pdf</a> )				
	Non-Medical Emergency Escorted Trips (ICE Standard) ( <a href="http://www.ice.gov/doclib/partners/dro/opsman/ual/escort.pdf">http://www.ice.gov/doclib/partners/dro/opsman/ual/escort.pdf</a> )				
	Recreation (ICE Standard) ( <a href="http://www.ice.gov/doclib/partners/dro/opsman/ual/recreat.pdf">http://www.ice.gov/doclib/partners/dro/opsman/ual/recreat.pdf</a> )				

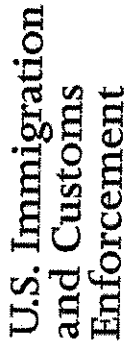
FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<b>Workforce Integrity (15%)</b> (Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems to report and address staff misconduct)	Religious Practices (ICE Standard) ( <a href="http://www.ice.gov/doclib/partners/dro/opsmanual/eloft.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/eloft.pdf</a> ) Telephone Access (ICE Standard) ( <a href="http://www.ice.gov/doclib/partners/dro/opsmanual/teleacc.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/teleacc.pdf</a> ) Voluntary Work Program (ICE Standard) ( <a href="http://www.ice.gov/doclib/partners/dro/opsmanual/work.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/work.pdf</a> ) Visitation Privileges (ICE Standard) ( <a href="http://www.ice.gov/doclib/partners/dro/opsmanual/visit.pdf">http://www.ice.gov/doclib/partners/dro/opsmanual/visit.pdf</a> )	Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COTR	<ul style="list-style-type: none"> <li>Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>Periodic reviews in accordance with the attached contract performance monitoring tool</li> <li>Monthly review of corrective action plan results.</li> <li>Ad-hoc reviews as needed</li> <li>CDRs</li> </ul>	Performance fully complies with all elements of standard at a level no less than acceptable (See section 7 of the QASP)	A rating of Deficient on any three of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.  A rating of At-Risk on any of the standards will result in a 15% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.
	Staff Background and Reference Checks (Contract) 4-ALDF-7B-03 Staff Misconduct 4-ALDF-7B-01 Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14 Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08				

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD	PERFORMANCE MEASURE	METHOD OF SURVEILLANCE	ACCEPTABLE QUALITY LEVEL	WITHHOLDING CRITERIA
<p align="center"><b>Detainee Discrimination (2.5%)</b> (Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability)</p>	<p>Discrimination Prevention 4-ALDF-6B-02-03</p>	<p>Performance measures are reflected in the monitoring instrument that accompanies each standard or in the supplemental performance monitoring tool issued by the COIR</p>	<ul style="list-style-type: none"> <li>• Annual review of facility using Detention Management Control Program (DCMP) procedures and based upon the performance standard</li> <li>• Periodic reviews in accordance with the attached performance monitoring tool (see attached)</li> <li>• Monthly review of corrective action plan results.</li> <li>• Ad-hoc reviews as needed</li> <li>• CDRs</li> </ul>	<p>Performance fully complies with all elements of standard at a level no less than acceptable (see Section 7 of the QASP)</p>	<p>A rating of Deficient on the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p> <p>A rating of At-Risk on any of the standards will result in a 2.5% withholding in the monthly invoiced per-diem day rate until compliance with the standard is established.</p>

## QUASP Attachment 2 - Contract Discrepancy Report

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

# QUASP Attachment 3 – Performance Monitoring Tool



## Detention and Removal Operations

### Performance Monitoring Tool

Facility Name: \_\_\_\_\_ Month/Year: \_\_\_\_\_

Frequency		DETEENTION STANDARD	Rating A/D/R	Corrective Action Required / Comments	Due Date
D	W M O				
		<b>1. Admission and Release</b>			
		A. ICE information is available for initial classification			
		B. Medical screening taking place within timeframes			
		C. Inventory detainee personal effects			
		D. Detainee funds accountability in place for admin/release			
		E. All visual searches documented and are not routine in procedure			
		F. Appropriate clothing and bedding issued			
		G. Orientation material in English, Spanish or most prevalent second language			
		<b>2. Detainee Classification System</b>			
		A. All detainees classified appropriately upon arrival			
		B. Reassessment and reclassification process in place			
		C. Housing assignments are based upon classification			
		D. Work assignments are based upon classification system			
		E. Detainees are assigned color coded uniforms/wrist bands to reflect classification level			
		<b>3. Contraband</b>			
		A. Policy in place for handling contraband			
		B. Contraband disposed of properly and documented			
		C. Facility staff make a concerted effort to control			

contraband		DETECTION STANDARD	Rating A/D/R	Corrective Action Required/ Comments	Due Date
D	M				
		<b>4. Correspondence and Other Mail</b>			
		A. Incoming mail screened and delivered daily			
		B. Outgoing mail screened for contraband			
		C. Legal mail opened in front of detainee			
		D. Incoming funds processed properly			
		E. Rules for correspondence and other mail posted in housing unit or common areas, and detainee handbook			
		F. Facility has a system for detainees to purchase stamps			
		G. SMU has same correspondence privileges as general population			
		<b>5. Detainee Handbook</b>			
		A. Staff aware of handbook contents and follow procedures			
		B. Available in both English and Spanish and/or second most prevalent language			
		C. Handbook is updated as necessary			
		D. Orientation material available to illiterate detainees			
		<b>6. Detention Files</b>			
		A. Detention file created for each new arrival			
		B. Detention files contain documents generated during custody			
		C. Detention files maintained in a secure area			
		<b>7. Disciplinary Policy</b>			
		A. Rules of conduct/sanctions provided in writing			
		B. Incident reports investigated within 24 hours			
		C. Disciplinary panel adjudicate infractions			
		D. Disciplinary sanctions are in accordance with standards			



D	W	M	Q	DEFENTION STANDARDS	Rating A/D/R	Corrective Action Required/ Comments	Due Date
				<b>10. Non-Medical Emergency Escorted Trips</b>			
			A.	The Field Office Director considers and approves, on a case-by-case basis, trips to visit an immediate family member in accordance with standards			
				<b>11. Security Inspections</b>			
			A.	Staff are required to conduct security check of assigned areas			
			B.	All visitors officially recorded in a visitor log book			
			C.	Front entrance staff inspect ID of everyone entering/exiting			
			D.	Maintain a log of all incoming and departing vehicles			
			E.	Housing unit searches occur at irregular times			
			F.	Area searches documented in log book			
			G.	Daily/Monthly fence checks completed and logged			
			H.	Facility administrator or designee and department heads visit housing units and activity areas weekly			
			I.	Officers monitor all vehicular traffic entering and leaving the facility			
			J.	The facility has a written policy and procedures to prevent the introduction of contraband into the facility or any of its components			
			K.	Security officer posts located in or immediately adjacent to detainee living areas to permit officers to see or hear and respond promptly to emergency situations. Personal contact and interaction between staff and detainees is required and facilitated			
			L.	Daily procedures include: perimeter alarm system tests; physical checks of the perimeter fence; documenting the results			



D	W	M	Q	DETENTION STANDARDS	Rating A/D/R	Corrective Action Required/ Comments	Due Date
			M.	Tools being taken into the secure area of the facility are inspected and inventoried			
				<b>12. Food Service</b>			
			A.	Appropriate security measures for sharps are in place			
			B.	Appropriate food temperatures are maintained for both hot and cold food			
			C.	Food Service department maintained at a high level of sanitation			
			D.	Detainees receive safety and appropriate equipment training prior to beginning work in department			
			E.	A minimum of two hot meals served daily			
			F.	Facility has a standard 35 day cycle menu			
			G.	A registered dietician conducts nutritional analysis			
			H.	All menu changes documented			
			I.	Common fare menu for authorized detainees			
			J.	Weekly inspections conducted and documented			
				<b>13. Funds and Personal Property</b>			
			A.	Inventory personal property/funds is maintained			
			B.	Funds/valuables documented on receipt			
			C.	Detainees property searched for contraband			
			D.	Staff forward arriving detainees medication to medical staff			
			E.	Detainee funds are deposited into the cash box			
			F.	Staff secure every container used to store property with a tamper-proof numbered strap			
			G.	Quarterly audits of detainee baggage & luggage are conducted, verified, and logged			
D	W	M	Q	DETENTION STANDARDS	RATING A/D/R	Corrective Action Required/ Comments	Due Date

				<b>14. Detainee Grievance Procedures</b>			
				A. Grievance procedures in place			
				B. Staff awareness of procedures for emergency grievances			
				C. Grievance log is utilized			
				D. Staff forward any grievances alleging staff misconduct to ICE			
				E. Informal resolution to a detainee grievance documented in detention file			
				<b>15. Hold Rooms in Detention Facilities</b>			
				A. Detainees are not held in hold rooms longer than 12 hours			
				B. All detainees pat searched prior to placement in hold room			
				C. Maintain detention log for each detainee in hold room			
				D. Written evacuation plan posted for each hold room			
				E. Hold rooms contain sufficient seating for the number of detainees held			
				F. No bunks/cots/beds or other related make shift sleeping apparatuses are permitted inside hold rooms			
				G. Male and females are segregated from each other at all times			
				H. Detainees are provided with basic personal hygiene items such as water, soap, toilet paper, cups for water, feminine hygiene items, diapers and wipes			
				I. Officers closely supervise the detention hold rooms. Hold rooms are irregularly monitored every 15 minutes			
				<b>16. Hunger Strikes</b>			
				A. Procedures for referring detainee to medical if			

D	M	Q	Rating A/D/R	Corrective Action Required / Comments	Due Date
				verbally refused or observed refusing to eat beyond 72 hours	
				<b>DEFENTION STANDARDS</b>	
		B.		Staff receive training in identification of hunger strike	
		C.		Process for determining reason for hunger strike	
				<b>17. Key and Lock Control</b>	
		A.		Maintain inventories of all keys/locks/locking devices	
		B.		Emergency keys are available for all areas of the facility	
		C.		Chit system used to issue security equip./keys/radios	
		D.		Policy regarding restricted keys present and followed by staff	
		E.		Facility has a key accountability policy and procedures to ensure key accountability. The keys are physically counted daily	
		F.		Locks and locking devices are continually inspected, maintained, and inventoried	
				<b>18. Access to Legal Material</b>	
		A.		Adequate equipment is available for detainees	
		B.		Legal materials/law library current and available for detainees	
		C.		Detainee access provided to include SMU	
		D.		Denials documented	
		E.		Schedule for use implemented 5 hours weekly per detainee	
		F.		Access to legal material within 24 hours of written request	
		G.		Indigent detainees provided free stamps/envelopes for legal matters	
				<b>19. Group Presentations on Legal Rights</b>	

				Rating A/D/R	Corrective Action Required / Comments	Due Date
H.		ICE/DRO approved videos played for all incoming detainees				
I.		Posters announcing presentation appear in common areas at least 48 hours prior to presentation				
	<b>D</b>	<b>M</b>	<b>O</b>	<b>DETENTION STANDARDS</b>		
J.		Detainees in SMU receive separate presentation				
K.		Facility ensures adequate presentations so all detainees wanting to attend have the opportunity				
	<b>20. Marriage Requests</b>					
A.		Marriage written requests approved by FOD				
	<b>21. Medical Care</b>					
A.		Intake process includes medical and mental health screening				
B.		Sick call procedures established				
C.		Adequate medical staff available proportionate to population				
D.		Pharmaceuticals stored in a secure area				
E.		All detainees receive physical examination/assessment within 14 days of arrival				
F.		Sick call slips available in English, Spanish and/or most prevalent second language				
G.		The facility has a written plan for 24 hour emergency health care when no medical staff are on-duty or when immediate outside medical attention is required				
H.		Medical records are available and transferred with the detainee				
I.		Records are maintained of medication distribution				
J.		All sharps are under strict control and accountability				
K.		A sharps container is used to dispose of used sharps				
L.		The medical department is maintained at a high level				

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D	W	M	T	W	R	S	of sanitation	Rating A/D/R	Corrective Action Required / Comments	Due Date
							<b>22. Issuance and Exchange of Clothing, Bedding, and Towels</b>			
							A. Clothing provided upon intake and exchanged weekly			
							<b>DETTENTION STANDARDS</b>			
							B. Sheets and towels exchanged weekly			
							C. Climate appropriate clothing issued and maintained in good repair			
							D. Facility provides and replenishes personal hygiene items as needed, at no cost to detainee			
							E. Showers operate between 100 degrees and 120 degrees			
							F. Showers meet ADA standards and requirements			
							G. Food Service detainee volunteers exchange garments daily			
							<b>23. Population Counts</b>			
							A. Staff conduct formal count at least once per 8 hour shift/ 3x per day			
							B. At least two officers participate in count for each area			
							C. Recount conducted when incorrect count is reported			
							D. Face to photo count conducted as necessary			
							E. Each detainee positively identified during count			
							<b>24. Post Orders</b>			
							A. Every post has a post order, current & signed by the facility administrator			
							B. Housing unit officers record all detainee activity in a log			
							C. Supervisor visits each housing area once per shift			
							D. Staff sign post orders, regardless of whether the assignment is temporary, permanent, or due to an			

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D	W	M	T	W	Th	F	Sa	Su	emergency	Rating	Corrective Action Required / Comments	Due Date
									E. Anyone assigned to an armed post qualifies with the post weapons before assuming post duty			
									<b>DETENTION STANDARDS</b>			
									<b>25. Recreation</b>			
									A. Outdoor/indoor recreation is provided			
									B. Access to recreation activities 1 hour x 5 days			
									C. Staff conduct daily searches of recreation areas			
									D. In unit sedentary activities are available			
									<b>26. Religious Practices</b>			
									A. Detainees are allowed to engage in religious services			
									B. Authorized religious items are allowed in detainee possession			
									<b>27. Special Management Unit (Administrative Segregation)</b>			
									A. Written order accompany detainee placed in SMU			
									B. SMU reviews are conducted in a timely manner (3,7,14,30,60)			
									C. Detainees in SMU have access to legal materials			
									D. Detainees in SMU retain visiting privileges			
									E. Maintain a permanent log regarding detainee related activities			
									F. SMU phone access same as general pop unless exception is made			
									G. Detainees in SMUs may shave and shower three times weekly and receive other basic services (laundry, hair care, barbering, clothing, bedding, linen) on the same basis as the general population			
									H. The facility administrator (or designee) visits each			

			SMU daily									
	I.	A health care provider visits every detainee in a SMU at least 3x week, and detainees are provided any medications prescribed for them										
	J.											
	K.											
	<b>DETENTION STANDARDS</b>											
	Detainees in the SMU are offered at least one hour of recreation per day, scheduled at a reasonable time, at least five days per week. Where cover is not provided to mitigate inclement weather, detainees are provided weather-appropriate equipment and attire											
	When a detainee has been held in Admin Segregation for more than 30 days, the facility administrator notifies the Field Office Director, who notifies the ICE/DRO Deputy Assistant Director, Detention Management Division											
	<b>28. Special Management Unit (Disciplinary Segregation)</b>											
A.	Written order accompany detainee placed in SMU											
B.	SMU reviews are conducted in a timely manner (3,7,14,30,60)											
C.	Admin SMU detainees enjoy same privileges as gen pop											
D.	Detainees in SMU have access to legal materials											
E.	Detainees in SMU retain visiting privileges											
F.	Maintain a permanent log regarding detainee related activities											
G.	Written order accompany detainee placed in disciplinary SMU											
H.	Detainees in disciplinary SMU have access to legal materials											
I.	Detainees in disciplinary SMU retain visiting privileges											
J.	Disciplinary SMU phone access limited to legal/consular calls											

D	W	M	Q		Rating A/D/R	Corrective Action Required / Comments	Due Date
				K.		Detainees in SMUs may shave and shower three times weekly and receive other basic services (laundry, hair care, barbering, clothing, bedding, linen) on the same basis as the general population	
						<b>DETENTION STANDARDS</b>	
				L.		The facility administrator (or designee) visits each SMU daily	
				M.		A health care provider visits every detainee in a SMU at least 3x week, and detainees are provided any medications prescribed for them	
				N.		Detainees in the SMU are offered at least one hour of recreation per day, scheduled at a reasonable time, at least five days per week. Where cover is not provided to mitigate inclement weather, detainees are provided weather-appropriate equipment and attire	
						<b>29. Staff-Detainee Communication</b>	
				A.		Housing unit rounds conducted daily by security staff.	
				B.		Housing unit rounds conducted daily by Deportation Staff	
				C.		Detainee requests answered within 72 hours	
				D.		ICE SDC visit schedules are posted in housing unit	
				E.		Request forms are available to detainees	
				F.		There is a secure box available for detainees to place requests in for ICE staff that is checked on a daily basis	
				G.		Unannounced ICE staff housing unit visits occur weekly	
				H.		Visiting staff observe, document and communicate current climate and conditions of confinement	
						<b>30. Suicide Prevention and Intervention</b>	
				A.		The facility has a written suicide prevention and intervention program approved and signed by the health	

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	D	W	M	Q	authority and facility administrator which is reviewed annually			Rating A/D/R	Corrective Action Required / Comments	Due Date
B.					Every new staff member receives suicide-prevention training. Suicide-prevention training occurs during the employee orientation program and annually thereafter					
C.					The facility has a designated and approved isolation room for evaluation and treatment					
<b>DETENTION STANDARDS</b>										
D.					Staff observes and documents the status of a suicide-watch detainee at least once every 15 minutes					
<b>31. Telephone Access</b>										
A.					Upon intake, detainees are made aware of phone policies					
B.					Out of order phones reported to service provider					
C.					Telephones inspected regularly by staff					
D.					Telephone access rules posted in each housing unit					
E.					The number for the ICE OIG is posted in housing units					
F.					The pro bono list is posted in housing units					
G.					Emergency phone call messages delivered to detainees					
H.					Special access calls are available to detainees					
I.					Notification of telephone monitoring posted by unit phones					
<b>32. Terminal Illness, Advanced Directives, and Death</b>										
A.					Detainees who are chronically or terminally ill are transferred to an appropriate off-site facility					
B.					The facility has written plans for addressing organ donations					
C.					There is a policy addressing Do Not Resuscitate Orders					
D.					The facility has written procedures detailing the proper notifications					



				Rating A/D/R	Corrective Action Required/ Comments	Due Date
C.		Transporting officers limit driving time to 10 hours in any 15 hour period when transporting detainees				
D.		Two officers with valid Commercial Drivers Licenses, (CDL's) required in any bus transporting detainees				
E.		Policies and procedures are in place addressing the use of restraining equipment on transportation vehicles				
<b>D</b>	<b>W</b>	<b>M</b>	<b>Q</b>	<b>DETENTION STANDARDS</b>		
F.		Vehicles have 2 way radios, cellular telephones, equipment boxes in accordance with the Use of Force standard				
G.		Vehicles have written contingency plans on board				
<b>36. Use of Force</b>						
A.		Policy governing immediate/calculated use of force				
B.		All use of force incidents documented and reviewed				
C.		Video tapes of incidents preserved/catalogued for 2 1/2 yrs				
D.		Detainee is seen by medical immediately after incident				
E.		Facility subscribes to prescribed confrontation avoidance procedures				
F.		Staff trained in use of force techniques				
G.		Appropriate procedures in place for using 4 point restraints				
H.		Medical staff consulted prior to deploying OC spray in calculated use of force situations				
I.		All electronic stun devices inventoried and used by facility must be approved by ICE National Firearms and Tactical Training Unit				
<b>37. Visitation</b>						
A.		Written visitation schedule posted and accessible to the public				

D	W	M	T	F	S	S	Rating A/D/R	Corrective Action Required/ Comments	Due Date



**Town of Farmville – ICE Facility**  
**TRANSPORTATION WORK ASSIGNMENT**

NAMES: \_\_\_\_\_

DATE: \_\_\_\_\_

HOURS: \_\_\_\_\_

MILEAGE: \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I \_\_\_\_\_ CERTIFY THAT THE

HOURS ON THIS SHEET ARE ACCURATE AND CORRECT.

TIME OF DEPARTURE \_\_\_\_\_ TIME OF RETURN \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SUPERVISOR'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



**Town of Farmville – ICE Facility: DROISA-08-0021  
May 9, 2008**

**Staffing Post Plan**

**PURPOSE**

To establish guidelines for staffing needs within the Town of Farmville—ICE Facility, by department, to ensure adequate coverage is provided to operate the Facility at maximum efficiency. To provide coverage for time off to allow staff job training, personal time off, and unexpected absenteeism.

**POLICY**

It is the policy of the Town of Farmville—ICE Facility to ensure that the facility is being managed and supported by a well trained staff at all times. The planned staffing levels will ensure all requirements for the safety and security of the detainees is met on a daily basis and will allow for training and planned as well as unplanned absenteeism.

**PROCEDURES**

The Town of Farmville-ICE Facility will utilize the following work schedule to operate the facility.

**Administration**

- A. Split Shifts are worked by the Receptionist and the Induction Assistant.
  - 1. For these positions, one employee works Sunday to Thursday, and the other employee works Tuesday to Saturday.
  - 2. The overlap during the middle of the week allows for training, personal time off, and administrative coverage in other areas of the facility if needed.
- B. Work Week
  - 1. The Administration's routine work week will be Monday to Friday for the Department Head, HR Training Supervisor, HR Administrative Assistant and Life Skills Coach.

- a. These individuals may switch a day during the week for a Saturday or Sunday, if work with the detainee is required during the weekend.
  - b. The Department Head is always on call.
2. See the attached "Shift Staffing Report" for more details on the Administration's work week.

### Security

- A. Split Shifts are worked by the Watch Commander, Security Supervisors, Officers and Stationary Guards.
- B. Work Week
  1. A routine Monday to Friday work week is the norm for the Department Head, but this individual is always on call.
  2. See the attached "Shift Staffing Report" for more details on the Security's work week.

### Medical

- A. Split Shifts are worked by the Shift LPNs and the Shift Certified Nursing Assistants.
- B. Work Week
  1. A routine Monday to Friday work week is the norm for the Department Head, Doctor and LPN supervisor.
    - a. The Department Head and the Doctor are always on call.
  2. See the attached "Shift Staffing Report" for more details on the Medical's work week.

### Support

- A. Maintenance Staff works a regular weekly schedule as well as Split Shifts.
  1. Maintenance Staff on the 'Day Shift' typically Monday to Friday but may switch days if weekend work provides a better opportunity for repairs.
  2. The Evening shift staff works a 'split week' to provide coverage during the weekend.
- B. A routine Monday to Friday work week is the norm for the Department Head, Maintenance Supervisor and Grounds Keepers.
  1. These individuals may work on weekends, if needed.
    - a. The Department Head is always on call.
- C. The Kitchen Staff works a split shift, as does the Kitchen Supervisor.
- D. Work Week
  1. The attached "Shift Staffing Report" will provide details on the Support Staff's work week.

Accounting and IT Support

- A. A routine Monday to Friday work week is the norm for the CFO and Accounting Staff and IT Staff, but these individuals may work weekends when needed.
  - a. The Accountants provide back up to each other and provide coverage while the each other is out of the office.
  - b. The IT staff provides back up for each other and provides coverage while the each other is out of the office.

Director of Facilities Management

- A. A routine Monday to Friday work week is the norm for the Director of Facilities Management, but this individual may work weekends, when needed.

Director of Communications

- A. A routine Monday to Friday work week is the norm for the Director of Communications, but this individual may work weekends, when needed.



# The Town of Farmville- ICE Facility

## Organization Structure

### Job Titles and Description of Duties

<u>Department</u>	<u>Position</u>	<u>Duties</u>
	Chief Operations Officer Quality Control Officer	Ultimate responsibility for Compliance to ICE Guidelines, Operations and Financial Issues related to operating the facility Chief compliance officer responsible for developing and monitoring quality control for all areas of facility
Administration	Dept. Head - Administration Receptionist Induction Agent/Video Coordinator Records Clerk Commissary Clerk Life Skills Coach HR- Training Supervisor HR- Admin Assistant	Responsible for daily administrative and operations duties and serves as immediate supervisor for Dept Heads Responsible for welcoming guest, residents and assist with other administrative task Responsible for induction paperwork for detainees and coordination/operation of video conferencing when needed Responsible for tracking all individual records for the detainees including funds they bring to site as well as time as a detainee Responsible for commissary sales and inventory tracking of supplies for the commissary Plan and supervise recreational activities for residents. Work with Local groups to provide life skill programs Responsible for development and implementation of training programs as well as required certification Responsible for daily guidance on HR issues and assist other administrative positions
Security	Dept. Head- Security Shift Watch Commander Shift Supervisor Shift Officers Stationary Guards	Responsible for oversight of security staff and stationary guards Supervise Supervisors and fill in for Supervisors as needed. Supervise Officers and fill in for Officers as needed Immediate supervision of detainees Immediate supervision of detainees during transportation or other offsite trips
Medical	Dept. Head Doctor LPN Supervisor Shift LPN Shift Certified Nursing Assistant	Responsible for all phases of medical support for facility Provide medical treatment to residents Provide supervision to Shift LPN and fill in for any nursing position if necessary Provide leadership and support to Certified Nursing Assistants as they provide health care to residents Provide medical treatment to residents as directed by Physician and LPNs
Support Services	Dept. Head - Support Services Kitchen Manager Kitchen Supervisor Kitchen Staff Maintenance Supervisor Maintenance Workers Grounds Keeper Housekeeping	Responsible for Food Services and maintenance of the facility and grounds Plan menus, order food and supervise kitchen staff Supervise kitchen staff in absence of Kitchen Manager Prepare and serve meals to residents, 3 meals per day. Supervise maintenance workers and ensure physical plant is operating at top efficiency Repair items as needed Maintain grounds and assist Maintenance as needed General cleaning of building's interior
Accounting and IT	CFO Accountant IT System and Desk Top support	Responsible for all accounting duties and financial reporting needs of the government Responsible for daily accounting duties related to AR, AP and monthly/annual financial reporting Provide network and desk top support
Facilities Management	Director	Responsible for facilities maintenance, upgrades and expansion
Community Relations	Director	Responsible for all external communication and government relations

The Town of Farmville- ICE Facility  
 Organization Structure  
 Staffing Post Plan

Salaries based on www.Salary.com for Farmville, Va.

See Detail work schedule in Volume I, Attachment VI - Staffing

Department	Position	Total Compensation	Work Days (b)(7)(e) /wk	Split Shifts Yes	Weekends On Call Yes	Annual Salary	Hourly Rate if applicable	Labor Standards (b)(7)(e)	Labor Std. Classification
	Chief Operations Officer		5		Yes	150,000.00			
	Quality Control Officer		5		Yes	75,000.00			
Administration									
	Dept. Head - Administration		5		Yes	80,000.00			
	Receptionist		5			29,499.00			Receptionist
	Induction Agent/Video Coordinator		5	Yes		35,670.00			General Clerk III
	Records Clerk		5			35,670.00			General Clerk III
	Commissary Clerk		5			35,670.00			General Clerk III
	Life Skills Coach		5		Yes	45,391.00			
	HR- Training Supervisor		5		Yes	55,611.00			
	HR- Admin Assistant		5		Yes	48,621.00			
Security									
	Dept. Head- Security		5		Yes	75,000.00			
	Shift Watch Commander		5	Yes		45,000.00			Corrections Officer
	Shift Supervisor		5	Yes		37,000.00			Corrections Officer
	Shift Officers		5	Yes		32,000.00			Guard II
	Stationary Guards		5	Yes		32,000.00			Guard II
Medical									
	Dept. Head		5		Yes	75,000.00			
	Doctor		5		Yes	179,975.00			
	LPN Supervisor		5		Yes	39,086.00			LPN II
	Shift LPN		5	Yes		39,086.00			LPN II
	Shift Certified Nursing Assistant		5	Yes		26,014.00			Nursing Assistant III
Support Services									
	Dept. Head - Support Services		5		Yes	75,000.00			
	Kitchen Manager		5		Yes	48,193.00			
	Kitchen Supervisor		5	Yes		34,234.00			
	Kitchen Staff		5	Yes		21,164.00			Food Service Worker
	Maintenance Supervisor		5		Yes	54,705.50			
	Maintenance Workers		5	Yes	Yes	35,387.00			General Maintenance Worker
	Grounds Keeper		5		Yes	29,170.00			Laborer - Grounds Maintenance
	Housekeeping		5	Yes		21,166.00			Janitor
Accounting and IT									
	CFO		5		Yes	90,000.00			
	Accountant		5		Yes	53,913.00			Accounting Clerk III
	IT System and Desk Top support		5		Yes	66,837.00			Computer Analyst II
Facilities Management									
	Director					50,000.00			
Community Relations									
	Director					25,000.00			
	<b>TOTAL</b>								

# Town of Farmville - ICE Facility

Staffing Post Plan- per Shift

## ADMINISTRATION

Day Shift            8AM -4PM  
 Evening Shift      4PM-12AM  
 Night Shift        12AM-8AM

### DAY SHIFT

#### Team A

Position	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Receptionist	(b)(7)(e)						
Receptionist							
Receptionist							
Induction Agent							
Induction Agent							
Records Clerk							
Records Clerk							
Commissary Clerk							
Commissary Clerk							
Commissary Clerk							

Total Team A

#### Team B

Position	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Receptionist	(b)(7)(e)						
Induction Agent							
Induction Agent							
Records Clerk							
Commissary Clerk							

Total Team A

Total Shift

### EVENING SHIFT

#### Team A

Position	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Receptionist	(b)(7)(e)						
Induction Agent							
Induction Agent							
Records Clerk							
Commissary Clerk							

Total Team A

**Team B**

<u>Position</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Receptionist	(b)(7)(e)						
Induction Agent							
Induction Agent							
Records Clerk							
Commissary Clerk							

Total Team A

Total Shift

**NIGHT SHIFT**

**Team A**

<u>Position</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Receptionist							
Induction Agent							
Induction Agent							
Records Clerk							
Commissary Clerk							

Total Team A

0 0 0 0 0 0 0

**Team B**

<u>Position</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Receptionist	(b)(7)(e)						
Induction Agent							
Induction Agent							
Records Clerk							
Commissary Clerk							

Total Team A

Total Shift

TOTAL STAFF

# Town of Farmville - ICE Facility

Staffing Post Plan- per Shift

## SECURITY DEPARTMENT

Day Shift            8AM -4PM  
Evening Shift        4PM-12AM  
Night Shift           12AM-8AM

### DAY SHIFT

#### Team A

<u>Position</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Watch Commander	(b)(7)(e)						
Shift Supervisor							
Shift Supervisor							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							

Total Team A

#### Team B

<u>Position</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Watch Commander	(b)(7)(e)						
Shift Supervisor							
Shift Supervisor							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							

Total Team B

Total Shift

### EVENING SHIFT

#### Team A

<u>Position</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Watch Commander	(b)(7)(e)						
Shift Supervisor							
Shift Supervisor							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							

Total Team A

**Team B**

<u>Position</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Watch Commander	(b)(7)(e)						
Shift Supervisor							
Shift Supervisor							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Total Team B	-						
Total Shift	-						

**Night Shift**

**Team A**

<u>Position</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Watch Commander	(b)(7)(e)						
Shift Supervisor							
Shift Supervisor							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Total Team A							

**Team B**

<u>Position</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Watch Commander	(b)(7)(e)						
Shift Supervisor							
Shift Supervisor							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Officer							
Total Team B							
Total Shift							
TOTAL Dept.							

# Town of Farmville - ICE Facility

Staffing Post Plan- per Shift

## MEDICAL DEPARTMENT

Day Shift            8AM -4PM  
 Evening Shift      4PM-12AM  
 Night Shift        12AM-8AM

### DAY SHIFT

#### Team A

Position	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Doctor	(b)(7)(e)						
LPN Supervisor							
LPN							
Certified Nursing Assistant							
Certified Nursing Assistant							
Certified Nursing Assistant							
Certified Nursing Assistant							

Total Team A

#### Team B

Position	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Doctor	(b)(7)(e)						
LPN Supervisor							
LPN							
Certified Nursing Assistant							
Certified Nursing Assistant							
Certified Nursing Assistant							
Certified Nursing Assistant							

Total Team B

Total Shift

### EVENING SHIFT

#### Team A

Position	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Doctor	(b)(7)(e)						
LPN Supervisor							
LPN							
LPN							
Certified Nursing Assistant							
Certified Nursing Assistant							
Certified Nursing Assistant							
Certified Nursing Assistant							

Total Team A

**Team B**

Position

Doctor  
LPN Supervisor  
LPN  
LPN  
Certified Nursing Assistant  
Certified Nursing Assistant  
Certified Nursing Assistant  
Certified Nursing Assistant

Sunday  
(b)(7)(e)

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

Total Team B

Total Shift

**NIGHT SHIFT**

**Team A**

Position

Doctor  
LPN Supervisor  
LPN  
LPN  
Certified Nursing Assistant  
Certified Nursing Assistant  
Certified Nursing Assistant

Sunday  
(b)(7)(e)

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

Total Team A

**Team B**

Position

Doctor  
LPN Supervisor  
LPN  
LPN  
Certified Nursing Assistant  
Certified Nursing Assistant  
Certified Nursing Assistant

Sunday  
(b)(7)(e)

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

Total Team B

Total Shift

TOTAL STAFF



# Town of Farmville - ICE Facility

Staffing Post Plan- per Shift

## SUPPORT SERVICES-MAINTENANCE

Day Shift            8AM -4PM  
 Evening Shift      4PM-12AM  
 Night Shift         12AM-8AM

### DAY SHIFT

#### Team A

<u>Position</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Maintenance Supervisor	(b)(7)(e)						
Maintenance Worker							
Maintenance Worker							
Maintenance Worker -Admin							
Grounds Keeper							
Grounds Keeper							
Housekeeping							
Housekeeping							
Housekeeping- Admin							

Total Team A

#### Team B

<u>Position</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Maintenance Supervisor	(b)(7)(e)						
Maintenance Worker							
Maintenance Worker							
Grounds Keeper							
Grounds Keeper							
Housekeeping							
Housekeeping							

Total Team B

Total Shift

### EVENING SHIFT

#### Team A

<u>Position</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Maintenance Supervisor	(b)(7)(e)						
Maintenance Worker							
Maintenance Worker							
Grounds Keeper							
Grounds Keeper							
Housekeeping							
Housekeeping							
Housekeeping- Admin							
Housekeeping- Admin							

Total Team A

**Team B**

<u>Position</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Maintenance Supervisor	(b)(7)(e)						
Maintenance Worker							
Maintenance Worker							
Grounds Keeper							
Grounds Keeper							
Housekeeping							
Housekeeping							

Total Team B

Total Shift

**NIGHT SHIFT**

**Team A**

<u>Position</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Maintenance Supervisor	(b)(7)(e)						
Maintenance Worker							
Maintenance Worker							
Grounds Keeper							
Grounds Keeper							
Housekeeping							
Housekeeping							

Total Team A

**Team B**

<u>Position</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Maintenance Supervisor	(b)(7)(e)						
Maintenance Worker							
Maintenance Worker							
Grounds Keeper							
Grounds Keeper							
Housekeeping							
Housekeeping							

Total Team B

Total Shift

TOTAL STAFF

# Town of Farmville - ICE Facility

Staffing Post Plan- per Shift

## SUPPORT SERVICES-KITCHEN

**3:00 AM to 11:00 AM**

**Team A**

Position	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Kitchen Manager	(b)(7)(e)						
Kitchen Manager							
Kitchen Staff Supervisor							
Kitchen Staff							
Kitchen Staff							
Kitchen Staff							

Total Team A

**Team B**

Position	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Kitchen Manager	(b)(7)(e)						
Kitchen Manager							
Kitchen Staff Supervisor							
Kitchen Staff							
Kitchen Staff							
Kitchen Staff							

Total Team B

Total Shift

**5:00 AM to 1:00 AM**

**Team A**

Position	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Kitchen Manager	(b)(7)(e)						
Kitchen Manager							
Kitchen Staff Supervisor							
Kitchen Staff							
Kitchen Staff							
Kitchen Staff							

Total Team A

**Team B**

Position	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Kitchen Manager	(b)(7)(e)						
Kitchen Manager							
Kitchen Staff Supervisor							
Kitchen Staff							
Kitchen Staff							
Kitchen Staff							

Total Team B

Total Shift

7:00 AM to 3:00 AM

**Team A**

<u>Position</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Kitchen Manager	(b)(7)(e)						
Kitchen Manager							
Kitchen Staff Supervisor							
Kitchen Staff							

Total Team A

**Team B**

<u>Position</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Kitchen Manager	(b)(7)(e)						
Kitchen Manager							
Kitchen Staff Supervisor							
Kitchen Staff							

Total Team B

Total Shift

11:00 AM to 7:00 AM

**Team A**

<u>Position</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Kitchen Manager	(b)(7)(e)						
Kitchen Manager							
Kitchen Staff Supervisor							
Kitchen Staff							
Kitchen Staff							
Kitchen Staff							

Total Team A

**Team B**

<u>Position</u>	<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
Kitchen Manager	(b)(7)(e)						
Kitchen Manager							
Kitchen Staff Supervisor							
Kitchen Staff							
Kitchen Staff							
Kitchen Staff							

Total Team B

Total Shift

TOTAL STAFF

**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

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

Shirley F. Ebbesen  
Director

Division of Wage  
Determinations

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

Wage Determination No.: 2008-0334

Revision No.: 1

Date of Last Revision: 09/26/2008

State: Virginia

Area: Virginia County of Cumberland

Employed on U.S. Department of Homeland Security contract (IGA) for prisoner detention services between

United States Immigration and Customs Enforcement and Prisoner Operations Division, Cumberland County Town of Farmville, VA.

The wage rates and fringe benefits paid by above company are hereby adopted as prevailing.

NOTE: Under Section 2(b)(1) of the Service Contract Act no employees shall be paid less than the minimum wage specified by Section 6(a)(1) of the Fair Labor Standards Act; \$6.55 per hour, effective July 24, 2008.

**\*\* 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.

within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

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

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

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

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

and/or fringe benefits which shall be retroactive to the date such class of employees commenced Contract/IGSA work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this Contract/IGSA is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished there under to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division, Employment Standards Administration of the Department of Labor as provided in such Act.

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

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

(2) If this Contract/IGSA succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this Contract/IGSA setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this Contract/IGSA shall pay any service employee performing any of the Contract/IGSA work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this Contract/IGSA may be relieved of the foregoing obligation unless the limitations of Sec. 4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in Sec. 4.10 of 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in Sec. 4.11 of 29 CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for



services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor Contract/IGSA was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the Contract/IGSA or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a Contract/IGSA or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

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

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

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

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

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

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

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

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage

determination attached to this Contract/IGSA but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in Paragraph (b) (2) (ii) of this section shall be deemed to be such a list.

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

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

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

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

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

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

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

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

The following classes of service employees expected to be employed under the Contract/IGSA with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee class	wage-fringe benefit
GS-05	\$13.83 (As of Dec 07)
GS-07	\$17.83 (As of Dec 07)

Search current rates at <http://www.opm.gov/oca/08tables/>

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

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

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

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

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

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

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

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

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

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

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

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program

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

(q) Where an employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips, the amount of tips received by the employee may be credited by the employer against the minimum wage required by Section 2(a)(1) or 2(b)(1) of the Act to the extent permitted by section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. To utilize this 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

(1) (1), (2)..... 1215-0150  
(q) (3)..... 1215-0017

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

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 09/22/2008		5. PROJECT NO. (if applicable)	
6. ISSUED BY ICE/DM/DC-DC		7. ADMINISTERED BY (if other than Item 6) ICE/DM/DC-DC		CODE ICE/DM/DC-DC	
ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536			ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 425 I Street NW, Suite 2208 Washington DC 20536		
8. NAME AND ADDRESS OF CONTRACTOR (no. street, county, State and ZIP Code)  FARMVILLE TOWN OF P O BOX 368 FARMVILLE VA 239010368			9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)		
CODE 0401562180000 FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-08-0021/		
			10B. DATED (SEE ITEM 11) 09/22/2008		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 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: 040156218  
 FIELD POC: (b)(6), (b)(7)(c)  
 (b)(6), (b)(7)(c)  
 Program POC: (b)(6), (b)(7)(c)  
 (b)(6), (b)(7)(c)  
 OAQ POC: (b)(6), (b)(7)(c) Contracting Officer, 202-616-(b)(6), (b)(7)(c)  
 (b)(6), (b)(7)(c) Contract Specialist, 202-514 (b)(6), (b)(7)(c)

The purpose of this modification is to change ARTICLE I: Section C: The detainee daily rate is TBD. To: The detainee daily rate is \$62.83. This will also modify ARTICLE XI:  
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.

(b)(6), (b)(7)(c)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6), (b)(7)(c)
Town Mgr 16C. DATE SIGNED 9/24/08	16C. DATE SIGNED 25 Sept 08

Previous edition unusable

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-08-0021//P00001

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
FARMVILLE TOWN OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Section B: The detainee day rate is TBD. To: The detainee day rate is \$62.83.  After completion and approval of the facility, another Task Order will be issued with funding for the bed days. Period of Performance: 09/22/2008 to 09/30/2009				



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   4
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 11/05/2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 900 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 900 Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FARMVILLE TOWN OF P O BOX 368 FARMVILLE VA 239010368		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0401562180000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-08-0021/	
		10B. DATED (SEE ITEM 11) 09/22/2008	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

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

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

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

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

DUNS Number: 040156218  
 FIELD POC: (b)(6), (b)(7)(c)  
 (b)(6), (b)(7)(c)  
 (b)(6), (b)(7)(c)  
 (b)(6), (b)(7)(c)  
 (b)(6), (b)(7)(c)  
 COTR: (b)(6), (b)(7)(c)  
 OAQ POC: (b)(6), (b)(7)(c) Contracting Officer, 202-732-(b)(6), (b)(7)(c)  
 (b)(6), (b)(7)(c) Contract Specialist, 202-732 (b)(6), (b)(7)(c)

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6), (b)(7)(c)
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. DATE SIGNED 6 NOV 08	

NSN 7540-01-152-8070  
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR  
FARMVILLE TOWN OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to change ARTICLE XII: Section B: Invoicing and to Appoint a Contracting Officer's Technical Representative (COTR).</p> <p>A.</p> <p style="padding-left: 20px;">From:</p> <p style="padding-left: 40px;">Invoicing: The Service Provider shall submit an original itemized invoice containing the following information: the name and address of the facility; the name of each ICE detainee; detainee's A-number; specific dates of detention for each detainee; the total number of detainee days; the daily rate; the total detainee days multiplied by the daily rate; an itemized listing of all other charges; and the name, title, address, and phone number of the local official responsible for invoice preparation. For stationary guard services, the itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the detainee(s) that was guarded. The Service Provider shall submit monthly invoices within the first ten (10) working days of the month following the calendar month when it provided the services, to:</p> <p style="padding-left: 40px;">Department of Homeland Security ATTN: Immigration and Customs Enforcement Contracting Officer's Technical Representative (COTR) 2675 Property Avenue Fairfax, Va. 22031</p> <p style="padding-left: 40px;">Phone: 703-285-(b)(6), (b)(7)(c) Fax: 703-285-6236</p> <p style="padding-left: 20px;">To:</p> <p style="padding-left: 40px;">B. Invoicing - The Service Provider shall submit an original monthly itemized invoice within the first ten (10) working days of the month following the calendar month when it provided the services via one of the following three methods:</p> <p style="padding-left: 40px;">a. By mail: DHS, ICE Burlington Finance Center Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-08-0021//P00002

PAGE OF  
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NAME OF OFFEROR OR CONTRACTOR  
FARMVILLE TOWN OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>P.O. Box 1620 Williston, VT 05495-1620 Attn: (example) ICE-DRO-FOD-Atlanta Invoice</p> <p>b. By facsimile (fax): (include a cover sheet with point of contact &amp; # of pages) 802-288-7658</p> <p>c. By e-mail: (b)(6), (b)(7)(c) @dhs.gov</p> <p>Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<a href="http://www.ccr.gov">http://www.ccr.gov</a>) prior to award and shall be notated on every invoice submitted to ICE on or after Month XX, 2008 to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.</p> <p>Each invoice submitted shall contain the following information:</p> <ul style="list-style-type: none"> <li>a. the name and address of the facility;</li> <li>b. Invoice date and number;</li> <li>c. Agreement number, line item number and, if applicable, the Task order number;</li> <li>d. Terms of any discount for prompt payment offered;</li> <li>e. Name, title, and phone number of person to notify in event of defective invoice;</li> <li>f. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this Agreement. (See paragraph 1 above.)</li> <li>g. the total number of residential/detainee days;</li> <li>h. the daily rate;</li> <li>i. the total residential/detainee days multiplied by the daily rate;</li> <li>j. the name of each ICE resident/detainee;</li> <li>k. resident's/detainee's A-number;</li> <li>l. specific dates of detention for each resident/detainee;</li> <li>m. an itemized listing of all other charges;</li> <li>n. For stationary guard services, the itemized monthly invoice shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the resident(s)/detainee(s) that was guarded.</li> </ul> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-08-0021//P00002

PAGE OF  
4 4

NAME OF OFFEROR OR CONTRACTOR  
FARMVILLE TOWN OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Items a. through i. above must be on the cover page of the invoice. Invoices without the above information may be returned for resubmission.</p> <p>B. The Contracting Officer's Technical Representative (COTR) will be Jose Barr.</p> <p>(b)(6), (b)(7)(c)</p> <p>2675 Prosperity Avenue Fairfax, Virginia 22031 703-285-(b)(6), (b)(7)(c)</p> <p>Period of Performance: 09/30/2008 to 09/30/2009</p>				

2. AMENDMENT/MODIFICATION NO. P00003 3. EFFECTIVE DATE 12/04/2008 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (if applicable)

6. ISSUED BY CODE ICE/DM/DC-DC 7. ADMINISTERED BY (if other than Item 6) CODE ICE/DM/DC-DC  
 ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 900 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FARMVILLE TOWN OF P O BOX 368 FARMVILLE VA 239010368  
 9A. AMENDMENT OF SOLICITATION NO. (x)  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-08-0021/ (x)  
 10B. DATED (SEE ITEM 11) 09/22/2008  
 CODE 0401562180000 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 DUNS Number: 040156218  
 FIELD POC: (b)(6), (b)(7)(c)  
 (b)(6), (b)(7)(c)  
 Program POC: (b)(6), (b)(7)(c) (b)(6), (b)(7)(c)  
 COTR: (b)(6), (b)(7)(c)  
 OAQ POC: (b)(6), (b)(7)(c) Contracting Officer, 202-732- (b)(6), (b)(7)(c)  
 (b)(6), (b)(7)(c) , Contract Specialist, 202-732- (b)(6), (b)(7)(c)

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6), (b)(7)(c)

(Signature of person authorized to sign)

16C. DATE SIGNED 4 DEC 08  
 ORD FORM 30 (REV. 10-83) Issued by GSA CFR) 53.243

**CONTINUATION SHEET**

REFERENCE NUMBER OF DOCUMENT BEING CONTINUED  
DROIGSA-08-0021//P00003

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
FARMVILLE TOWN OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The purpose of this modification is to change ARTICLE XII: Section B: Invoicing. The By Mail; Attn: line needs to be corrected.</p> <p>A.</p> <p>From:</p> <p>a. By mail: DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620 Attn: (example) ICE-DRO-FOD-Atlanta</p> <p>Invoice</p> <p>To:</p> <p>a. By mail: DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620 Attn: ICE-DRO-FOD-Washington D.C.</p> <p>Invoice</p> <p>Period of Performance: 09/30/2008 to 09/30/2009</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 04/23/2010	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 900 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 900 Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FARMVILLE TOWN OF P O BOX 368 FARMVILLE VA 239010368		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-08-0021/	
		10B. DATED (SEE ITEM 13) 09/22/2008	
CODE 0401562180000	FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

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

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

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: 040156218  
 FIELD POC: (b)(6), (b)(7)(c)  
 (b)(6), (b)(7)(c)  
 COTR: (b)(6), (b)(7)(c)  
 OAO POC: (b)(6), (b)(7)(c), Contracting Officer, 202-732-(b)(6), (b)(7)(c)  
 (b)(6), (b)(7)(c), Contract Specialist, 202-732 (b)(6), (b)(7)(c)

The purpose of this modification is to add to the IGSA that the contractor shall be able to use official government vehicles for the transportation of detainees to and from the WAS Field Offices and to the detention centers where the detainees are located.  
 Continued ...

(b)(6), (b)(7)(c) is of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. (b)(6), (b)(7)(c) or print)

Town Mgr  
 15C. DATE SIGNED  
 4/23/2010

16C. DATE SIGNED  
 4/23/10

Previous edition unusable

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-08-0021//P00004

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
FARMVILLE TOWN OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>This will provide a cost savings for the government by reducing the mileage charges (Official GSA Rates) that are assessed within the contract when a contractor vehicle is used.</p> <p>All other terms and conditions remain unchanged.</p> <p>Period of Performance: 10/01/2009 to 09/30/2010</p>				



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

PO0005

05/12/2010

6. ISSUED BY

CODE

ICE/DM/DC-DC

CODE

ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC  
Immigration and Customs Enforcement  
Office of Acquisition Management  
801 I Street NW, Suite 900  
Washington DC 20536

ICE/Detent Mngt/Detent Contracts-DC  
Immigration and Customs Enforcement  
Office of Acquisition Management  
801 I Street NW, Suite 900  
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)

FARMVILLE TOWN OF  
P O BOX 368  
FARMVILLE VA 239010368

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
DROIGSA-08-0021/

10B. DATED (SEE ITEM 13)

09/22/2008

CODE 0401562180000

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X In Accordance with IGSA

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: 040156218

FIELD POC: (b)(6), (b)(7)(c)

(b)(6), (b)(7)(c)

COTR: (b)(6), (b)(7)(c)

OAQ POC: (b)(6), (b)(7)(c) Contracting Officer, 202-732-(b)(6), (b)(7)(c)

(b)(6), (b)(7)(c) Contract Specialist, 202-732 (b)(6), (b)(7)(c)

The purpose of this modification is to incorporate the 2008 National Performance Based Detention Standards and the 2010 National Performance Based Detention Standards as follows:

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.

(b)(6), (b)(7)(c)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

(b)(6), (b)(7)(c)

Town Mgr (b)(6), (b)(7)(c)

15C. DATE SIGNED

5/13/10

(Authorized to sign)

16C. DATE SIGNED

5/13/10

STANDARD FORM 30 (REV. 1) (b)(6), (b)(7)(c)  
Prescribed by GSA  
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-08-0021//P00005

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
FARMVILLE TOWN OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>The ICE 2008 PBNS are incorporated as follows:</p> <p>Remove the following language from Article II Covered Services and Article III Support and Medical Services: <input type="checkbox"/>Consistent with the types and levels of services and programs routinely afforded its own population<math>\square</math></p> <p>And replace it with:</p> <p><input type="checkbox"/>In accordance with the most current edition of the ICE Performance Based National Detention Standards (PBNS) found within the ICE Detention Operations Manual located at <a href="http://www.ice.gov/partners/dro/PBNS/index.htm">http://www.ice.gov/partners/dro/PBNS/index.htm</a>, and fully consistent with all applicable laws, standards, policies and procedures and court orders applicable to its facility (or facilities), unless or as specifically modified under this Agreement. This incorporates by reference the 2010 ICE Performance Based National Detention Standards (2010 PBNS). The contractor agrees to use its best efforts to comply with the minimal performance levels and also agrees to use its best efforts to attain the optimal levels of performance contained in the 2010 PBNS.<math>\square</math></p>				

NSN 7540-01-162-8067

OPTIONAL FORM 336 (4-86)  
Sponsored by GSA  
FAR (48 CFR) 53.110

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. <b>E00006</b>		3. EFFECTIVE DATE <b>06/29/2010</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) <b>1 5</b>
6. ISSUED BY <b>ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 900 Washington DC 20536</b>		CODE <b>ICE/DM/DC-DC</b>	7. ADMINISTERED BY (If other than Item 6). <b>ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 900 Washington DC 20536</b>	

8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) <b>FARMVILLE TOWN OF P O BOX 368 FARMVILLE VA 239010368</b>		9A. AMENDMENT OF SOLICITATION NO. <b>(X)</b>
CODE <b>0401562180000</b>		9B. DATED (SEE ITEM 11)
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DROIGSA-08-0021/</b>
		10B. DATED (SEE ITEM 13) <b>09/22/2008</b>

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 48.102(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**X In Accordance with IGSA**

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: 040156218**  
**ATTN DOC:** (b)(6), (b)(7)(c)  
 (b)(6), (b)(7)(c)  
**COTR:** (b)(6), (b)(7)(c)  
**OAQ POC:** (b)(6), (b)(7)(c) Contracting Officer, 202-732-(b)(6), (b)(7)(c)  
 (b)(6), (b)(7)(c) Contract Specialist, 202-732-(b)(6), (b)(7)(c)

The purpose of this modification is to incorporate the following civil detention changes to the facility at the direction of ICE.

Continued ...  
 (b)(6), (b)(7)(c)

of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>TOWN MANAGER</b> (b)(6), (b)(7)(c)	
15C. DATE SIGNED <b>6/30/10</b>	16C. DATE SIGNED <b>01 Jul 2010</b>

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-08-0021//P00006

PAGE OF  
2 5

NAME OF OFFEROR OR CONTRACTOR  
FARMVILLE TOWN OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>- General Facility</p> <p>1. Indoor Recreation Area: In existing Building "A", the Service Provider shall convert one Dining Hall into an Indoor Recreation Area, to accommodate typical table games such as ping pong, pool, foosball, etc. Space should also contain sufficient room for exercise equipment such as non-electric treadmills; stationary bikes, as well as non-free weight strength training machines such as pull up/push up stations.</p> <p>2. Indoor Programs Area: In existing Building "A", the Service Provider shall convert the other Dining Hall into an Indoor Programs Area to include a library.</p> <p>3. Law Library and Chapel: In existing Building "B", the Service Provider shall divide the Multi-Purpose room in half with one side to be used for a Law Library and the other side to be used as a Multi-Denominational Chapel. Chapel shall contain audio/visual capability as appropriate to conduct religious services.</p> <p>4. Outdoor Recreation Areas: The Service Provider shall re-surface the gravel recreation areas with either concrete or asphalt. Service Provider shall also provide grass playing field to allow for playing of impromptu soccer and other field games.</p> <p>5. Anchorage for Bed Frames: The Service Provider shall secure the nuts and bolts of each bed frame. Excess length of bolts shall be cut off and each nut shall be spot welded.</p> <p>6. Satellite Feeding: The Service Provider shall provide satellite feeding in dorm units.</p> <p>7. Occupancy Inspection: The Service Provider shall successfully complete a preoccupancy inspection performed by MGT.</p> <p>8. Health Inspection: The Service Provider shall successfully complete a preoccupancy inspection performed by DIHS.</p> <p>9. Bed Layout: The Service Provider shall Continued ...</p>				

NSN 7540-01-162-8067

OPTIONAL FORM 338 (4-86)  
Sponsored by GSA  
FAR (48 CFR) 53.116

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-08-0021//F00006

PAGE OF  
3 5

NAME OF OFFEROR OR CONTRACTOR  
FARMVILLE TOWN OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>reconfigure bed layouts to conform to the pinwheel design as indicated in the attached drawing.</p> <p>10. Sundry Documentation: The Service Provider shall furnish the following items to the Contracting Officer:</p> <ul style="list-style-type: none"> <li>a) Quality Assurance Plan- Service Provider shall review their Quality Assurance plan to insure that they review all documentation generated from the time of their last inspection relative to the standards being reviewed. (See DIGSA template, Appendix C, Attachment 2, page 3, wherein the service provider is required to generate and present for inspection documents that support adherence to the inspected standards).</li> <li>b) Staffing Plan</li> <li>c) Occupancy Permit issued by the Town of Farmville, VA.</li> <li>d) Resumes of all First Line Supervisors and above.</li> <li>e) Detainee Lock Bag.</li> </ul> <p>11. Bathroom Walls: The Service Provider shall cut all walls down in bathroom areas in the Processing Space and all Dormitories to allow for visual surveillance of detainees. Demolished walls shall be repaired to match quality of adjacent materials and surfaces.</p> <p>12. Monitoring of Detainee Movement: The Service Provider shall implement a detainee monitoring system that will facilitate the unencumbered movement of detainees when transiting throughout the facility.</p> <p>13. Common Area Seating: Service Provider shall install non-detention grade waiting area seating systems in all common areas, to include dayrooms and processing area.</p> <p>14. Detainee Access to Telephone Services: Service Provider shall provide at least 4 phones per dormitory. Install one library carrel per phone in the dorm rooms. Phones should not be located adjacent to the bunk buds.</p> <p>15. Raised Officer Station: Service Provider shall install a 12" raised platform at each correctional officer station.</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR  
FARMVILLE TOWN OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>-Health Services</p> <p>1. Negative Pressure Rooms: The Service Provider shall install a [sweeper], draft stopper or door snake device at the base of the door.</p> <p>2. Observation/Infirmary The Service Provider shall install a window in this room for visual surveillance of the occupant.</p> <p>3. Pharmacy: The Service Provider shall install a lockable wall mounted cabinet in the interior rear pharmacy room (where the medication cart is stored) to allow for double locking that doesn't rely on the hallway door as lock number one.</p> <p>These changes will result in an increase of the bed day rate from \$62.83 per day to \$74.58 per day. This is based on a maximum population of 584 detainees per day.</p> <p>The changes listed above do not provide any guarantee in population at the facility.</p>				

Page 119 redacted for the following reason:

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(b)(7)(e)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 01/01/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 900 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 900 Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FARMVILLE TOWN OF P O BOX 368 FARMVILLE VA 239010368		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0401562180000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-08-0021/	10B. DATED (SEE ITEM 13) 09/22/2008

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

See Schedule

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

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

**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: 040156218  
 FIELD POC: (b)(6), (b)(7)(c)  
 Paul Picone 703-285-(b)(6), (b)(7)(c)  
 COTR: (b)(6), (b)(7)(c)  
 OAO POC: (b)(6), (b)(7)(c) Contracting Officer, 202-732-(b)(6), (b)(7)(c)  
 (b)(6), (b)(7)(c) , Contract Specialist, 202-732-(b)(6), (b)(7)(c)

The purpose of this modification is to incorporate the following bed day rates effective January 1, 2011. These rates are based upon additional medical staff as reflected in the attached medical staffing plan. The bed day rates are based on daily population at the 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.

(b)(6), (b)(7)(c) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 (b)(6), (b)(7)(c)  
 (b)(6), (b)(7)(c)

(b)(6), (b)(7)(c) 15C. DATE SIGNED  
 son authorized to sign) 2/10/11

16C. DATE SIGNED  
 2/10/11

Previous edition unusable

3M 30 (REV. 10-83)  
 Provided by USA  
 FAR (48 CFR) 53.243 (b)(6), (b)(7)(c)



CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-08-0021//P00007

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
FARMVILLE TOWN OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	facility:  1□ 264: \$156.72 / bed day 265 - 344: \$121.07 / bed day 345 □ 424: \$105.52 / bed day 425 □ 504: \$91.55 / bed day 505 □ 600: \$79.98 / bed day  The above rates apply only to FY 2011. Effective October 1, 2011 a single bed-day rate of \$79.98 will apply for any population.				

## RECOMMENDED MEDICAL STAFFING PLAN FARMVILLE

Health Services Administrator	1
Medical Doctor/Director	1
Licensed Professional Counselor	1
Psychiatrist	1
RN's	6
LPN's	7
Radiology Techs	2
Mental Health Tech.	1
Medical Records Clerk	1
Medical Admin. Asst.	1
Contract Pharmacy	1
Dentist	0.5
Dental Assistant	0.5

Attachment #1

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 8

2. AMENDMENT/MODIFICATION NO.

P00008

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

ICE/DM/DC-DC

7. ADMINISTERED BY (If other than Item 6)

CODE

ICE/DM/DC-DC

ICE/Detent Mngt/Detent Contracts-DC  
Immigration and Customs Enforcement  
Office of Acquisition Management  
801 I Street NW, Suite 900  
Washington DC 20536

ICE/Detent Mngt/Detent Contracts-DC  
Immigration and Customs Enforcement  
Office of Acquisition Management  
801 I Street NW, Suite 900  
Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

FARMVILLE TOWN OF  
P O BOX 368  
FARMVILLE VA 239010368

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
DROIGSA-08-0021/

10B. DATED (SEE ITEM 13)

09/22/2008

CODE 0401562180000

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.

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C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X In Accordance with IGSA

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 hearings, including solicitation/contract subject matter where feasible.)

DUNS Number: 040156218

FIELD POC: (b)(6), (b)(7)(c)

(b)(6), (b)(7)(c)

COTR: (b)(6), (b)(7)(c)

OAQ POC: (b)(6), (b)(7)(c) Contracting Officer, 202-732-(b)(6), (b)(7)(c)

(b)(6), (b)(7)(c) Contract Specialist, 202-732-(b)(6), (b)(7)(c)

The purpose of this modification is to incorporate the formal language to allow the use of government vehicles on the IGSA. This also incorporates the current list of vehicles being used.

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.

(b)(6), (b)(7)(c)

28 July 2011

14A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
(b)(6), (b)(7)(c)

15C. DATE SIGNED

16C. DATE SIGNED

07/28/11

RD FORM 30 (REV. 10-83)  
d by GSA  
DFR 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-08-0021//P00008

PAGE OF  
2 8

NAME OF OFFEROR OR CONTRACTOR  
FARMVILLE TOWN OF

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



U.S. Immigration  
and Customs  
Enforcement

Addendum #2  
Hold harmless statement:

HOLD HARMLESS AND INDEMNITY AGREEMENT

BETWEEN [CONTRACTOR]

AND THE

U.S. DEPARTMENT OF HOMELAND SECURITY,  
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT

Agreement made this 28<sup>th</sup> day of July, 2011, between ICA/Farmville (referred to herein as "Contractor") and the U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement ("ICE").

1. **Driver of Vehicle.** The ICE Vehicle(s) may be driven only by designated employees of the Contractor. The Contractor shall ensure, and assumes the duty, that all its drivers of ICE Vehicles will meet all medical and legal requirements for driving, including that the driver will:
  - (a) be over 21 years of age, unless a state law prohibits setting an age requirement;
  - (b) be a CDL qualified and licensed driver;
  - (c) be a driver whose driver's license, in any state, has not been revoked or suspended within the previous three (3) years, even if he or she now possesses a valid driver's license;
  - (d) not operate the vehicle under the influence of alcohol or other intoxicants, such as drugs or narcotics, or under any other physical or mental impairment which adversely affects driver's ability to operate the ICE Vehicle; and
  - (e) not carry more passengers than available seatbelts.
2. **Return of Vehicle.** The ICE Vehicle shall be returned to ICE, in the same condition as when received, ordinary wear and tear expected. The Contractor will perform any cleaning or repairs necessary to return the ICE Vehicle to the required condition. The determination as to the condition of the vehicle shall be made solely by ICE. The amount of time the Contractor can use an ICE Vehicle shall be determined by ICE.
3. **Self-Insured:** The Contractor, ICA/Farmville, is self-insured. The Contractor agrees to cover any damages to the ICE Vehicle or to other parties for the negligence of its employees driving ICE Vehicles. The Contractor agrees to cooperate with ICE if any claim is made, and to cooperate with ICE in any investigation involving an ICE Vehicle which was driven by a Contractor employee or sub-contractor.

4. **Other Liability.** The Contractor assumes all risks from the use of the ICE Vehicle. The Contractor is responsible for damages to the Contractor's property or goods left or stored in the ICE Vehicle. The Contractor agrees not to hold ICE liable for damage from downtime, materials, or other consequential damages resulting from the use of the ICE Vehicle. The Contractor releases and holds ICE, its agents and employees harmless from and against any and all losses, liabilities, damages, injuries, claims, costs, and expenses arising out of the Contractor's use or possession of the vehicle, including, but not limited to, any and all fines, penalties, and forfeitures imposed by any governmental entity and, to the extent not covered by insurance. The Contractor shall additionally hold ICE harmless for all loss, liability, and expense in excess of the limits of liability provided for herein as a result of injury, death, or property damage arising out of the Contractor's use of the vehicle. Neither the Contractor nor any other driver of the ICE Vehicle shall be deemed the agent, servant, or employee of ICE for any reason or any purpose.

5. **Accidents.** The Contractor will immediately report any accidents or damage to the vehicle and shall deliver to ICE any document received by the Contractor relating to any claim, suit, or proceeding connected with any accident or event involving the vehicle.

6. **Warranty Disclaimer.** ICE disclaims any and all warranties, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose or implied warranty arising out of course of performance, course of dealing, or usage of trade. Furthermore and specifically, ICE does not warrant and specifically disclaims any warranty that an ICE Vehicle will always be available for your use and that an ICE Vehicle will be without need of repair or in good working order. ICE does not warrant the actions or omissions of a manufacturer or repairer of the ICE vehicle.

7. **Indemnification of ICE.** The Contractor shall indemnify, defend and hold harmless ICE, and its officers, agents, employees, and each of them, from and against any and all third party claims, demands, causes of action, costs, damages, expenses, losses and liabilities (including reasonable attorneys' fees) incurred or to be incurred, arising out of or resulting from, your operation of the ICE Vehicle.

SERVICE PROVIDER

(b)(6), (b)(7)(c)

le \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date: 25 July 2011

IMMIGRATION AND CUSTOMS  
ENFORCEMENT

Name

(b)(6), (b)(7)(c)

Signature

Date: 01-08-2011

When available and as agreed upon by the parties, ICE will provide the SERVICE PROVIDER with a Government Owned Vehicle (GOV) (described in the addendum) for the transportation of ICE detainees in accordance with the terms and conditions of this United States Marshall's Service Agreement (MSA). The SERVICE PROVIDER will contact the designated ICE official to schedule maintenance of the GOV in accordance with the following maintenance requirements:

- DRO Vehicle Management Handbook -- Dated 9/1/09 ([http://dro.icepolicy.us/policies-ero/current/Signed\\_Fleet\\_Handbook\\_091409.pdf/view](http://dro.icepolicy.us/policies-ero/current/Signed_Fleet_Handbook_091409.pdf/view))
- ICE Personal Property Handbook -- Dated January 2009 (<http://intranet.ice.dhs.gov/cfo/sites/qam/pmb/aamp.htm>)
- DHS Management Directive 0510 -- Motor Vehicle Fleet Management - Dated 3/1/03 (<http://dhsconnect.dhs.gov/policies/Instructions/0510%20Motor%20Vehicle%20Fleet%20Management.pdf>)

The SERVICE PROVIDER (The Town of Farmville) will provide the COTR with proof that its guards are properly licensed CDL operators and insured in accordance with state law to operate the GOV provided. The SERVICE PROVIDER agrees to adhere to all provisions contained within this contract and the above referenced documents. The GOV shall be used to transport only ICE detainees to and from locations as directed by the COTR or designated ICE official. Under the terms of this MSA, transportation services of detainees to and from the SERVICE PROVIDER'S facility will be at the negotiated MSA hourly rate for guard/transportation officers. The SERVICE PROVIDER is authorized to utilize the DHS Fleet Card provided with each vehicle to pay for fuel and fluids necessary to conduct transportation of ICE detainees; use of the DHS Fleet Card shall be conducted in accordance with all provisions contained within this contract and the above referenced documents. The Fleet Card shall only be utilized to pay for the fuel and fluids of the vehicle to which it is assigned. The SERVICE PROVIDER will be reimbursed for transportation services in accordance with GSA published rates for meals and lodging required by overnight transportation routes, but will not be reimbursed for transportation mileage while using the ICE GOV. The SERVICE PROVIDER shall not tamper with any vehicle equipment without the express written authorization of the COTR.

All vehicle repair and maintenance shall be coordinated and approved through the Washington Field Office (WAS) Field Office, (POV) Jenny Penado at (703) 285-6246.

The SERVICE PROVIDER agrees to be responsible for any damage incurred to the vehicle as a result of any act or omission on the part of the SERVICE PROVIDER, its employees and or persons acting on behalf of the SERVICE PROVIDER. In addition, the SERVICE PROVIDER assumes financial responsibility for any related property damage to said vehicle caused by the negligent act or omission of its employees or persons acting on behalf of the SERVICE PROVIDER. The SERVICE PROVIDER accepts responsibility for the negligent acts or omissions on the part of its employees, and or persons acting on behalf of the service provide in the operation of said vehicle.

The SERVICE PROVIDER acknowledges the use of the vehicle. The referenced vehicle remains the property of the Department of Homeland Security, Immigration and Customs Enforcement (DHS-ICE) and will be made available to the SERVICE PROVIDER for the express purpose of transporting detainees

The SERVICE PROVIDER will keep said vehicle in the same condition as received except for normal wear and tear, and mileage. In order for the ICE New Orleans Field Office to maintain accurate fleet records the SERVICE PROVIDER must complete the following documentation at the end of each month. Copies will be provided to the SERVICE PROVIDER.

The SERVICE PROVIDER will sign and date the Hold Harmless Agreement addendum #2 and forward it to the ICE Contracting Officer identified in the addendum.

Addendum #1 (Vehicle List)

Vehicle #1

ICE Government Owned Vehicle (GOV) Description	
Vehicle Identification Number (VIN)	(b)(7)(e)
Fleet Number	
Vehicle Year	
Vehicle Make	
Vehicle Model	
Vehicle Color	
Vehicle License Plate Number/State	
Vehicle Odometer Reading	
Radio Serial Number	
Radio Bar Code Number	
Installed Equipment:	

Vehicle #2

ICE Government Owned Vehicle (GOV) Description	
Vehicle Identification Number (VIN)	(b)(7)(e)
Fleet Number	
Vehicle Year	
Vehicle Make	
Vehicle Model	
Vehicle Color	
Vehicle License Plate Number/State	
Vehicle Odometer Reading	
Radio Serial Number	
Radio Bar Code Number	
Installed Equipment:	

Vehicle #3

ICE Government Owned Vehicle (GOV) Description	
Vehicle Identification Number (VIN)	(b)(7)(e)
Fleet Number	
Vehicle Year	
Vehicle Make	
Vehicle Model	
Vehicle Color	
Vehicle License Plate Number/State	
Vehicle Odometer Reading	
Radio Serial Number	
Radio Bar Code Number	
Installed Equipment:	



Vehicle #4

ICE Government Owned Vehicle (GOV) Description	
Vehicle Identification Number (VIN)	(b)(7)(e)
Fleet Number	
Vehicle Year	
Vehicle Make	
Vehicle Model	
Vehicle Color	
Vehicle License Plate Number/State	
Vehicle Odometer Reading	
Radio Serial Number	
Radio Bar Code Number	
Installed Equipment:	

Vehicle #5

ICE Government Owned Vehicle (GOV) Description	
Vehicle Identification Number (VIN)	(b)(7)(e)
Fleet Number	
Vehicle Year	
Vehicle Make	
Vehicle Model	
Vehicle Color	
Vehicle License Plate Number/State	
Vehicle Odometer Reading	
Radio Serial Number	
Radio Bar Code Number	
Installed Equipment:	

Vehicle #6

ICE Government Owned Vehicle (GOV) Description	
Vehicle Identification Number (VIN)	(b)(7)(e)
Fleet Number	
Vehicle Year	
Vehicle Make	
Vehicle Model	
Vehicle Color	
Vehicle License Plate Number/State	
Vehicle Odometer Reading	
Radio Serial Number	
Radio Bar Code Number	
Installed Equipment:	

Vehicle #7

ICE Government Owned Vehicle (GOV) Description	
Vehicle Identification Number (VIN)	(b)(7)(e)
Fleet Number	
Vehicle Year	
Vehicle Make	
Vehicle Model	
Vehicle Color	
Vehicle License Plate Number/State	
Vehicle Odometer Reading	
Radio Serial Number	
Radio Bar Code Number	
Installed Equipment:	

Vehicle #8

ICE Government Owned Vehicle (GOV) Description	
Vehicle Identification Number (VIN)	(b)(7)(e)
Fleet Number	
Vehicle Year	
Vehicle Make	
Vehicle Model	
Vehicle Color	
Vehicle License Plate Number/State	
Vehicle Odometer Reading	
Radio Serial Number	
Radio Bar Code Number	
Installed Equipment:	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00009		3. EFFECTIVE DATE 10/01/2011		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 900 Washington DC 20536		CODE ICE/DM/DC-DC		5. PROJECT NO. (If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FARMVILLE TOWN OF P O BOX 368 FARMVILLE VA 239010368		7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 900 Washington DC 20536		CODE ICE/DM/DC-DC	
CODE 0401562180000		FACILITY CODE		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-08-0021/	
				10B. DATED (SEE ITEM 13) 09/22/2008	

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.  
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12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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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: 040156218  
FIELD POC: (b)(6), (b)(7)(c)  
(b)(6), (b)(7)(c)

COTR: (b)(6), (b)(7)(c)

OAQ POC: (b)(6), (b)(7)(c) Contracting Officer, (b)(6), (b)(7)(c)  
(b)(6), (b)(7)(c) Contract Specialist, 202-732 (b)(6), (b)(7)(c)

The following bed day rates apply through March 31, 2012.

1) 264: \$156.72 / bed day

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.  
(b)(6), (b)(7)(c)

Town Mgr  
15C. DATE SIGNED  
9/12/11

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
(b)(6), (b)(7)(c)

16C. DATE SIGNED  
09/12/11

DRM 30 (REV. 10-83)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-08-0021//P00009

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
FARMVILLE TOWN OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	265 - 344: \$121.07 / bed day 345 □ 424: \$105.52 / bed day 425 □ 504: \$91.55 / bed day 505 □ 600: \$79.98 / bed day  All other terms and conditions remain the same.				

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE \_\_\_\_\_ PAGE OF PAGES  
 1 | 7

2. AMENDMENT/MODIFICATION NO. P00010  
 3. EFFECTIVE DATE 06/01/2012  
 4. REQUISITION/PURCHASE REQ. NO. \_\_\_\_\_  
 5. PROJECT NO. (If applicable) \_\_\_\_\_

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

ICE/Detent Mngt/Detent Contracts-DC  
 Immigration and Customs Enforcement  
 Office of Acquisition Management  
 801 I Street NW, Suite 900  
 Washington DC 20536

ICE/Detent Mngt/Detent Contracts-DC  
 Immigration and Customs Enforcement  
 Office of Acquisition Management  
 801 I Street NW, Suite 900  
 Washington DC 20536

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

FARMVILLE TOWN OF  
 P O BOX 368  
 FARMVILLE VA 239010368

CODE 0401562180000 FACILITY CODE \_\_\_\_\_

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x 10A. MODIFICATION OF CONTRACT/ORDER NO.  
 DROIGSA-08-0021/

10B. DATED (SEE ITEM 13)  
 09/22/2008

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 See Schedule

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CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)  
 X FAR 43.103 (b)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

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

DUNS Number: 040156218  
 FIELD POC: (b)(6), (b)(7)(c)  
 (b)(6), (b)(7)(c)

COTR: (b)(6), (b)(7)(c)  
 OAQ POC: (b)(6), (b)(7)(c) Contracting Officer, 202-732- (b)(6), (b)(7)(c)  
 (b)(6), (b)(7)(c) Contract Specialist, 202-732- (b)(6), (b)(7)(c)

The purpose of this modification is to incorporate the wage determinations noted below to the IGSA retroactively as follows:

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

15A. NAME AND TITLE OF SIGNER (Type or print) \_\_\_\_\_  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6), (b)(7)(c)

15B. CONTRACTOR/OFFEROR \_\_\_\_\_  
 15C. DATE \_\_\_\_\_  
 16C. DATE SIGNED 05/30/2012

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-08-0021//P00010

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2 7

NAME OF OFFEROR OR CONTRACTOR  
FARMVILLE TOWN OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Transportation services beginning 9/22/2008                      Medical services beginning 5/2/2010                      Food services beginning 5/2/2010                      Detention Bed Day services beginning 8/5/2010</p> <p>Prince Edward County, VA</p> <p>Contract Specific Wage Determination (CSWD)                      2011-0200, Revision 2, dated 12/22/2011 pages 4 -                      7 of this modification.</p> <p>The following wage determinations are included by                      reference and can be found at</p> <p><a href="http://www.wdol.gov/sca.aspx#0">http://www.wdol.gov/sca.aspx#0</a></p> <p>Richmond, VA</p> <p>Area Wide Wage Determination (AWWD) 2005-2545,                      Revision 7, dated 5/29/2008                      Area Wide Wage Determination (AWWD) 2005-2545,                      Revision 8, dated 9/19/2008                      Area Wide Wage Determination (AWWD) 2005-2545,                      Revision 9, dated 9/26/2008                      Area Wide Wage Determination (AWWD) 2005-2545,                      Revision 10, dated 5/26/2009                      Area Wide Wage Determination (AWWD) 2005-2545,                      Revision 11, dated 10/5/2009                      Area Wide Wage Determination (AWWD) 2005-2545,                      Revision 12, dated 1/7/2010                      Area Wide Wage Determination (AWWD) 2005-2545,                      Revision 13, dated 6/15/2010                      Area Wide Wage Determination (AWWD) 2005-2545,                      Revision 14, dated 8/26/2010                      Area Wide Wage Determination (AWWD) 2005-2545,                      Revision 15, dated 6/13/2011</p> <p>Norfolk, VA</p> <p>Area Wide Wage Determination (AWWD) 2005-2543,                      Revision 7, dated 5/29/2008                      Area Wide Wage Determination (AWWD) 2005-2543,                      Revision 8, dated 5/7/2009                      Area Wide Wage Determination (AWWD) 2005-2543,                      Revision 9, dated 5/14/2009                      Area Wide Wage Determination (AWWD) 2005-2543,                      Revision 10, dated 5/26/2009                      Area Wide Wage Determination (AWWD) 2005-2543,                      Revision 11, dated 4/23/2010                      Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-08-0021//P00010

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3 7

NAME OF OFFEROR OR CONTRACTOR  
FARMVILLE TOWN OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Area Wide Wage Determination (AWWD) 2005-2543, Revision 12, dated 6/15/2010</p> <p>Area Wide Wage Determination (AWWD) 2005-2543, Revision 13, dated 6/13/2011</p> <p>Fairfax, VA</p> <p>Area Wide Wage Determination (AWWD) 2005-2103, Revision 6, dated 5/29/2008</p> <p>Area Wide Wage Determination (AWWD) 2005-2103, Revision 7, dated 3/16/2009</p> <p>Area Wide Wage Determination (AWWD) 2005-2103, Revision 8, dated 5/26/2009</p> <p>Area Wide Wage Determination (AWWD) 2005-2103, Revision 9, dated 6/9/2010</p> <p>Area Wide Wage Determination (AWWD) 2005-2103, Revision 10, dated 6/15/2010</p> <p>Area Wide Wage Determination (AWWD) 2005-2103, Revision 11, dated 6/13/2011</p> <p>Transportation Rates shall be based on where the vehicle is located at night. Rates for all other services will be based on the employee's duty station.</p> <p>All other terms and conditions remain the same. Exempt Action: Y</p>				

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*

Diane C. Koplewski  
Director

Division of  
Wage Determinations

Wage Determination No.: 2011-0200  
Revision No.: 2  
Date of Last Revision: 12/22/2011

State: Virginia

Area: Virginia County of Prince Edward

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

This WD applies only to service employees who are employed on the detention services subcontract under the IGSA (or other contract) between ICE and Prince Edwards County, VA for detention services, under the authority of the INA, in the above locality.

CODE	OCCUPATION TITLE	FOOTNOTE	RATE
<b>01000</b>	<b>Administrative Support And Clerical Occupations</b>		
01020	Administrative Assistant		17.94
01060	Dispatcher, Motor Vehicle		14.38
01111	General Clerk I		10.85
01112	General Clerk II		11.84
01113	General Clerk III		13.29
<b>07000</b>	<b>Food Preparation And Service Occupations</b>		
07041	Cook I		8.87
07042	Cook II		10.08
07070	Dishwasher		8.23
<b>12000</b>	<b>Health Occupations</b>		
12020	Dental Assistant		11.80
12071	Licensed Practical Nurse I		13.90
12072	Licensed Practical Nurse II		15.55
12073	Licensed Practical Nurse III		17.34
12160	Medical Record Clerk		13.41
12195	Medical Transcriptionist		13.41
12305	Radiologic Technologist		22.74
12311	Registered Nurse I		17.45
12312	Registered Nurse II		21.35
12313	Registered Nurse II, Specialist		21.35
12314	Registered Nurse III		25.83
12315	Registered Nurse III, Anesthetist		25.83
12316	Registered Nurse IV		30.96
	Behavioral Health Practitioner		19.45
<b>14000</b>	<b>Information Technology Occupations</b>		
14160	Personal Computer Support Technician		18.59



<b>21000</b>	<b>Materials Handling And Packing Occupations</b>	
21410	Warehouse Specialist	12.28
	Commissary Manager	12.89
<b>23000</b>	<b>Mechanics And Maintenance And Repair Occupations</b>	
23370	General Maintenance Worker	18.18
<b>27000</b>	<b>Protective Service Occupations</b>	
27008	Corrections Officer	14.96
27040	Detention Officer	14.96
	Assistant Shift Supervisor	15.71
	Correctional Counselor	15.71
	Senior Detention Officer	15.71
<b>28000</b>	<b>Recreation Occupations</b>	
28510	Recreation Aide/Health Facility Attendant	10.11
28515	Recreation Specialist	17.16
<b>92000</b>	<b>Non Standard Occupations</b>	
	Chaplain	14.96
	Facility Maintenance Manager	19.27

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$3.59 per hour or \$143.60 per week or \$622.27 per month

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

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

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

**Conformance Process:**

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

The process for preparing a conformance request is as follows:

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

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

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

**\*\* OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS \*\***

#### **Assistant Shift Supervisor**

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

#### **Behavioral Health Practitioner**

1. Track patients through the correctional system, from intake to release.
2. Develop and update a database/referral network of available housing resources, treatment programs, etc., in the community.
3. Assist patients in developing goals and identifying areas of need, and assists in developing treatment plans which are assessed regularly.
4. Conducts medication and mental status assessment, and determines required level and frequency of services.
5. Provide discharge planning with recommendations for continued treatment, and resources that will ensure continuity of care and promote successful reintegration.
6. Assess patients; evaluate effectiveness of care plan and progress made by patient; participate in patient treatment planning and case review with patient care provides.
7. Identify and provide emergency crisis services as necessary, makes immediate clinical assessments, and responds according to accepted crisis intervention methods and techniques; coordinates other services as appropriate.
8. Maintain and report applicable statistics regarding programs and patient services.
9. Perform other duties as assigned.

**Chaplain**

Duties include: Provides spiritual guidance and clinical pastoral education regarding personal, family and spiritual problems.

**Commissary Manager**

Responsible for the ordering and distribution of all detainee ordered commissary; Responsible for ensuring an adequate supply of commissary is available for the detainee population;

**Correctional Counselor**

Duties include: uniformed, security trained member of the Unit Management Team responsible for resolving daily inmate issues before they become significant matters, incidents or grievances. Ensure that services and programs are delivered to inmates assigned to the unit at a time and manner as designed.

**Facility Maintenance Manager**

Supervises the maintenance staff.

**Senior Detention Officer**

Duties include: assists in the supervision of the administrative and operational security activities in a detention facility. Directly supervises Detention Officers assigned to the shift. Provides for the protection of each inmate/resident and the preservation of each inmate's/resident's legal rights. Supervises the count of inmates/residents and directs adherence to all key control procedures. must be able to work any post assignments on any shift.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 900 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 900 Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FARMVILLE TOWN OF P O BOX 368 FARMVILLE VA 239010368		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0401562180000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-08-0021/	10B. DATED (SEE ITEM 13) 09/22/2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

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

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

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

DUNS Number: 040156218  
FIELD POC: (b)(6), (b)(7)(c)  
(b)(6), (b)(7)(c)

COTR: (b)(6), (b)(7)(c)

OAQ POC: (b)(6), (b)(7)(c) Contracting Officer, 202-732-(b)(6), (b)(7)(c)  
(b)(6), (b)(7)(c), Contract Specialist, 202-732-(b)(6), (b)(7)(c)

The purpose of this modification is to incorporate the adjusted fully burden wage rates of transportation officers as follows:

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.

(b)(6), (b)(7)(c)

(b)(6), (b)(7)(c)

print)

Town Manager  
15C. DATE SIGNED  
7/12/12

16C. DATE SIGNED  
7/12/12

JRM 30 (REV. 10-03)

3SA

FAR (48 CFR) 53.243

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
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NAME OF OFFEROR OR CONTRACTOR  
FARMVILLE TOWN OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Farmville Officer: Regular - \$24.51 per hour Overtime - \$36.77 per hour Remote Officer: Fairfax: Regular - \$33.51 per hour Overtime - \$50.26 per hour Richmond: Regular - \$27.46 per hour Overtime - \$41.19 per hour Norfolk: Regular - \$27.77 per hour Overtime - \$41.66 per hour The effective date shall take place on June 1, 2012. All other terms and conditions remain the same. Exempt Action: Y				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192113FDGFARM0001.1	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 910 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (if other than Item 6)	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FARMVILLE TOWN OF P O BOX 368 FARMVILLE VA 239010368		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 0401562180000 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROI GSA-08-0021/	10B. DATED (SEE ITEM 13) 09/22/2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

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

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

DUNS Number: 040156218  
 FIELD POC: (b)(6), (b)(7)(c)  
 (b)(6), (b)(7)(c)  
 CONTR: (b)(6), (b)(7)(c)  
 OAO POC: (b)(6), (b)(7)(c) Contracting Officer, 202-732-(b)(6), (b)(7)(c)

The purpose of this modification is to allow for level three detainee authority at the Farmville facility at the current rates..

All other terms and conditions remain the same.  
Continued ...

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

(b)(6), (b)(7)(c)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
(b)(6), (b)(7)(c)

Thomas MARRAS  
15C. DATE SIGNED  
11/28/12

16C. DATE SIGNED  
11/28/12

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-08-0021//P00012

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2 2

NAME OF OFFEROR OR CONTRACTOR  
FARMVILLE TOWN OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Exempt Action: Y Accounting Info: RMD10LT-000 BA 32-23-00-000 18-61-0800-00-00-00-00 GE-21-31-00- 000000  Add Item 0001 as follows:  Addition of Level 3 Detainee authority Obligated Amount: \$0.00		EA	0.00	0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 910 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (if other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 910 Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FARMVILLE TOWN OF P O BOX 368 FARMVILLE VA 239010368		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0401562180000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-08-0021/	
		10B. DATED (SEE ITEM 13) 09/22/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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

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

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

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

DUNS Number: 040156218  
 PRTM POC: (b)(6), (b)(7)(c)  
 (b)(6), (b)(7)(c)  
 COTR: (b)(6), (b)(7)(c)  
 OAQ POC: (b)(6), (b)(7)(c) Contracting Officer, 202-732-(b)(6), (b)(7)(c)

The purpose of this modification is to change the qualification requirements for firearm users to the 2008 PBNDs, ACA, and state of Virginia standard of yearly qualifying from quarterly qualifying. This will be in effect until September 30, 2013.

All other terms and conditions remain the same.  
 Continued ...

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

(b)(6), (b)(7)(c) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
 (b)(6), (b)(7)(c)

16C. DATE SIGNED  
 4/16/13

16C. DATE SIGNED  
 4/29/13



CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-08-0021//P00013

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2 2

NAME OF OFFEROR OR CONTRACTOR  
FARMVILLE TOWN OF

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00014		3. EFFECTIVE DATE 05/01/2013		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 910 Washington DC 20536		CODE ICE/DM/DC-DC	
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 910 Washington DC 20536		CODE ICE/DM/DC-DC		ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 910 Washington DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FARMVILLE TOWN OF P O BOX 368 FARMVILLE VA 239010368		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0401562180000		FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-08-0021/	
				10B. DATED (SEE ITEM 13) 09/22/2008	

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. Offerers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

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

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

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

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

DUNS Number: 040156218  
 COR: (b)(6), (b)(7)(c)  
 Field Office POC: (b)(6), (b)(7)(c)  
 Field Office POC:  
 Procurement POC: (b)(6), (b)(7)(c)  
 Contracting Officer: (b)(6), (b)(7)(c)

The purpose of this modification is to do the following:

- Update the detention bed rates for the Farmville IGSA effective May 1, 2013. These rates

Continued ...  
(b)(6), (b)(7)(c)

document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

(b)(6), (b)(7)(c)

Town Manager  
 15C. DATE SIGNED  
 4/30/12

16C. DATE SIGNED  
 5/13/13

Previous edition unusable

IRM 30 (REV. 10-03)  
 SSA  
 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-08-0021//P00013

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
FARMVILLE TOWN OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>will include the wage determinations added in modification 10 of DROIGSA-08-0021.</p> <p>Option A and Option B rates take into account PBNS 2011 Minimal (Option A) and PBNS 2011 Optimal (Option B).</p> <p>Funding for the option chosen by ICE will be provided via task order.</p> <p>PBNS 2011 Minimal (Option A) Detention Bed Days Guaranteed (500 per day) \$92.97 / bed day Detention Bed Days Non-Guaranteed (501-579) \$18.44 / bed day Detention Bed Days Non-Guaranteed (580-667) \$17.38 / bed day</p> <p>PBNS Optimal (Option B) Detention Bed Days Guaranteed (500 per day) \$94.54 / bed day Detention Bed Days Non-Guaranteed (501-579) \$18.46 / bed day Detention Bed Days Non-Guaranteed (580-667) \$17.38 / bed day</p> <p>2. Extends Period of Performance:  From: 9/15/2013 To: 9/15/2018</p> <p>Notwithstanding the extension above, Article VIII still applies.</p> <p>"Either party must provide written notice of intentions to terminate the agreement 60 days in advance of the effective date of formal termination, or the Parties may agree to a shorter period under the procedures prescribed in Article X." Exempt Action: Y All other terms and conditions remain the same.</p>				

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   5
2. AMENDMENT/MODIFICATION NO. P00015	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 910 Washington DC 20536	CODE ICE/DM/DC-DC	7. ADMINISTERED BY (If other than Item 6) ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536	CODE ICE/DM/DC-DC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  FARMVILLE TOWN OF P O BOX 368 FARMVILLE VA 239010368		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0401562180000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-08-0021/	
		10B. DATED (SEE ITEM 13) 09/22/2008	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

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

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

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

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

DUNS Number: 040156218  
COR: (b)(6), (b)(7)(c)  
Field Office POC: (b)(6), (b)(7)(c)  
Field Office POC:  
Contracting Officer: (b)(6), (b)(7)(c)

In many contracts it is difficult to find in a single location all unit prices. The purpose of this modification is to correct for that and to incorporate new invoice instructions.

Replace Article XII, Enrollment, Invoicing and Payment, paragraph B - Invoicing, with the following:

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) (b)(6), (b)(7)(c)
---	---

15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16C. DATE SIGNED 06/09/13
---	------------------	------------------------------

NSN 7540-01-152-8070  
Previous edition unusable

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

NAME OF OFFEROR OR CONTRACTOR  
FARMVILLE TOWN OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Invoicing Instructions:</p> <p>Service Providers/Contractors shall use these procedures when submitting an invoice.</p> <p>1. Invoice Submission: Invoices shall be submitted in a .pdf format on a monthly basis via email to:</p> <p>(b)(6), (b)(7)(c) @ice.dhs.gov</p> <p>Each email shall contain only one (1) invoice and the subject line of the email will annotate the invoice number. The emailed invoice shall include the "bill to" address shown below:</p> <p>DHS, ICE Financial Operations - Burlington P.O. Box 1620 ATTN: ERO-FDG Williston, VT 05495-1620</p> <p>Note: the Service Provider's or Contractor's Dunn and Bradstreet (D&amp;B) DUNS Number must be registered in the System for Award Management (SAM) at <a href="https://www.sam.gov">https://www.sam.gov</a> 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&amp;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</p> <p>Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR  
FARMVILLE TOWN OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>price and extended price of the items delivered; (vi) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vii) Terms of any discount for prompt payment offered; (viii) Remit to Address; (ix) Name, title, and phone number of person to notify in event of defective invoice; and</p> <p>3. Invoice Supporting Documentation. In order to ensure payment, the vendor must also submit supporting documentation to the Contracting Officer's 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 contractor's 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 (other than firm fixed price): (1) Bed day rate; Continued ...</p>				

NAME OF OFFEROR OR CONTRACTOR  
FARMVILLE TOWN OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>(2) Resident's/detainee's check-in and check-out dates;</p> <p>(3) Number of bed days multiplied by the bed day rate;</p> <p>(4) Name of each detainee;</p> <p>(5) Resident's/detainee's identification information</p> <p>(iv). Transportation Services (other than firm fixed price):</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 (other than firm fixed price):</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: 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 Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-08-0021//P00015

PAGE OF  
5 5

NAME OF OFFEROR OR CONTRACTOR  
FARMVILLE TOWN OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>information, the follow precautions are required:                      -Email supporting documents containing Sensitive PII in an encrypted attachment with password sent separately.                      -Never leave paper documents containing Sensitive PII unattended and unsecure. When not in use, these documents will be locked in drawers, cabinets, desks, etc. so the information is not accessible to those without a need to know.                      -Use shredders when discarding paper documents containing Sensitive PII.                      -Refer to the DHS Handbook for Safeguarding Sensitive Personally Identifiable Information (March 2012) found at <a href="http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf">http://www.dhs.gov/xlibrary/assets/privacy/dhs-privacy-safeguardingsensitivepiihandbook-march2012.pdf</a> 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-(b)(6), (b)(7)(c) or by e-mail at (b)(6), (b)(7)(c) @ice.dhs.gov</p> <p>Exempt Action: Y All other terms and conditions remain the same.</p>				